



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, JUNE 05, 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 May 15, 2023.

**Agenda Revisions**

**Special Presentations**

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

**Staff Updates**

**Special Order of Business**

2. Public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Technology Pkwy Properties, LLC.
  - a) Receive and file proof of publication of notice of hearing. (Notice published 05/19/2023)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and authorizing execution of an Agreement for Private Development; and approving and authorizing execution of a Deed Without Warranty, conveying certain city-owned real estate to Technology Pkwy Properties, LLC.
3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Sidewalk Assessment Project - Zone 1.
  - a) Receive and file proof of publication of notice of hearing. (Notice published 05/19/2023)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2023 Sidewalk Assessment Project - Zone 1.

## Old Business

4. Pass Ordinance #3030, vacating certain public right-of-way along Hudson Road, 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.)

5. Receive and file the City Council Standing Committee minutes of May 15, 2023 relative to the following items:
  - a) Presentation on potential Emeritus Program for former city elected officials.
  - b) Request for no parking on portion of Bluebell Road.
6. Receive and file the Mayor's communication relative to an Agreement Between the Sister Cities, the City of Ferizaj (Republic of Kosovo) and the City of Cedar Falls.
7. Receive and file the following resignation of members from Boards and Commissions:
  - a) Kendra Wohlert, Art & Culture Board.
8. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Donna Mallin, Human Rights Commission, term ending 07/01/2026.
  - b) Julie Kliegl, Human Rights Commission, term ending 07/01/2026.
  - c) Alan Stalnaker, Parks & Recreation Commission, term ending 06/30/2026.
  - d) Erik Blanchard, Parks & Recreation Commission, term ending 06/30/2026.
9. Receive and file communications from the Civil Service Commission relative to the following certified lists:
  - a) Maintenance Worker.
  - b) Water Reclamation Supervisor.
10. Receive and file Departmental Monthly Reports of April 2023.
11. Approve a request by Cedar Falls Utilities for a temporary variance from Section 15-83 of the Code of Ordinances, Prohibited noises generally, to allow painting of water tower to occur on Sundays.
12. Receive and file Dismissal of a third tobacco violation for Cedar Sky, Inc., d/b/a Bani's, 2128 College Street.
13. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
  - a) B&B West, 3105 Hudson Road.
  - b) Bani's, 2128 College Street.
  - c) Cypress Lounge, 209 State Street, Suite A.
  - d) Dollar General #14412, 2921 Center Street.
  - e) Dollar General #21239, 1922 Valley Park Drive.
  - f) Posh Smoke and Vape, 6322 University Avenue, Suite L.
  - g) Suds, 2223 1/2 College Street.
  - h) The Landmark, 107 Main Street.
  - i) Thunder Ridge Ampride, 2425 Whitetail Drive.
  - j) Up in Smoke, 2218 College Street.
  - k) Walgreens #10557, 2509 Whitetail Drive.
14. Approve the following applications for retail alcohol licenses:
  - a) NewAldaya Lifescapes, 7511 University Avenue, Class F retail alcohol & outdoor service - renewal.
  - b) Harry's Five and Dime, 123 Main Street, Class C retail alcohol - renewal.
  - c) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C retail alcohol & outdoor service - renewal.
  - d) Montage, 222-224 Main Street, Class C retail alcohol & outdoor service – renewal.
  - e) The Other Place, 209 Main Street, Class C retail alcohol - renewal.
  - f) Casey's General Store, 5226 University Avenue, Class E retail alcohol - renewal.



- g) Prime Mart, 2323 Main Street, Class E retail alcohol - renewal.
- h) The Other Place, 209 Main Street, Class C retail alcohol – change in ownership.
- i) Casey's General Store, 5226 University Avenue, Class E retail alcohol – change in ownership.
- j) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service – temporary expansion of outdoor service area. (August 26, 2023)
- k) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service – sidewalk cafe.
- l) Wilbo, 118 Main Street, Class C retail alcohol & outdoor service – sidewalk cafe.

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

- 15. Resolution Calendar with items considered separately.
- [16.](#) Resolution approving the recommendation and appointment of Fire Chief.
- [17.](#) Resolution approving and authorizing execution of a Banking Services Agreement with Farmers State Bank.
- [18.](#) Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 603 Fireside Drive.
- [19.](#) Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1322 Franklin Street.
- [20.](#) Resolution approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 118 Main Street.
- [21.](#) Resolution approving and authorizing execution of a Service Order Form with USCC Services, LLC (UScellular) relative to cellular service for city-owned tablets.
- [22.](#) Resolution approving and authorizing execution of an Infrastructure Development Agreement and Intercreditor Agreement, and approving and accepting a Real Estate Mortgage from Panther Farms, LLC relative to construction of street connections in the vicinity of Aldrich Elementary School.
- [23.](#) Resolution approving and authorizing expenditure of funds for the purchase of foam densifying recycling equipment for the Refuse Section.
- [24.](#) Resolution approving and authorizing expenditure of funds for the purchase of a mini excavator for the Street Section.
- [25.](#) Resolution approving and authorizing execution of an Agreement Regarding Light Pole Relocation at 4923 Hudson Road, in conjunction with the Ashworth Drive Extension Project.
- [26.](#) Resolution approving and accepting the contract and bond of Dave Schmitt Construction Co. Inc. for the North Cedar Heights Area Reconstruction Project – Phase 1A.
- [27.](#) Resolution approving and accepting three Warranty Deeds, in conjunction with the North Cedar Heights Area Reconstruction Project.
- [28.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Strand Associates, Inc. relative to development of the 2023 Stormwater Master Plan.
- [29.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for design services relative to the Prairie Parkway and Viking Road Intersection Improvements Project.
- [30.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with KL Iowa 01, LLC, relative to a post-construction stormwater management plan for 6313 Production Drive.

- [31.](#) Resolution receiving and filing the bids, and approving and accepting the bid of Blacktop Service Co., in the amount of \$191,607.50, being the only bid received for the 2023 Seal Coat Project.
- [32.](#) Resolution receiving and filing the bids, and approving and accepting the bid of Vieth Construction Corp., in the amount of \$255,451.50, being the lowest bid received for the 2023 Alley Reconstruction Project.
- [33.](#) Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society for FY2024 Tourism Activities & Economic Development Services Funding.
- [34.](#) Resolution approving and authorizing execution of an Agreement with Peters Construction Corporation to repair a damaged wall at Pheasant Ridge Golf Course Pro Shop.
- [35.](#) Resolution approving and authorizing execution of a Land Maintenance Agreement with Thomas Greiner relative to maintaining undeveloped land recently acquired by the City.
- [36.](#) Resolution approving a Cedar Falls Utilities Communications Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.
- [37.](#) Resolution approving a Cedar Falls Utilities Electric Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.
- [38.](#) Resolution approving a Cedar Falls Utilities Gas Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.
- [39.](#) Resolution approving and authorizing execution of a Forgivable Loan Agreement relative to a Community Development Block Grant (CDBG) Rental Rehabilitation Project at 1009 West 3rd Street.
- [40.](#) Resolution approving and authorizing execution of a Repair Contract with Daniels Home Improvement relative to a Community Development Block Grant (CDBG) Rental Rehabilitation Project at 1009 West 3rd Street.
- [41.](#) Resolution setting June 19, 2023 as the date of public hearing on the proposed rezoning from C-1, Commercial District to PC-2, Planned Commercial District of property located at 702 LeClair Street; and also on an associated amendment to the Land Use Map by changing the designation from Low Density Residential to Neighborhood Commercial and Mixed Use.
- [42.](#) Resolution setting June 19, 2023 as the date of public hearing on proposed amendments to Chapter 26, Zoning, relative to allowance of vinyl siding on certain residential structures in the Neighborhood Frontages within the CD-DT, Downtown Character District.

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

- [43.](#) Allow Bills and Claims for June 5, 2023.

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

#### **Council Referrals**

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, MAY 15, 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 7:30 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.

54293 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of May 1, 2023 be approved as presented and ordered of record. Motion carried unanimously.

54294 - Mayor Green requested that item #11 on the Consent Calendar be moved up on the agenda.

It was then moved by Dunn and seconded by Harding to approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Dr. Vicki Edelnant, Library Board of Trustees, term ending 06/30/2026.
- b) Alan Stalnaker, Planning & Zoning Commission, term ending 11/01/2026.
- c) Sloan Alberhasky, Planning & Zoning Commission, term ending 11/01/2027.

Following comments by Mayor Green, the motion carried unanimously.

54295 - Andrew Shroll, Bicycle and Pedestrian Advisory Committee Member, commented on Bike Month, the Safety Ride of Silence on May 17, 2023, and a poster contest for 1<sup>st</sup> - 6<sup>th</sup> grade students.

Center for Advanced Professional Studies (CAPS) students Kane Shimp, Cy Anderson, Carter Schlotman, and Daniel Asibey distributed compiled data and commented on results from the Cedar Falls Economic Development Corporation (CFEDC) Survey of UNI students.

54296 - Public Safety Director Berte commented on the Peace Officer Memorial event on Wednesday, May 17, 2023 at 10 AM at the Waterloo Veterans Memorial Hall. He also provided an update on the Fire Chief Selection process.

54297 - Mayor Green announced that in accordance with the public notice of May 3, 2023, this was the time and place for a public hearing on proposed amendments to the City's FY2023 Budget. It was then moved by Dunn and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

54298 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Controller/City

Treasurer Roeding provided a summary of the proposed amendments. There being no one else present wishing to speak about the amendments, the Mayor declared the hearing closed and passed to the next order of business.

- 54299- It was moved by Kruse and seconded by Harding that Resolution #23,166, approving and adopting amendments to the City's FY2023 Budget, be adopted. Following comments and questions by Councilmembers Sires, deBuhr, Schultz, Kruse and Ganfield, and responses by Controller/City Treasurer Roeding and Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Dunn. Nay: Sires. Motion carried. The Mayor then declared Resolution #23,166 duly passed and adopted.
- 54300 - Mayor Green announced that in accordance with the public notice of May 5, 2023, this was the time and place for a public hearing on the proposed vacation of certain public right-of-way along Hudson Road. It was then moved by Ganfield and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54301 - The Mayor then asked if there were any written communications filed to the proposed vacation. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Weintraut provided a summary of the proposed vacation. There being no one else present wishing to speak about the vacation, the Mayor declared the hearing closed and passed to the next order of business.
- 54302 - It was moved by Harding and seconded by Kruse that Ordinance #3030, vacating certain public right-of-way along Hudson Road, 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.
- 54303 - Mayor Green announced that in accordance with the public notice of May 5, 2023, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Alley Reconstruction Project. It was then moved by Ganfield and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54304 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a summary of the proposed project. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.
- 54305 - It was moved by Ganfield and seconded by Kruse that Resolution #23,167,

approving and adopting the plans, specifications, form of contract & estimate of cost for the 2023 Alley Reconstruction Project, be adopted. Following comments and questions by Councilmembers Ganfield, Sires, Schultz and Kruse, and responses by City Engineer Wicke, 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 #23,167 duly passed and adopted.

- 54306 - Mayor Green announced that in accordance with the public notice of May 5, 2023, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Seal Coat Project. It was then moved by deBuhr and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54307 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a summary of the proposed project. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.
- 54308 - It was moved by Kruse and seconded by Harding that Resolution #23,168, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2023 Seal Coat Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,168 duly passed and adopted.
- 54309 - It was moved by Ganfield and seconded by Kruse that Ordinance #3027, amending Chapter 26, Zoning, of the Code of Ordinances relative to signage for Civic/Institutional Uses 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, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3027 duly passed and adopted.
- 54310 - It was moved by Kruse and seconded by deBuhr that Ordinance #3028, amending the Zoning Map by removing approximately 3 acres of property located west of the Hudson Road & Ashworth Drive intersection, f/n/a 4919 Hudson Road from A-1, Agricultural District and placing the same in the R-1, Residence District, 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, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3028 duly passed and adopted.

54311 - It was moved by Kruse and seconded by Ganfield that Ordinance #3029, amending the Zoning Map by removing approximately 14.43 acres of property located north of Black Hawk Park Addition and west of Cypress Avenue from A-1, Agricultural District and placing the same in the R-2, Residence District, 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, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3029 duly passed and adopted.

54312 - It was moved by Harding and seconded by Kruse that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of May 1, 2023 relative to the following item:

a) Housing Needs Assessment Report.

Receive and file a communication from the Mayor relative to the appointment of Noah Hackbart as Student Liaison, term ending 04/30/24.

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

a) Assistant Public Safety Director/Fire Chief.

b) Engineering Technician I.

Receive and file the Bi-Annual Report of Community Main Street relative to FY23 Self-Supported Municipal Improvement District (SSMID) funds and an FY23 Economic Development Grant.

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

a) Casey's #1887, 2425 Center Street.

b) Casey's #2630, 5226 University Avenue.

c) Casey's #2865, 5908 Nordic Drive.

d) Casey's #3045, 601 Main Street.

e) Casey's #3610, 1225 Fountains Way.

f) Fareway Stores, Inc. #190, 4500 South Main Street.

g) Fareway Stores, Inc. #974, 214 North Magnolia Drive.

h) Fleet Farm Fuel, 108 West Ridgeway Avenue.

i) Greenleaf Tobacco & Vapor, 5901 University Avenue.

j) Happy's Wine & Spirits, 5925 University Avenue.

k) Kwik Spirits #561, 4116 University Avenue, Suite 104-105.

l) Kwik Star #490, 7500 Nordic Drive.

m) Kwik Star #726, 2019 College Street.

n) Kwik Star #934, 4515 Coneflower Parkway.

o) Metro Mart #3, 103 Franklin Street.

p) Murphy USA #6970, 518 Brandilynn Boulevard.

q) Panther Travel Center, 1525 West Ridgeway Avenue.

r) Walmart #753, 525 Brandilynn Boulevard.

Approve the following applications for retail alcohol licenses:

- a) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - renewal.
- b) Double Tap, 312 Main Street, Class C retail alcohol- renewal.
- c) Famous Dave's, 6222 University Avenue, Class C retail alcohol -renewal.
- d) Casey's General Store, 2425 Center Street, Class E retail alcohol - renewal.
- e) Casey's General Store, 5908 Nordic Drive, Class E retail alcohol - renewal.
- f) Hy-Vee Food Store, 6301 University Avenue, Class E retail alcohol - renewal.
- g) Mini-mart, 1420 West 1st Street, Class E retail alcohol – renewal.
- h) Famous Dave's, 6222 University Avenue, Class C retail alcohol – change in ownership.
- i) Casey's General Store, 5908 Nordic Drive, Class E retail alcohol – change in ownership.
- j) Sturgis Falls Celebration, Gateway Park, Special Class C retail alcohol & outdoor service - 5-day permit.

Motion carried unanimously.

- 54313 - It was moved by Kruse and seconded by Dunn to approve a proclamation recognizing May 2023 as Neurofibromatosis Awareness Month and May 17, 2023 as World Neurofibromatosis Awareness Day. Following comments by TJ Warren, 4106 Sturgis Drive, and mention of events being held on June 3<sup>rd</sup> and September 23<sup>rd</sup>, the motion carried unanimously.
- 54314 - It was moved by Kruse and seconded by Schultz that the following resolutions be introduced and adopted:

Resolution #23,169, approving and adopting new/revised job classifications for the following positions:

- a) Community Services Specialist
- b) Community Services Supervisor
- c) Traffic Technician
- d) Civil CAD/GIS Technician
- e) Content Coordinator

Resolution #23,170, approving and authorizing execution of a Benefits Consultant Agreement with PDCM Insurance relative to the City's benefit plans.

Resolution #23,171, approving and authorizing execution of an Agreement with Push Pedal Pull, Inc. relative to replacement of weightroom equipment at the Recreation Center.

Resolution#23,172, approving and authorizing execution of a Collaborative Program Agreement with the Black Hawk Tennis Club relative to providing Youth Tennis Lessons, in conjunction with the summer recreational programs.

Resolution #23,173, approving and authorizing execution of a Collaborative Program Agreement with the Cedar Falls Tiger Rugby Club relative to providing Youth Non-Contact Rugby, in conjunction with the summer recreational programs.

Resolution #23,174, approving a HWY-1, Highway Commercial Zoning District site plan for construction of a restaurant to be located at the SE corner of Brandilynn Boulevard and Winterberry Drive.

Resolution #23,175, approving an MU, Mixed-Use Residential Zoning District site plan for updated landscaping and signage at 4520 Rownd Street.

Resolution #23,176, approving and authorizing Amendment #4 to the Entitlement Community Development Block Grant COVID-19 Program Contract with the Iowa Economic Development Authority relative to Community Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #23,177, approving and accepting a Warranty Deed, in conjunction with the expansion of the West Viking Road Industrial Park.

Resolution #23,178, approving and authorizing execution of two Leases relative to property vacated by flood buyout programs.

Resolution #23,179, approving and accepting the contract and bond of Dave Schmitt Construction Co. Inc. for the Ashworth Drive Extension Project.

Resolution #23,180, receiving and filing the bids, and approving and accepting the bid of Dave Schmitt Construction, in the amount of \$2,633,563.41, being the lowest bid received for the North Cedar Heights Area Reconstruction Project – Phase 1A.

Resolution #23,181, approving and authorizing execution of a Professional Service Agreement with JCG Land Services, Inc. for land acquisition services relative to Engineering Division projects.

Resolution #23,182, receiving and filing, and setting June 5, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Sidewalk Assessment Project – Zone 1.

Resolution #23,183, setting June 5, 2023 as the date of public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Technology Pkwy Properties, LLC.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,169 through #23,183 duly passed and adopted.

- 54315 - It was moved by Dunn and seconded by Harding that Resolution #23,184, approving and adopting the Housing Needs Assessment Report, be adopted. Cedar Falls Economic Development Corp. (CFEDC) Executive Director Jim Brown commented and read letters of support from members of the community. The following individuals spoke in support of the report: Mark Kittrell, 1605 West 12th Street, Dave Kivett, 1115 Oak Park Boulevard, and Bob Manning, 2908



West 3rd Street. Following comments and questions by Councilmembers deBuhr, Dunn, Sires, Schultz, Harding, Kruse and Ganfield, and Mayor Green, and responses by INRCOG Executive Director Brian Schoon, it was moved by Ganfield and seconded by Kruse to refer further discussion to a Work Session. Following questions and comments by Councilmembers Ganfield, Harding, Schultz and Kruse, Mayor Green, Bob Manning, and Grow Cedar Valley President & CEO Cary Darrah, and responses by City Attorney Rogers and Schoon, it was moved by Schultz and seconded by Dunn to call the question. Motion to call the question failed 4-3 (5 aye votes required), with Kruse, Ganfield and Sires voting Nay. Following additional comments by Councilmembers Kruse, Schultz and Harding, the motion to refer discussion to a Work Session failed 3-4, with Schultz, Harding, Ganfield and Dunn voting Nay. The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Harding, Ganfield, Dunn. Nay: Kruse, deBuhr, Sires. Motion Carried. The Mayor then declared Resolution #23,184 duly passed and adopted.

- 54316 - It was moved by Ganfield and seconded by Dunn that Resolution #23,185, supporting a Workforce Housing Tax Credit Program application to be submitted to the Iowa Economic Development Authority by BJW Holdings, LLC for Workforce Housing Tax Credits for the proposed Cottage Courts project at 215 West 9th Street, be adopted. Following questions by Councilmembers deBuhr, Sires and Harding, and responses by Developer Brian Wingert, 2110 Flynn Drive, and Planning & Community Services Manager Howard, comments by CFEDC Executive Director Jim Brown and closing supportive comments by Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Dunn. Nay: deBuhr, Sires. Motion Carried. The Mayor then declared Resolution #23,185 duly passed and adopted.
- 54317 - It was moved by Ganfield and seconded by Harding that Resolution #23,186, of support for a Workforce Housing Tax Credit application to be submitted to the Iowa Economic Development Authority by CV Commercial, LLC for Workforce Housing Tax Credits for the proposed College Hill Mixed Use project at 2119 College Street, be adopted. Following a question by Councilmember deBuhr and response by Economic Development Coordinator Graham, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Dunn. Nay: deBuhr, Sires. Motion Carried. The Mayor then declared Resolution #23,186 duly passed and adopted.
- 54318 - It was moved by Kruse and seconded by Dunn that the bills and claims of May 15, 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.
- 54319 - Community Development Director Sheetz responded to a question by

Councilmember Kruse regarding a previous referral on vinyl siding downtown.

City Attorney Rogers responded to a question by Councilmember Kruse regarding a previous referral on the 20-year limit on boards & commissions.

Community Development Director Sheetz responded to a question by Councilmember Kruse regarding a previous referral on plantings in the right-of-way.

Public Safety Director Berte responded to a question by Councilmembers Sires regarding crime.

Public Works Director Schrage responded to a question by Councilmember Kruse regarding a traffic light at the intersection of 1st Street and Union Road.

54320 - It was moved by Kruse and seconded by Dunn that the meeting be adjourned at 9:36 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



## ADMINISTRATION

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

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** May 25, 2023  
**SUBJECT:** Technology Pkwy Properties, LLC Economic Development Project

### INTRODUCTION

For the past several months, staff has been working with Adam Haynes with Technology Pkwy Properties, LLC toward the construction of a new 9,600 square foot building in the West Viking Road Industrial Park. The proposed project will occur on Lot 5 of West Viking Road Industrial Park Phase III, which is a 2.15-acre parcel located at the corner of Production Drive and Technology Parkway. Due to building setback/open space requirements, and its unique lot shape, only approximately 1-1.25 acres of this lot will be useable for building, parking, etc. This new facility will have a minimum building valuation and permit valuation of \$750,000 and a total project minimum assessed valuation of \$890,500 (including land).

### DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by Technology Pkwy Properties, LLC, and will consist of an approximate 9,600 square foot building to be located along Technology Parkway, just north of Air King Filtration and east of a recently approved project for CF Storage, LLC. The proposed project will have a minimum building valuation of \$750,000, and a total project valuation including land of \$890,500. Technology Pkwy Properties, LLC will commence construction this summer with completion anticipated within approximately 9-12 months.

### COMPANY PROFILE

Adam Haynes founded Simple Mining in Cedar Falls in early 2021. Adam has lived in Cedar Falls since 2017 when he started his first business, Quick Phix, now CPR Cell Phone Repair. Simple Mining is a vertically integrated Bitcoin mining company that provides hosting, repairs, manufacturing, and sales for both public and private companies across the globe.

The company has now outgrown their leased space at 2412 Waterloo Road in Cedar

Falls and needs to have a larger building that provides room for expansion in the future. Simple Mining currently has 10 employees in Cedar Falls but hopes to increase this in the future as their business continues to grow. More information about Simple Mining can be found at their company website [simplemining.io](http://simplemining.io).

## **ECONOMIC DEVELOPMENT INCENTIVES**

### **Land Incentive**

For the proposed Technology Pkwy Properties, LLC project, the company would receive at no cost, Lot 5 of West Viking Road Industrial Park Phase III. This lot is oddly shaped, in that the north and east end of the property is located along a curve in the road and at an intersection, which does limit the buildable area of the lot. However, there is adequate space at the south end of the property for a building of this size, along with a parking area and vehicle/delivery access from Technology Parkway. Given that, staff feels that the land incentive provided for this project is consistent with prior City land incentives for other comparable projects.

### **Industrial Partial Property Tax Exemption**

Because the taxable valuation of this project will be below \$1,000,000, there will be no tax incentives included with this project.

## **Conclusion**

As this memorandum indicates, Technology Pkwy Properties, LLC is proposing to construct a new 9,600 square foot industrial building on Lot 5 of West Viking Road Industrial Park Phase II. The proposed new construction building project will have a minimum building permit valuation of \$750,000 and a total Minimum Assessed Valuation of \$890,500 including land. Construction would commence this summer with completion anticipated in approximately 9-12 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Technology Pkwy Properties, LLC has been reviewed by both parties, and is attached for your review and approval.

## **RECOMMENDATION**

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

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Technology Pkwy Properties, LLC, and approving and authorizing execution of a Deed Without Warranty conveying title to certain real estate to Technology Pkwy Properties, LLC.

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

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



**Technology Pkwy  
Properties, LLC  
9,600 SF Facility**

Item 2.

**Bossard**

**Ashley  
Furniture  
Distribution  
Center**

Capital Way

**Hawkeye  
Corrugated  
Box**

**Zuidberg**

Production Dr

Technology Pl

Technology Pkwy

**Project Location**

**Air King**



1" = 16'

**AGREEMENT FOR PRIVATE DEVELOPMENT**

**BY AND BETWEEN**

**THE CITY OF CEDAR FALLS, IOWA**

**AND**

**TECHNOLOGY PKWY PROPERTIES, LLC**



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## AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Technology Pkwy Properties, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 250 State Street, #413, Cedar Falls, Iowa, 50613.

### WITNESSETH:

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

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

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

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

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

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

## ARTICLE I. DEFINITIONS

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

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

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

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

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

Code or Code of Iowa means the Code of Iowa, 2023, as amended.

Commencement Date means the date of the issuance by the City of a building permit for the Minimum Improvements.

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

County means the County of Black Hawk, Iowa.

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

Developer means Technology Pkwy Properties, LLC.

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

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

Industrial Use Warehouse and Office Facility means the Minimum Improvements.

Minimum Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Minimum Improvements shall mean the construction of an Industrial Use Warehouse and Office Facility totaling at least 9,600 square feet of space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

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

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

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

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

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

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

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

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

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

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

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement

or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

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

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

- (b) The Developer desires to construct the Minimum Improvements on the Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all applicable local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.



- (h) The construction of the Minimum Improvements will require a total construction cost of not less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00), and a taxable valuation of Eight Hundred Ninety Thousand Five Hundred and no/100 Dollars (\$890,500.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the proposed activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate in good faith with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1<sup>st</sup> day of June, 2024.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the cost of the Minimum Improvements to be constructed shall not be significantly less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00), by no later than the 1<sup>st</sup> day of October, 2023.

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

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

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

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

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

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

#### ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

## ARTICLE V. INSURANCE AND CONDEMNATION

### Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time

to time at the request of the City, furnish the City with proof of payment of premiums on):

- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
  - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.
  - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the

minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.

- (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
  - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.
- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements

or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.

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

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

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

## ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to an Assessor's Minimum Actual Value, of not less than Eight Hundred Ninety Thousand Five Hundred and no/100 Dollars (\$890,500.00), before rollback, as of the completion of the Minimum Improvements, but no later than January 1, 2025. Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for

property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until the 31st day of December, 2034 (the "Termination Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement in the form attached hereto as Exhibit D.

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

Section 6.3 Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions by Developer of or in relation to the Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

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

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

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

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained



on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.

- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except reimbursement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

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

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Manufacturing Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of

Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2025, and ending on November 1, 2034, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

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

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of the County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9(a). In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located

and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

(i) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

## ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

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

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

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer

or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases and subleases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City to the extent required by this Article VII, shall be null and void.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
  - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
  - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such

obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

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

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

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

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

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

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer's covenants as contained in this Agreement.

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

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

Section 8.4. Environmental Matters. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as

to the environmental condition of the Development Property. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have a period of 180 days from the execution of this Agreement to inspect and investigate the Development Property and the physical condition thereof, including, without limitation, environmental contamination or deficiencies, to Developer's sole satisfaction, and at any time during this period, may cancel this Agreement (due to the existence of any such environmental contamination or deficiencies) by giving to the City written notice of its decision to cancel this Agreement. The City authorizes Developer and/or its agents and contractors access to the Development Property for purposes of conducting such inspections and investigations as Developer may desire.

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

Section 8.6 Time and Place for Closing and Delivery of Deed. The City's obligation to deliver the Deed and possession of the Development Property to Developer, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before the 1<sup>st</sup> day of July, 2023, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date" or "Closing").

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

Section 8.8 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

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

Section 8.10. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain

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

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

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

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

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



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

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

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

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

## ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Development Property or Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to

claims for the construction, installation, ownership, and operation of the Minimum Improvements.

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

## ARTICLE X. REMEDIES

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

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

- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (i) The Developer shall:
  - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - (ii) make an assignment for the benefit of its creditors; or
  - (iii) admit in writing its inability to pay its debts generally as they become due; or
  - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (j) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

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

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

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

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

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

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

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

## ARTICLE XI. MISCELLANEOUS

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

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

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

DEVELOPER: Mr. Adam Haynes  
Member  
Technology Pkwy Properties, LLC  
250 State Street, #413  
Cedar Falls, IA 50613

With a copy to: Rush Nigut  
Brick Gentry, P.C.  
6701 Westown Parkway #100  
West Des Moines, Iowa 50266

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

(SEAL)

CITY OF CEDAR FALLS, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

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

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

DEVELOPER

Technology Pkwy Properties, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_  
Adam Haynes, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Adam Haynes, Member, Technology Pkwy Properties, LLC, an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## EXHIBIT A

DEVELOPMENT PROPERTY

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

Lot 5, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.15 acres more or less).

## EXHIBIT B

### MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Warehouse and Office Facility totaling at least 9,600 square feet of space, all as set forth in the Construction Plans approved by the City in compliance with the terms of the Development Agreement.

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

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

#### Schedule of Performance

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

## EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Technology Pkwy Properties, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 450 State Street #413, Cedar Falls, Iowa 50613; did on or about the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 5, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.15 acres more or less)

(the "Development Property"); and

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

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

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

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

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

## EXHIBIT D

## MINIMUM ASSESSMENT AGREEMENT

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

## WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 2023 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 5 West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.15 acres more or less)

(the "Development Property"); and

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

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2023, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

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

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

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2025, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Eight Hundred Ninety Thousand Five Hundred and no/100 Dollars (\$890,500.00), before rollback (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement.

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

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 2.15 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

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

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

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

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

## THE CITY OF CEDAR FALLS, IOWA

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

DEVELOPER:

Technology Pkwy Properties, LLC  
An Iowa limited liability company

By: \_\_\_\_\_  
Adam Haynes, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Adam Haynes, Member, Technology Pkwy Properties, LLC, an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



## CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 2.15 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$890,500.00, before rollback, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

\_\_\_\_\_  
County Assessor for Black Hawk County, Iowa

\_\_\_\_\_  
Date

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

\_\_\_\_\_  
Date

EXHIBIT E  
FORM OF LEGAL OPINION

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

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and Technology Pkwy Properties, LLC, an Iowa limited liability company

City of Cedar Falls, Iowa:

As counsel for Technology Pkwy Properties, LLC (the "Developer"), and in connection with the execution and delivery of a certain Agreement for Private Development (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of \_\_\_\_\_, 2023, we hereby render the following opinion:

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

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

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

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

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

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

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

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

Very truly yours,

BRICK GENTRY, P.C.

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

Rush Nigut, Attorney at Law  
6701 Westown Parkway, #100  
West Des Moines, Iowa 50266

## EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Technology Pkwy Properties, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 250 State Street #413, Cedar Falls, Iowa 50613, did on or about the \_\_\_\_ day of \_\_\_\_\_, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to acquire and develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 5, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.15 acres more or less)

(the "Development Property"), and

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

DEVELOPER:  
Technology Pkwy Properties, LLC  
an Iowa limited liability company.

By: \_\_\_\_\_  
Adam Haynes, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by Adam Haynes, Member, Technology Pkwy Properties, LLC, an Iowa limited liability  
company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

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

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

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND TECHNOLOGY PKWY PROPERTIES, LLC, AND APPROVING AND AUTHORIZING EXECUTION OF A DEED WITHOUT WARRANTY CONVEYING TITLE TO CERTAIN REAL ESTATE TO TECHNOLOGY PKWY PROPERTIES, LLC.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,279 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from Technology Pkwy Properties, LLC ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, a copy of which Agreement is attached hereto and incorporated by this reference, pursuant to which Agreement, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Use Warehouse and Office Facility totaling at least 9,600 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 5, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.15 acres more or less); and

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

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the Minimum Improvements and the Development Property would be established at an amount not less than \$890,500 for a period through December 31, 2034; and

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

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

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial



building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3); and

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

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

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

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a deed conveying title to the Development Property to the Developer consistent with the terms and conditions of the Agreement.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

# CERTIFICATE

STATE OF IOWA )  
 ) SS:  
COUNTY OF BLACK HAWK: )

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Jacqueline Danielsen, MMC  
City Clerk of Cedar Falls, Iowa

## DEED WITHOUT WARRANTY

For the consideration of One Dollar (\$1.00) and other valuable consideration, the City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa ("Grantor"), does hereby convey to Technology Pkwy Properties, L.L.C., an Iowa limited liability company ("Grantee"), the following described real estate in Black Hawk County, Iowa:

**This transfer is exempt according to Iowa Code § 428A.2(6).**

Lot 5, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances and limited access provisions of record, if any, and to existing easements of record.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_.

GRANTOR:

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

Robert M. Green, Mayor

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

Jacqueline Danielsen, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK:

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

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR IOWA

My commission expires: \_\_\_\_\_



## 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:** Brett Armstrong, Civil Engineer II

**DATE:** June 5<sup>th</sup>, 2023

**SUBJECT:** 2023 Sidewalk Assessment Project – Zone 1  
 SW-000-3301  
 Public Hearing

Submitted within for City Council Approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Sidewalk Assessment Project – Zone 1.

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

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

The total estimated cost for the construction of this project is \$171,952.12.

The Engineering Division recommends approving the Plans, Specifications and Estimate of Costs and Quantities for the 2023 Sidewalk Assessment Project – Zone 1.

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

BID TABULATION						
<p align="center"><b>2023 SIDEWALK ASSESSMENT PROJECT</b>  <b>CITY PROJECT NO. SW - 000 - 3301</b>  <b>ENGINEER'S ESTIMATE</b></p>						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	2010-108-D-3	OFF SITE TOPSOIL	C.Y.	\$100.00	46.06	\$ 4,606.00
2	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$90.00	644.58	\$ 58,012.20
3	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	\$125.00	633.96	\$ 79,245.00
4	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	\$150.00	10.52	\$ 1,578.00
5	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$15,000.00	1.00	\$ 15,000.00
6	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$5.50	2456.53	\$ 13,510.92
TOTAL PROJECT ESTIMATE						<u>\$171,952.12</u>

May 15, 2023

Mayor Rob Green  
220 Clay St.  
Cedar Falls, IA 50613

Dear Mayor Green,

I'm writing to you today asking for your help with a matter that I find concerning. This has to do with the recent sidewalk deficiencies and subsequent notices that were sent out in my area of Cedar Falls.

Now, I hate to dog on the city of Cedar Falls, as they are my employer (I'm a 3rd year employee of the city mowing operations crew).

Please take a minute and check out the labeled photos I've included.

My home is at 504 Franklin Street. I've lived there for 35 years.

Please notice the photos of the north side of my home, where my sidewalk was marked as bad.

My 2 sections were not level with the adjacent sections.

Approximately 3/4" off. A clear tripping hazard.

When the frost left the ground I took it upon myself to remedy the problem by simply jacking up the sidewalk and providing a good base underneath. I've included before and after photos of my 2 sections of sidewalk. I did this prior to the 2nd notice I received from the city. I feel I did a good job.

About 2 weeks ago, I met with City Engineer Brett Armstrong, informing him that the repairs had been made. He informed me that these sections would still need to be removed and new concrete poured. I feel this is ridiculous, as these sections were still good solid sections. Just out of level. I feel I did a good job in making this correct and safe. However, I failed to convince Mr. Armstrong that my work was adequate.

I then pointed out to Mr. Armstrong some other sidewalk deficiencies in my neighborhood (actually just around my own block) that are in much worse condition than mine, and are NOT marked for repair. See my enclosed photos. I read that if the sidewalks are 3/4" or more off from the next section it's a tripping hazard, I totally agree with that statement.

Well, my question to you is, why are there such inconsistencies in the sidewalks that are marked? Some marked that are not too bad, and some that are bad and NOT marked at all? So inconsistent and so unfair! It costs approximately \$500 per section to replace. So for many this is a very big deal! Mr. Mayor, please take a walk around my block or other blocks to see for yourself what I'm talking about.

I did sign the form for the City to contact a contractor to make my repairs. However, now I wish I had not signed it. I should have waited until I had at least contacted you on this issue.

Mr. Mayor, if you have any questions for me about my concerns, please contact me.

Thank you.

Jeff Wickersham





Bad  
501 Clay

501 = CLAY

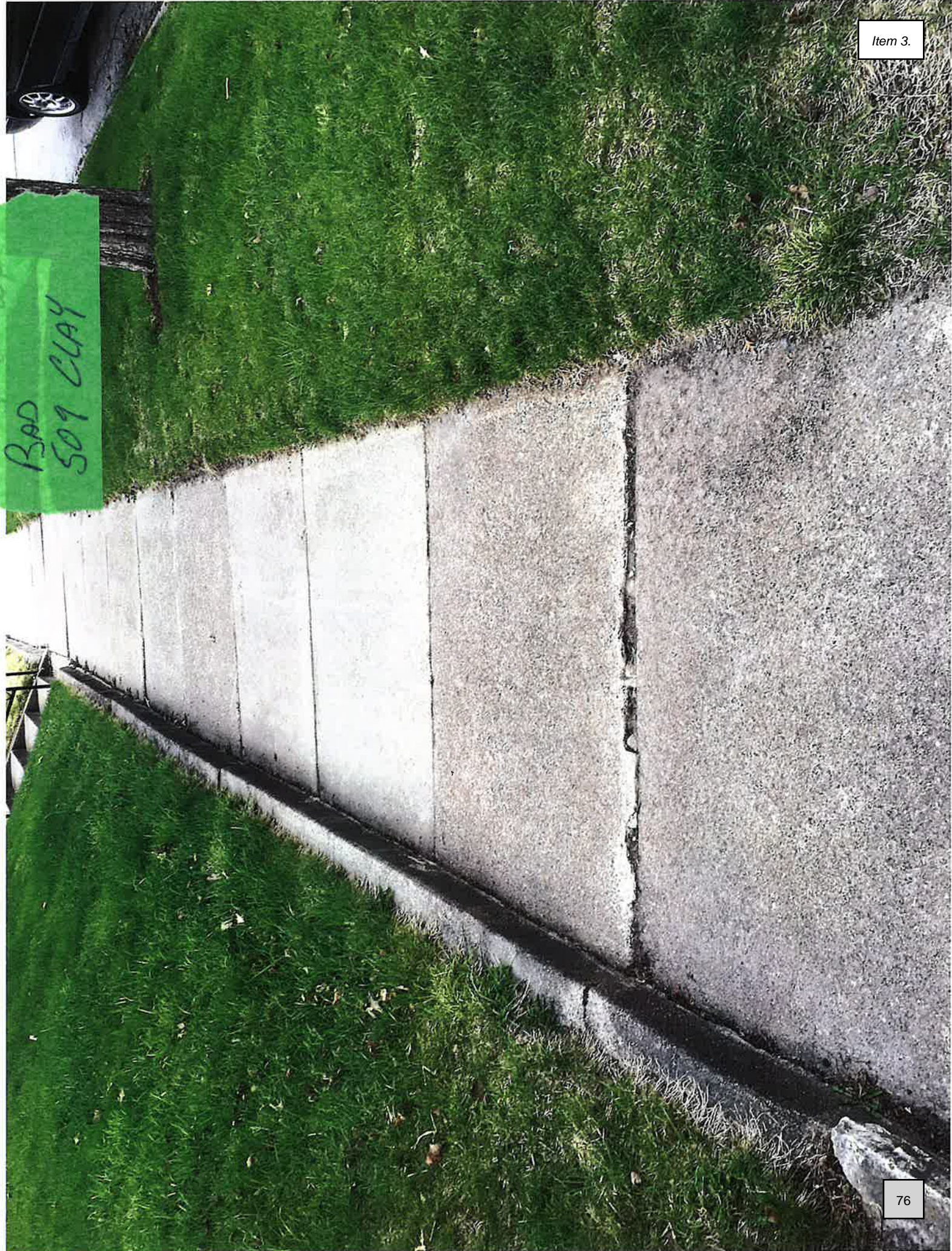




BAD SO9 CLAY

Item 3.









Item 3.

Bad Soil Clay



6TH ST.  
BETWEEN FRANKLIN &  
BAS, NO MARK. CLAY

419.7  
823  
6.67



516 CLAY  
BAD / NOT MARKED





Sent from my TCL FLIP Go

516 CLAY  
5 1/4" BAD  
114 OFF





504 Franklin St.





MY SIDEWALK  
BEFORE





MY SIDEWALK  
AFTER (REPAVED)





**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:** Thom Weintraut, AICP, Planner III  
**DATE:** May 15, 2023  
**SUBJECT:** Right-of-Way Vacation Request – Hudson Road

**REQUEST:** Street Right-of-Way (ROW) Vacation for a portion of Hudson Road (VAC23-001)

**PETITIONER:** David A. Nicol

**LOCATION:** 1,728 sq. ft. of public right-of-way located on the west side of Hudson Road approximately 200 feet north of the intersection of Hudson Road and Ashworth Drive.

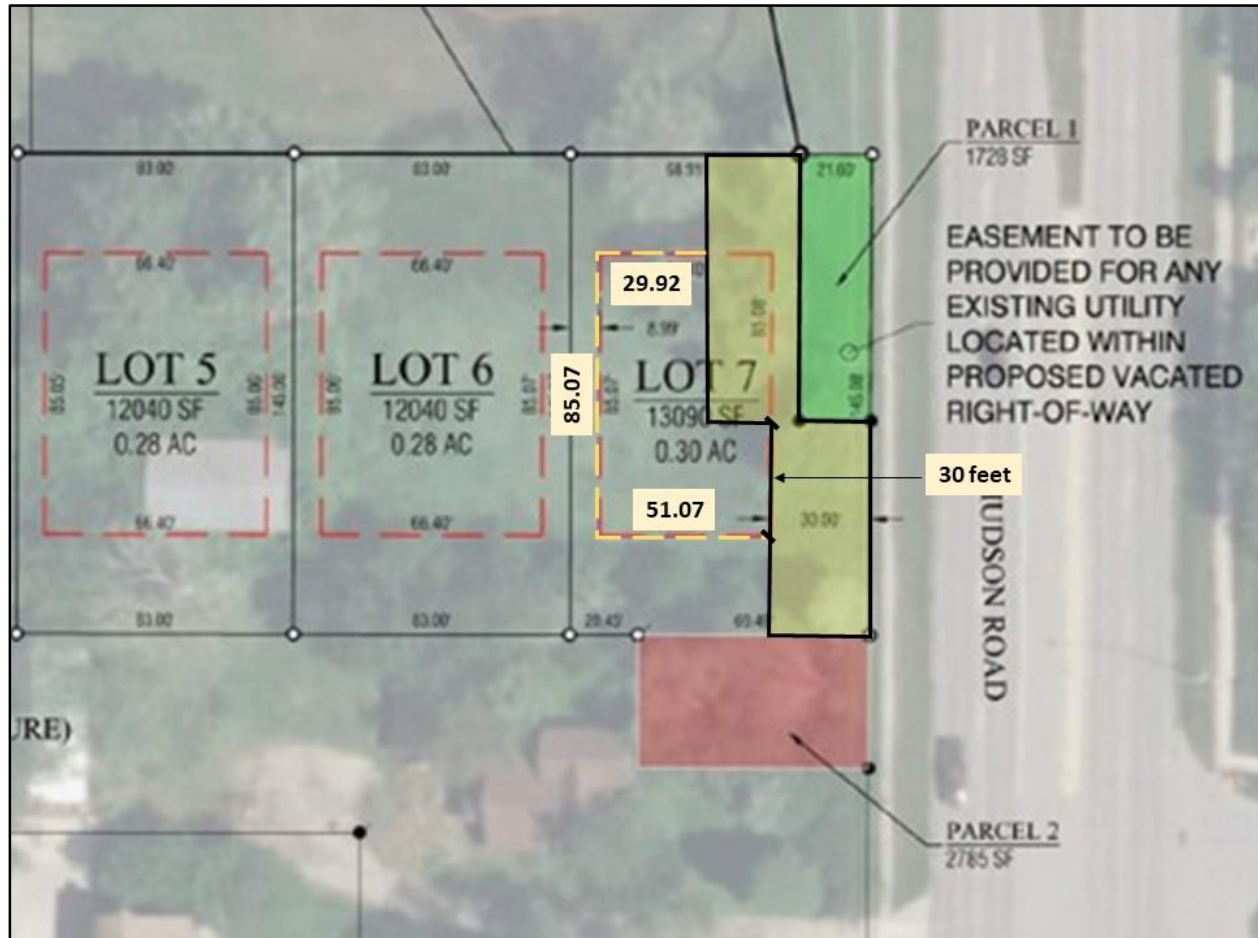
**PROPOSAL**

David A. Nicol has requested a vacation of 1,728 sq. ft. (parcel 1) of the public right-of-way located on the west side of Hudson Road approximately 200 feet north of the Ashworth Drive intersection (see attached ROW exhibit). As you are aware, Mr. Nicol is in the process of rezoning the property adjacent to Hudson Road and Ashworth Drive, extended, to R-1, Residence District. If the rezoning is approved, he intends to submit a preliminary and final plat for the property. The proposed vacation will allow for a more typical rectangular home lot along the eastern edge of the property. In addition, the City would like to obtain an additional 2785 sq. ft. (parcel 2) of right-of-way for the construction of the Ashworth Drive extension. Mr. Nicol will provide the additional right-of-way at the time of final platting of his subdivision.

**BACKGROUND**

In 1988, the right-of-way along the west side of Hudson Road was conveyed to the City as part of the plans to expand Hudson Road to four lanes. In 2022, the City purchased a 0.89 acre portion of the property, including the former residential structure, to build an extension of Ashworth Drive from Hudson Road to Ashworth Drive in Prairie Winds 4<sup>th</sup> Addition. Mr.

Nicol has provided a concept layout for the subdivision of the property into seven (7) lots. Mr. Nicol is proposing to plat lots similar in width and area to the adjoining lots in Prairie Winds 4<sup>th</sup> Addition. The proposed Lot 7 (see lot exhibit with lot layout proposal) is a corner lot and is required by Section 26-127 to have a street side yard of 30 feet as measured from the right-of-way line along Hudson Road. Because of the irregular shape of the right-of-way on Hudson Road in this location, the placement of a dwelling on Lot 7 would be difficult. As shown in the illustration below, because of the required 30' setback from Hudson Road, the buildable area of this lot is quite small, despite the fact that it is larger in area than the other lots.



## ANALYSIS

In considering a right-of-way vacation, City staff analyzes several factors:

1. Is the right-of-way needed for public use?  
As shown in the image above, there is a public sidewalk located along both sides of Hudson Road that provides for pedestrian and bicycle movement along the corridor. If vacated, the sidewalk along the west side of Hudson Road will still be greater than

5 feet from the proposed lot line of the parcel. The area to be vacated is not needed for traffic, pedestrian, or bicycle movement.

2. Is the right-of-way needed for access to private property?

Vacating this portion of the right-of-way will not impact any future anticipated access to Hudson Road. Access to any new lots proposed in this area will be from Ashworth Drive, extended. No additional driveways will be allowed to Hudson Road, which is a limited access arterial street. in this area.

3. Are there any utilities within the right-of-way that will need to be retained?

CFU has a 20" water main that runs in part of that proposed vacation area. CFU is accepting of the vacation, provided a utility easement is established on the proposed vacation parcel. If the vacation is approved and land conveyed to the Nicols, an easement must be established to protect these utilities. Mr. Nicol has a request to rezone the adjacent property to R-1 and if granted, Mr. Nicol will be following up with a Preliminary and Final Plat. If the City Council approves the vacation and Mr. Nicol purchases the vacated right-of-way, it will be incorporated into the plat and an easement will be established for the water line.

### TECHNICAL COMMENTS

The City's Technical Review Committee does not have any concerns or objections with the proposed right-of-way vacation, provided an easement is established to protect the public utilities along the street corridor as noted in the staff report.

### STAFF RECOMMENDATION

The Community Development Department recommends approval of the proposed right-of-way vacation, subject to the following conditions:

An appropriately sized easement satisfying CFU is established along Hudson Road in the area subject to the vacation.

### PLANNING & ZONING COMMISSION

Discussion  
4/12/2023

Chair Lynch introduced the item and Mr. Weintraut provided background information. He explained that there is a request by the owner, Mr. Nicol, to vacate a portion of right-of-way on Hudson Road. In 2022 the City purchased a portion of Nicol's property for a new street. Mr. Nicol is in the process of rezoning the property to R-1 and has provided a concept layout for a subdivision. If the vacation of the right-of-way is approved, the area will become part of Lot 7, which would make it less difficult to place a house on the lot. As part of the vacation, the City would like to work with Mr. Nicol and obtain a portion of the proposed Lot 7 to help widen the right-of-way, making it easier to install infrastructure and construct an extension of Ashworth Lane. There could be considered of a trade when the subdivision takes place. There is a sidewalk on the west side of Hudson Road that provides pedestrian and bicycle movement. If vacated, the sidewalk will still be on public right-of-way and located at least five feet from the property. The vacation of public right-of-way will not affect access to private

property as the new street construction has provided access. Staff recommends approval of the request to vacate the right-of-way with the condition that an appropriately sized easement is established along Hudson Road in the area subject to the vacation.

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

Attachments: Location Map  
Right of Way Vacation Exhibit







Item 4.

Hudson Road Right-of-Way Vacation

Prepared by: Thomas Weintraut, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600  
 After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

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### **ORDINANCE NO. 3030**

#### **AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ABUTTING HUDSON ROAD, 200 FEET NORTH OF THE INTERSECTION OF HUDSON ROAD AND ASHWORTH DRIVE, IN THE CITY OF CEDAR FALLS, IOWA (VAC23-001)**

**WHEREAS**, the Planning & Zoning Commission has considered a request to vacate 1,728 square feet of public right-of-way located along the western edge of Hudson Road; and

**WHEREAS**, the Commission has determined that there is an excess amount of land in the aforementioned location that is not currently used for right-of-way purposes nor will it be used in the future for such purpose; and

**WHEREAS**, the Commission recommends that it is in the best interest of the City to vacate the subject portion of right-of-way, retaining perpetual easements for utilities, with the intent to make said area of land available for purchase according to Section 306.23, Iowa Code.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa:

**SECTION 1.** A portion of the public right-of-way located along the western edge of Hudson Road north of the intersection with Ashworth Lane, hereinafter described, is hereby vacated:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION NO. 26, TOWNSHIP NO. 89, RANGE NO. 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 13 OF PRAIRIE WINDS 4<sup>TH</sup> ADDITION, ALSO BEING THE WEST RIGHT OF WAY OF HUDSON ROAD, THENCE S89°52'43"E 21.60'; THENCE S00°19'59"W 80.31'; THENCE N89°55'21" 21.42' ALONG THE



SAID RIGHT OF WAY OF HUDSON ROAD; THENCE N00°12'25"E 80.33'  
ALONG THE SAID RIGHT OF WAY OF HUDSON ROAD TO THE POINT OF  
BEGINNING, CONTAINING 0.04 ACRES MORE OR LESS.

SECTION 2. All Ordinances or parts of Ordinances in conflict with the provisions of  
this Ordinance are hereby repealed.

INTRODUCED: \_\_\_\_\_ May 15, 2023 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 15, 2023 \_\_\_\_\_

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

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

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

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

**ATTEST:**

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

## MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street  
May 15, 2023

Item 5.

The meeting of Standing Committees met at City Hall at 6:20 p.m. on May 15, 2023, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

### Committee of the Whole:

Chair Harding called the meeting to order and introduced the only item on the Committee of the Whole Agenda, presentation on potential Emeritus program for former City elected officials and introduced Mayor Rob Green. Mayor Green provided a summary of the program and stated the voluntary program is open to any past elected official in good standing and membership would be indefinite if the member remains in good standing; participants would be goodwill ambassadors for the City, could mentor new Councilmembers, and attend City functions such as the ceremony in January for end of Council terms. Councilmembers, Mayor Green, and past elected official Paul Rider discussed that this is already happening informally; benefits of recognizing past elected officials, encouraging their participation and civic engagement; and responded to Councilmembers concerns that the program may become politicized and stated; that this group will have no decision making authority but will share experiences, wisdom, and mentoring; Mayor responded to concerns with proposed joint Council-Emeritus group work sessions and round-table discussions, and participation in goal-setting and other meetings. Mayor Green stated he would make revisions based on this discussion and release the updated policy mid-June.

### Public Works Committee:

Chair Schultz introduced the only item on the Public Works Committee Agenda, request for no parking on portion of Bluebell Road and introduced City Engineer David Wicke. Mr. Wicke shared a presentation and overview of proposed restriction of parking on Bluebell Road following a February 6<sup>th</sup> Council referral. Mr. Wicke provided background information on the street details, sidewalks, calls for service, stakeholders, and an aerial photo of the proposed restricted areas. He stated that staff had reached out to shareholders to discuss proposed on-street parking restrictions and shared their comments. Staff recommends a motion from Council to have staff draft an ordinance for restricted parking along Bluebell Road as shown in the exhibit. Councilmembers discussed the citizens' request prompting the referral, current zoning, street width and parking restrictions in similar areas such as the Industrial Park, traffic count and injuries, possibility of higher traffic speeds, effects of construction at Mercy One and the roundabout on parking, and allowance for temporary revocation of parking restriction for certain large events in the area. Councilmember Ganfield motioned to recommend staff draft an ordinance to restrict parking on Bluebell Road as shown in the exhibits; Councilmember Harding seconded. Councilmember Harding requested clarification if an ordinance needed to be drafted or the restricted parking added to the last; City Attorney Kevin Rogers responded to enforce parking an ordinance must be drafted. There being no public comment and no further Council comments, Chair Schultz called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion carried unanimously.

Meeting adjourned at 7:20 p.m.

Minutes by Katie Terhune, Administrative Assistant



ROBERT M. GREEN

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

Item 6.

## MEMORANDUM

Office of the Mayor

*Robert M. Green*

**FROM:** Mayor Robert M. Green

**TO:** City Council

**DATE:** May 31, 2023

**SUBJECT:** Signed Sister City Agreement with the City of Ferizaj, Kosovo

1. In response to the 2025 Community-Wide Strategic Plan's objective to develop sister city partnerships for student exchanges, I have recently completed a ten-day visit to Kosovo to formally sign the agreement. This requirement was assigned in the plan to the Mayor's Office, and the Cedar Falls City Council approved the agreement language in its August 17, 2020 regular meeting. The signed agreement is attached for receive-and-file.
2. The ten day (May 18-28) joint trip with UNI's President Mark Nook and his staff, achieved the following key city-related items:
  - a. Signing agreement with the Mayor (Kryketar) of Ferizaj, Agim Aliu and addressing of the Ferizaj Municipal Assembly.
  - b. City tour and discussions with the leadership of MuralFest, a renowned city mural-painting non-profit in Ferizaj with close ties to the city government.
  - c. Visit to a primary school in Ferizaj to being relationship-building for pen-pal and other virtual student cultural exchange opportunities with Cedar Falls.
  - d. Initial dialogue and visitation with the Ferizaj Police, to explore federally-funded opportunities (Fulbright Professionals Program) for short-term exchange programs with the Cedar Falls Department of Public Safety.
  - e. Induction as an honorary member of the Ferizaj Rotary Club, and celebration of their 15<sup>th</sup> anniversary, to promote future student exchanges between Ferizaj and Cedar Falls.
  - f. Multiple joint visits with UNI to communities throughout Kosovo, to build goodwill and open doors for student and faculty exchanges to Cedar Falls.

- g. A two-hour goodwill visit and tour of Camp Bondsteel, the U.S. military base near Ferizaj which has a twenty-year history with the Iowa National Guard and numerous Cedar Falls residents.
3. During the visit, I was highly impressed with Kosovo's natural beauty, modern economy, love for the United States, and warm, friendly, hospitable people. As we seek to develop globally-minded young people and provide opportunities for increased cultural awareness, I can't imagine a better partner country than Kosovo, or a more enthusiastic city partner than Ferizaj and Mayor Agim Aliu.
  4. I look forward to leading city efforts to develop our new sister city partnership and to engage organizations like the Cedar Falls Sister Cities Committee, Cedar Falls Community Schools, UNI International Relations, and our area Rotary Clubs to begin carrying out activities under our signed agreement with Ferizaj.
  5. Thank you for your support of this program, which is very similar to programs implemented by cities across Iowa. Given Iowa's special relationship with Kosovo through Governor Branstad's 2015 Sister States Agreement, it is gratifying to have Cedar Falls in this program as well.
  6. This official visit was funded through the Mayor's annual travel budget; no additional expenses were incurred by the city, and the agreement does not financially obligate the city in any way.
  7. Please contact me with any questions about the agreement or possible activities going forward.

Xc: City Administrator  
Communications Specialist

#



▲ PHOTO 1: Mayor Green & Mayor Aliu after signature of the Sister City Agreement



▲ PHOTO 2: Visiting Mayor Aliu and his staff in his office, along with UNI Delegation.





▲ PHOTO 3: Mayor Green presenting the Chair of the Municipal Assembly, Xhavit Zariqi, with a painting of Cedar Falls downtown and a mayor's certificate to make all residents of Ferizaj honorary residents of Cedar Falls.



▲ PHOTO 4: Engaging leadership of Rotary Club of Ferizaj for future student exchanges.



▲ PHOTO 5: Exploring & pursuing potential industry partnership opportunities for the Cedar Falls Industrial and Technology Parks in the years ahead. Kosovo has a smart and motivated workforce, but limited direct access to capital to pursue business opportunities.



▲ PHOTO 6: The UNI delegation and I explored the InstaBuilt campus, which designs and manufactures high-end pre-built homes for installation around the world. The company has recently completed a new subdivision in Houston, Texas using this process.





▲ PHOTO 7: Visiting a local primary school to attend a presentation of traditional ethnic Albanian Kosovar dances and music by the students.



▲ PHOTO 8: Classroom dialogue with primary school students. Their English was excellent, as nearly all Kosovar students study many years of English in school, and then in the community as well.

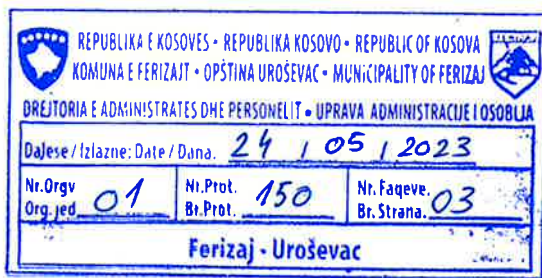




▲ PHOTO 9: A Saturday morning visit to Camp Bondsteel allowed us to meet Lt. Col. Brady, the U.S. Army's regional commander. We learned about the NATO mission in the region and discussed ways for cities and our local residents to best support deployed soldiers in Kosovo and elsewhere.



▲ PHOTO 10: Medevac unit similar to the Army aviation regiment based at the Waterloo Airport.



**AGREEMENT**  
**BETWEEN THE SISTER CITIES**  
**THE CITY OF FERIZAJ (REPUBLIC OF KOSOVO)**  
**AND THE CITY OF CEDAR FALLS**  
**(IOWA, UNITED STATES OF AMERICA)**

The Mayor of the City of Ferizaj and the Mayor of the City of Cedar Falls

- Considering the existing relationship of friendship and cooperation between the citizens of the City of Cedar Falls and the City of Ferizaj, referred to as the parties;
- Based on the belief that the strengthening of dialogue between cities is a basic step towards the development of the promotion of academic and cultural relations between the Parties;

These cities, as sister cities, will agree to cooperate in many fields such as: culture, sports, education, economy, health and the exchange of each other's cultural experiences.

The purpose of this joint agreement is to strengthen relations based on mutual trust and respect.

The agreed areas for cooperation are as follows:

**Cooperation for the development of the city**

The two parties are committed to promote collaborative projects, mainly focused on the following areas:

- Economic development
- Cultural heritage
- Education
- Sports
- Environment
- Health and
- Cooperation in strengthening the role of women in decision-making

The two parties are committed to exchange experiences led by experts engaged in key issues and mutual projects.

### **Cultural cooperation**

Both Parties should cooperate to promote and realize activities that will facilitate cultural cooperation and the exchange of cultures between the cultural institutions of the two cities.

### **Economic cooperation**

Both Parties will support and promote, with the help of the responsible economic boards, the cooperation between the enterprises of the two cities to promote the cultures.

### **Academic cooperation**

Both parties wish to promote international friendship by encouraging and developing cross-cultural activities and projects between students from Ferizaj and Cedar Falls City. In this context, the city of Cedar Falls and Ferizaj should support the exchange of students and teachers, and internships for researchers, academics and doctoral students who come from the universities of the city of Cedar Falls and the city of Ferizaj and other research centers.

This agreement must be implemented in accordance with the national laws and regulations of both countries and the respective obligations assumed by both Parties in accordance with international law as well as their membership in regional and international groups.

Both Parties declare that any activity intended for the implementation of this agreement, will not have an addition to the public financial system, based on the financial law in force, and will be covered by the proposing institutions.

The current Sister Cities Agreement will enter into force on the day of signing.

Its provisions can be changed at the request of each Party and they will follow the procedures provided by the national law.

Approved and signed on 24.05.2023, in Albanian, English and Serbian, all texts must be authentic.  
In case of differences in interpretation, the English text shall take precedence.

**REPUBLIC OF KOSOVO**  
**FOR THE CITY OF FERIZAJ**  
**MAYOR OF FERIZAJ**  
**AGIM ALIU**



**IOWA, UNITED STATES OF AMERICA**  
**FOR THE CITY OF CEDAR FALLS**  
**MAYOR OF CEDAR FALLS**  
**ROBERT GREEN**

**From:** Kendra Wohler  
**Sent:** Wednesday, April 26, 2023 11:27 AM  
**To:** Cory Hurless <[Cory.Hurless@cedarfalls.com](mailto:Cory.Hurless@cedarfalls.com)>  
**Cc:** Kate Brennan Hall  
**Subject:** Art and Culture Board

Dear Cory,

It is with great sadness and regret that I must step down from the Art and Culture Board at this time. This past year has been filled with unforeseen challenges and changes in my life that have left me unable to perform and carry out the responsibilities and duties as member of this amazing board.

I wish to continue to support the Hearst Center and the board in other ways by offering what I can in terms of a local business, art gallery, and community space at The Ragged Edge. Please don't hesitate to reach out and ask!

I am happy to attend tonight's meeting to ensure quorum if that is okay? Please guide me with what else I need to do. I am happy to help find a replacement for my term as well.

Thank you for everything you have done in this short amount of time, Cory. The board and the community are lucky to have you!

Respectfully,  
Kendra



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

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

**FROM:** Mayor Robert M. Green

**TO:** Cedar Falls City Council

**DATE:** May 16, 2023

**SUBJECT:** **Re-Appointment of Human Rights Commissioners**

**REF:** (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby re-appointment the following members of the Human Rights Commission for a term of three years:

- Ms. Donna Mallin – Term ends 7/1/2026
- Ms. Julie Kliegl – Term ends 7/1/2026

2. Please contact me with any questions about these re-appointments.

Xc: City Administrator  
Director, Finance and Business Operations  
Human Rights Commission Staff Liaison

###





**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET

CEDAR FALLS, IOWA 50613

PHONE 319-273-8600

FAX 319-268-5126

www.cedarfalls.com

Item 8.

**FROM:** Mayor Robert M. Green

**TO:** City Council

**DATE:** May 16, 2023

**SUBJECT:** **Parks and Recreation Commission Re-Appointments**

**REF:** (a) Code of Ordinances, City of Cedar Falls §17-166

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby re-appoint the following members to the Parks and Recreation Commission for three-year terms:

- Mr. Alan Stalnaker – term ends 6/30/2026
- Mr. Erik Blanchard – term ends 6/30/2026

2. Each of these members has maintained satisfactory attendance and has been an active participant in the deliberations of the commission. In accordance with council custom, no interviews will be scheduled for these reappointments. Please contact me with any questions or concerns you may have.

Xc: City Administrator  
Director, Community Development  
Recreation and Community Programs Manager

###

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

Item 9.

May 24, 2023

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

Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of a testing instrument for the position of Maintenance Worker. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Brennan Haag	325		325
2	Kathy Gaede	300		300
3	Jonathan Wilson	294		294
4	Clayton Konz	285		285
5	David Taylor	281		281
6	Ryan Miller	277		277
7	Kasey Kramer	255		255
8	Jeffrey Mohlis	248		248
9	Shawn Hilmer	243		243
10	Jonathan Scherf	233		233

Respectfully Submitted,

  
Paul Lee, Commission Chairperson

Crystal Ford, Commissioner

  
Cathy Showalter, Commissioner

Orig: Jacque Danielsen, City Clerk  
Cc: Chase Schrage, Dir. of Public Works; Brian Heath, Operations & Maintenance Mgr.  
Civil Service Records



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

May 24, 2023

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

Dear Mayor Green and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Water Reclamation Supervisor. Listed below are candidates with their combined averaged test scores in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Average Test Scores
1	Brad Manahl	472
2	Jesse Gaherty	418

Respectfully Submitted,

  
Paul Lee, Commission Chairperson

Crystal Ford, Commissioner

  
Cathy Showalter, Commissioner

Orig: Jacque Daniels, City Clerk  
Cc: Chase Schrage, Director of Public Works  
Tyler Griffin, Water Reclamation Manager  
Civil Service Records



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

Item 10.

**TO:** Mayor Robert M. Green and City Council Members  
**FROM:** Ron Gaines, City Administrator  
**DATE:** May 26, 2023  
**SUBJECT:** Departmental Monthly Reports Submission – April 2023

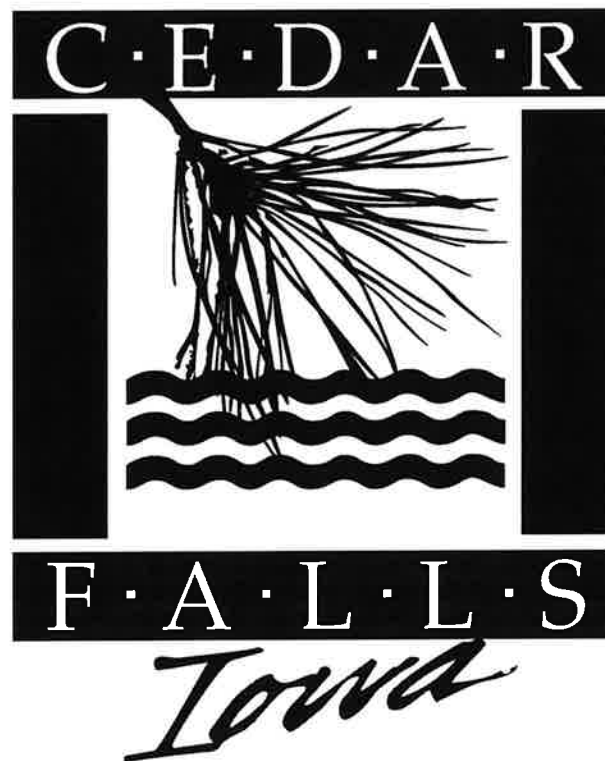
Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

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

###

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



April 2023

## APRIL 2023 MONTHLY REPORTS

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## FINANCIAL SERVICES April 2023

### Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City Treasurer and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$112,340,740 invested in CD's and \$300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	3	\$12,000,000.00
CD's Purchased	3	12,000,000.00
PFMM Deposit	0	0.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$173,335.75

### FY23 Budget

We received Departmental amendments to the FY23 Budget from each department in April. The certification resolution will be published May 3, 2023, and the public hearing is set for May 15, 2023.

### FY24 Budget

The final FY2024-2026 Financial Plan was approved by the City Council at the April 17<sup>th</sup> Council Meeting.

The state required budget forms were completed and filed with the Black Hawk County Auditor and Department of Management by the April 30<sup>th</sup> deadline. The state budget forms include the FY2024 budget figures as well as the FY2022 actual figures and the FY2023 projected figures.

### Miscellaneous Financial Activities

For April, 27 payroll checks and 687 direct deposits were processed. Accounts receivable were processed and 256 invoices were mailed out to customers. 1,343 transactions for accounts payable were processed and approved by the City Council for payment and 461 checks were mailed out to vendors.

## FINANCE &amp; BUSINESS OPERATIONS

## HUMAN RESOURCES

### April 2023

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

- Presented DEI 101 trainings to City staff
- The Risk Management Committee meeting was held April 5<sup>th</sup> and 19<sup>th</sup>
- Reviewed seven contracts/agreements for required insurance
- Review and follow-up of five public event permits
- Public Administration intern shadowed and learned about City HR practices
- Staff participated in software demonstrations for three potential vendors for a new Human Capital Management (HCM) system
- Administered annual performance evaluations with staff members
- Five job classifications continued to be created or revised, then reviewed by City's consultant, Carlson Dettmann. The following job classifications were finalized and scheduled to be adopted by City Council on May 15<sup>th</sup>: Civil CAD/GIS Technician, Community Services Specialist, Community Services Supervisor, Content Coordinator, and Traffic Technician.
- Recruitment/Employment tasks related to:
  - FT positions: Assistant Equipment Mechanic, Assistant Public Safety Director/Fire Chief, Engineering Technician I, Maintenance Worker, Principal Engineer, Public Safety Officer, and Water Reclamation Supervisor
  - PT positions: Hearst Front Desk Assistant, Community Service Officer, Housing Program Specialist, Laborer, Library Assistants, Library Shelver, Laborer, Maintenance Workers, and Parking Attendant
  - Seasonal/Special Purpose/Misc. positions for Community Development, Finance & Business Operations, and Public Works departments: (Aquatics, Engineering, Library Interns, Recreation Front Desk and Programming, Seasonal Laborers, and contracted Custodians)
  - Processed additional background checks, physicals, and drug screens for seasonal candidates
  - Staff continued to prepare for and share communications related to the April 15<sup>th</sup> City of Cedar Falls job fair at the Public Works Complex. The fair was deemed a success after staff met with about 50 individuals and gathered applications for seasonal, part-time, and full-time staff.
  - Information was finalized for the 2023 renewal filing of an H-1B visa; green card processing continued

**BENEFITS & COMPENSATION**

- HR Staff identified four benefits consultant firms as finalists to provide benefits consulting services to the City and conducted on-site interviews with these four firms during April. Staff met to review the RFPs, interviews, firm references were conducted, and a firm was selected to begin work on a contract to present to council.
- Staff worked to put together required documentation needed to attach to the City's standard services contract to present to the selected consulting firm
- Staff notified the firms that provided proposals to the City for benefits consulting services RFP that they were not selected for the interview stage of the selection process
- Staff reinstated benefits to the member who had been off work due to approved military leave
- Staff notified retired employees whose health insurance had been paid to the City by MFPRSI via mail that MFPRSI will end this practice at the end of May as a result of recent legislation change. The retirees were notified that they would become responsible

for their health insurance payments to the City beginning in June and how they would like to handle those payments.

- HR Staff sent out email notification to employees on the City's health insurance regarding how the end of the Public Health and National Emergencies related to the COVID-19 Pandemic would affect their health insurance and prescription drug plan coverage of COVID-19 related services. The Public Health Emergency is to end May 11, 2023, and the National Emergency ended in April.
- HR Staff submitted a form with required information about the City's carved out pharmacy benefit plan to Wellmark that is required to be submitted annually going forward by the Consolidated Appropriations Act (CAA)
- The City changed its practice of having all ordered Wellmark insurance cards be sent to the City to having those cards be sent directly to members in order to avoid a newly instituted fee from Wellmark

### **CIVIL SERVICE COMMISSION**

- DEI-related questions and rating criteria were included in the testing documents for Water Reclamation Supervisor, Assistant Director of Public Safety/Fire Chief, and Public Safety Officer
- Preparations for and follow-up to the April 12th meeting were completed
- Candidates were approved to test for Engineering Technician I and questionnaires were forwarded and responses scored for a certified list to be prepared and approved May 3rd
- Revisions to the Assistant Director of Public Safety/Fire Chief questionnaire and rating form, interview questions and rating form, and candidates to test were approved
- The spring 2023 Public Safety Officer testing process, informal and formal interview questions, and rating forms were approved

### **HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the April 10<sup>th</sup> regular commission meeting were completed
- Preparations for and follow up to the April 26<sup>th</sup> executive committee meeting were completed
- Preparations and assistance provided to the commission for the May 3<sup>rd</sup> Meet and Greet event

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

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

- Wireless Network and Mobile Device Upgrade
  - Apple DEP (Device Enrollment Program) was set up for our US Cellular devices to automatically import into our Microsoft Intune.
  - A new Rec Center Wi-Fi network was configured for Rec Center patrons to use without acknowledging a splash page.
  - Enrolled profiles to new devices
  - Set up each user with Apple ID/Google account depending on OS
  - Created sign-up sheet to allow users to pickup devices and get enrolled to MDM
  - Installed screen protectors and cases to each device
- City Hall Remodel/Facilities
  - Did final punch down list for all conference rooms
- New City Financial System
  - Attended demos for three of the finalist

**Software Purchase/Installation/Upgrade Activities**

- 46 software installations for 7 different departments
- 1 software upgrades
- Installed 6 new software for 3 departments

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

- 36 new pieces of equipment purchased for 11 different departments and inventory.
- 5 new equipment installations for 2 different departments.

**Problem Resolution Activities & Assistance Activities**

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

**Graphic Design Activities**

- **Hearst Center:** event posters, exhibition materials
- **Tourism:** miscellaneous ads
- **Public Safety:** miscellaneous materials, swat emergency cards
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, miscellaneous changes to images and files, assist job fair materials, movies under the moon revisions, HRC fliers, city hall evacuation maps, second edition challenge coin, ADA webinars, business and industry materials, open house materials, earth week materials, construction materials, city hall wayfinding signage, local options sales tax sign

**Channel 15 Programming Activities**

- Cable TV Summary of projects
  - This month we produced 8 public meetings and produced 7 new studio



shows.

- Finished editing 6 videos for annual Business & Industry Awards
- Produced 2 promos for Sturgis Falls Celebration
- Produced new Promo for UNI Football Spring Game
- Produced 2 radio ads for Cedar Falls Public Safety recruitment
- Recorded & Edited Diversity, Equity & Inclusion Training internal video
- Drone Flights
  - Public Safety joint training with Mercy One
  - Business & Industry: CedarStone, PrairieStone & Hansen's Dairy
  - Road Construction: Main Street at both ends
  - HWY 58 & Greenhill Road for City News Public Safety Training
  - Road Construction: Cedar Heights & Huntington Road
  - Prairie Burn at Pheasant Ridge
- Facilities & Planning:
  - Installed cable pull lines in new conduit from Channel 15 Control Room, through the basement ceiling of City Hall to the west exterior of the building to connect with the Overman Park conduit for future cable installation.
  - Met with Sturgis Falls board member to plan for upcoming coverage Sturgis Falls Celebration.
  - Contacted CFU to plan for cable pull to Overman Park from City Hall.

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

- GIS Summary of projects
- GIS Summary of projects
  - Assisted building with updating flags for code enforcement in lama
  - Met with refuse to update route maps for solid waste and yard waste
  - Met planning to create documents for HUD review
  - Worked with county dispatch to complete fire district response areas
  - Met economic development to create documents for industrial park expansion
  - Worked with planning to create documents for potential residential development areas
  - Began updating install dates for sanitary and sewer infrastructure
  - Upgraded and patched gis server software and applications
- Completed 5 web and database projects for 3 departments
- Completed 5 different data requests for 4 entities.
- Provided 35 maps for different 6 departments.
- Created 12 new addresses

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

**REPORT FROM SWISHER & COHRT – SAM ANDERSON:**

**Traffic Court:**

City Cases Filed: 187 (this number includes both City and State tickets)

Cases Set: 13 (Traffic) 6 (Code Enforcement)

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

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, revise, drafting and advice on 13 agreements
- Draft new IRUA water rights agreement
- Wall Art zoning regulations advice
- Police Reports public records advice
- Draft 28E Pool Agreement with School District

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

**Public Records Activity**

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

Responded to eleven (11) requests for public records.

**Licenses / Permits Processed & Issued**

75	Pet licenses
13	Annual Paw Park permits
0	Poultry licenses
4	Public Event permits
2	Sidewalk Café permits
3	Table & Chairs permits
4	Mobile Merchant permit
1	Tree Trimmer License
5	Cemetery Interment Rights
11	Liquor licenses and beer/wine permits
2	Tobacco/Nicotine permit

The unemployment rates for the month of March 2023 were 3.1% for the Waterloo-Cedar Falls Metropolitan Area, 2.8% in Iowa, and 3.6% in the U.S.

Met with Community Main Street representatives to discuss a potential Downtown Block Party event.

University of Northern Iowa public administration student intern shadowed the public records and parking enforcement operations.

Staff participated in the annual Earth Day city-wide cleanup event.

Staff attended in-house Diversity, Equity, and Inclusion (DEI) training.

**Parking Activity**

Reviewed application materials and interviewed candidates interested in a vacant parking attendant position.

Enforcement

752 Parking citations issued.  
\$ 8,191.00 Citations paid.

Collection Efforts

\$ 1,650.00 Collections from delinquent parking accounts.  
\$ 1,050.00 Vehicle immobilizations (21 vehicles).

Permits

\$ 2,806.00 Parking permits issued (51).

Meter Collections

\$ 1,571.07 Paid parking.

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

**Library Activity**

<b>Usage Statistics</b>	<b>February 2023</b>	<b>March 2023</b>	<b>March 2022</b>
<b>Customer Count</b>	12,287	14,855	13,015
<b>Circulation</b>	32,560	37,074	36,834
<b>Event Attendance</b>	892	1,788	1,175

Special events in April included the following:

- Cedar Valley's Youth Read author-in-residence program for 5<sup>th</sup> graders with Varian Johnson, author of *The Parker Inheritance*, with one evening session for the public
- Teen poetry workshop and activities
- Gardening classes: Backyard Transformations, What's New in Backyard Landscaping, and Peace, Love, and Keeping Urban Chickens, in collaboration with the ISU Extension Office.

**Community Center Activity**

Programs at the Community Center included yarn club, line dancing, cards, billiards, senior fitness classes, live music, and ceramics. Rentals in April included a band, a baby shower, a memorial service, and a scholarship banquet.

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

Apr-23

Total for Month \$7,944,703.00  
Total for Fiscal Year \$67,025,912.00  
Total Same Month - LAST YEAR \$8,150,206.00  
Total for Fiscal Year - LAST YEAR \$75,476,448.00

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	21	0	\$5,068,308.00	\$34,547.75	\$0.00	\$0.00	63	0	\$15,551,016.00	\$110,182.30	\$0.00	\$225.00
Multi-Family New Construction							1	0	\$2,509,166.00	\$12,374.50	\$0.00	\$0.00
Res Additions and Alterations	75	0	\$1,050,106.00	\$16,900.00	\$0.00	\$0.00	780	0	\$13,578,613.00	\$197,249.75	\$500.00	\$0.00
Res Garages	7	0	\$417,457.00	\$4,377.75	\$0.00	\$0.00	38	0	\$1,035,088.00	\$13,569.50	\$0.00	\$0.00
Commercial/Industrial New Construction							4	0	\$4,375,900.00	\$25,159.00	\$0.00	\$0.00
Commercial/Industrial Additions and Alterations	7	0	\$1,380,632.00	\$10,416.75	\$0.00	\$0.00	70	0	\$10,960,004.00	\$77,356.30	\$0.00	\$0.00
Commercial/Industrial Garages	1	0	\$20,000.00	\$371.00	\$0.00	\$0.00	3	0	\$87,500.00	\$1,374.00	\$0.00	\$0.00
Churches							8	0	\$5,974,381.00	\$31,784.35	\$0.00	\$0.00
Institutional, Schools, Public and Utility	2	0	\$8,200.00	\$0.00	\$0.00	\$0.00	3	0	\$12,954,244.00	\$55,688.05	\$0.00	\$0.00
Agricultural/Vacant												
Plan Review	6	0	\$0.00	\$5,955.00	\$0.00	\$0.00	64	0	\$0.00	\$131,666.00	\$0.00	\$0.00
Total	119	0	\$7,944,703.00	\$72,568.25	\$0.00	\$0.00	1034	0	\$67,025,912.00	\$656,403.75	\$500.00	\$225.00

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

Apr-23

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	59	0	\$0.00	\$5,223.90	496	0	\$0.00	\$43,688.30
Mechanical	65	0	\$0.00	\$5,248.00	702	0	\$0.00	\$60,584.00
Plumbing	105	0	\$0.00	\$5,880.50	743	0	\$0.00	\$51,000.50
Refrigeration								
<b>Total</b>	<b>229</b>			<b>\$16,352.40</b>	<b>1941</b>			<b>\$155,272.80</b>

Contractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					10	0	\$0.00	\$1,500.00
Mechanical	1	0	\$0.00	\$150.00	6	0	\$0.00	\$900.00
Plumbing					2	0	\$0.00	\$300.00
Refrigeration								
<b>Total</b>	<b>1</b>			<b>\$150.00</b>	<b>18</b>			<b>\$2,700.00</b>

<b>Building Totals</b>	<b>119</b>	<b>0</b>	<b>\$7,944,703.00</b>	<b>\$72,568.25</b>	<b>1034</b>	<b>0</b>	<b>\$67,025,912.00</b>	<b>\$656,403.75</b>	<b>\$500.00</b>	<b>\$225.00</b>
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<b>Grand Total</b>	<b>349</b>	<b>0</b>	<b>\$7,944,703.00</b>	<b>\$89,070.65</b>	<b>2993</b>	<b>0</b>	<b>\$67,025,912.00</b>	<b>\$814,376.55</b>	<b>\$0.00</b>	<b>\$</b>
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Item 10.

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

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meetings were held on April 12 and April 26.

<b>April 12, 2023 Meeting</b>			
<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
David A. Nicol	Right-of-Way Vacation – portion of Hudson Road (VAC23-001)	Recommend Approval	Recommend Approval
<b>April 26, 2023 Meeting</b>			
Jam Investments of Cedar Falls, LLC	Hwy 1 District Site Plan Review for Popeye's Restaurant at Southeast corner of Brandilynn Boulevard and Winterberry Drive. (SP23-003)	Recommend Approval	Recommend Approval
Eastern Iowa Lutheran High School Association Board	MU District Site Plan Review – 4520 Rownd St. (SP23-005)	Recommend Approval	Recommend Approval

**Group Rental Committee** – Meetings were held on April 4

<b>Address</b>	<b>Unit</b>	<b>Owner</b>	<b><u>Requested Occupancy</u></b>	<b><u>Approved for</u></b>	<b><u>GRC</u></b>	<b><u>BRHA</u></b>
1009 W 20th	1	Thomas Mahoney	4 adults	4 adults	4/4/2023	NA
1309 State	1	John Steensen	2 adults	2 adults	4/4/2023	NA
1501 W 5th	1	Noah Seals	3 adults	3 adults	4/4/2023	NA
3310 Rownd	1	Smith Family Realty, LLC	4 adults	4 adults	4/4/2023	NA

**Board of Rental Housing Appeals** – No meeting was held.

**Board of Adjustment** – No meeting was held.

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

	<b>Date</b>	<b>Notes/Actions</b>
Bicycle and Pedestrian Advisory Committee	4/4/23	Discussed the happenings of May Bike Month and the Committee's role in those



		<p>happenings, including promotion of events with Amanda Huisman's help. The committee praised the snow removal presentations at Council on March 20<sup>th</sup> and are generally in favor of the code changes discussed. Desire to assess the walkability of Cedar Falls is high among committee members though they are reluctant at this time to take action until after May Bike Month. Code and bylaws for commission status will be reviewed in the May meeting.</p>
College Hill Partnership	4/5/23	<p>The Board discussed a proposal from Rebecca Kauten for a re-imagining of the College Hill Arts Festival, that was discontinued indefinitely this year. The Board noted the Annual Member Meeting would be held at the Hearst Center on 4/20/23. The neighborhood clean-up is planned for Earth Day, April 22. The Board discussed sending a letter to the City Council regarding concerns about the proliferation of liquor stores and vape shops.</p>
Historic Preservation Commission	4/11/23	<p>The Commission provided updates for the Seerley Park Neighborhood Walking Tour. The Commission discussed the presentation from UNI students and provided needed feedback. They are still working on brochure design and will soon update city staff about the same. The Commission discussed event specifics and promotional elements of the upcoming educational tour, including the app that the UNI students prepared, which will allow the attendees to have access to a map on their phones through a QR code. The Commission also discussed the recon survey of Overman Park District and will be planning to go through all materials for pre-application for the grant at the next meeting.</p>
Housing Commission	4/19/23	<p>The Housing Commission reviewed and made recommendation to City Council to approve and adopt the Housing Needs Assessment.</p>
Community Main Street Design Committee		<p>No meeting was held in the month of April.</p>

North Cedar Neighborhood  
Association (NCNA)

4/10/23

Stephanie Sheetz presented to the NCNA an overview and update on the Cedar River Recreation Project. There is a petition that the NCNA is supporting requesting a 4-way stop sign at the intersection of Center St and Lone Tree Rd. Concerns were also raised of the snow removal on the Lake Street Trail and the spillover from the snowplow piling snow on top of the trail.

Parking Tech Committee

No meeting was held in the month of April.

### **LAND USE INQUIRIES AND PERMITTING**

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

### **OTHER PROJECTS FOR APRIL INCLUDED:**

- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff is preparing bylaws and a text amendment for formal consideration.
- Decision is pending by the Federal Railroad Administration for the railroad crossing elimination grant which project would eliminate 24 crossings in Downtown.
- 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.
- Partnering with Cedar Falls Economic Development Corporation for a Housing Needs Assessment.
- Continuing work on Council referrals related to new downtown zoning.

### **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.
- City Council approved a development agreement for a new industrial project in the West Viking Road Industrial Park.
- City Council approved a purchase agreement to acquire a property adjacent to the West Viking Road Industrial Park.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Met with a local business owner regarding a potential business expansion in Cedar Falls.
- Began drafting legal documents for a new industrial park project to be located within the West Viking Road Industrial Park.

- Prepared for and attended a site visit for an out of state industrial prospect to visit Cedar Falls and tour the potential project site.
- Submitted FY23 1/2<sup>nd</sup> half report by Community Main Street to City Council for their bi-annual economic development grant payment.

### **CDBG**

- Work with INRCOG on administering the funds for projects and services agencies based on the Annual Action Plan – sidewalk infill project on Walnut Street, housing rehab, neighborhood tree planting
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Work with Waterloo on HOME allocations and additional funding through ARP.
- Begin planning for the next 5-year Consolidated Plan, partnering with Waterloo as a consortium, as required by HUD.

### **HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	<b>710</b>	<b>Rent Subsidies (HAP payments)</b>	<b>\$86,281</b>
<b>New Applications Taken</b>	<b>39</b>	<b>Utility Payments</b>	<b>\$ 1,117</b>
<b>Units under Contract</b>	<b>177</b>	<b>Admin Fees</b>	<b>\$ 15,192</b>
<b>Initial Vouchers Issued</b>	<b>3</b>		
<b>Current Open Vouchers</b>	<b>11</b>	<b>Lease Up Goal</b>	<b>220</b>
<b>New Admissions</b>	<b>2</b>		

### **Ongoing**

- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Continuing to issue new vouchers/pulling from waitlist

### **ADD A DOLLAR REPORT**

There were 22 applications received for utility assistance in April for a total of \$4,42.83 paid out. There was a balance of \$54,001.71 left as of April 31, 2023.

## RECREATION & COMMUNITY PROGRAMS

### Monthly Report for April

#### Administrative:

- The Park and Rec Commission had its monthly meeting at Public Works.
- Hired and trained three new Front Desk Staff.
- Rec center staff attended DEI awareness training.
- Administrative Supervisor completed financial software training.
- Rec staff did a trash pick up for Earth Day

<b>Rec &amp; Fitness Center</b>	<b>April</b>	<b>March</b>
Rec Center Daily Admission	\$4,289.62	\$8,629.67
Rec Memberships Sold	\$21,784.60	\$30,261.72
Daily Member Check In	10,269	13,163
Beach House Reservations	1	12
Shelter Reservations	17	24

#### Aquatics:

- Spring swimming lessons concluded this month.
- Been super busy interviewing, hiring, and training summer staff.
- Working on turning on the water and getting things ready at The Falls Aquatic Center.

<b>Participation</b>	<b>2023 Indoor</b>	<b>2022 Indoor</b>	<b>2023 Falls</b>	<b>2022 Falls</b>
Swim Passes Sold	0	0	308	0
Open Recreational Swimming/Lap Swimming	454	697		
Aquatic Program Usage (swim clubs, lessons, lifeguarding, training)	2,557	2,805		

**Recreation Programs:**

- Ballfield rentals is in full swing with 369 hours of rentals.
- Been super busy interviewing, hiring, and training summer staff.

<b>Program</b>	<b>Enrolled/ est. team members</b>	<b>Meetings /Games</b>	<b>2023 Contacts</b>	<b>2022 Contacts</b>
<b>Youth Soccer 4 &amp; 5 year old</b>	<b>42</b>	<b>6</b>	<b>252</b>	<b>160</b>
<b>Youth Soccer kind &amp; 1<sup>st</sup> grade</b>	<b>42</b>	<b>6</b>	<b>252</b>	<b>160</b>
<b>Traveling Softball 3<sup>rd</sup> &amp; 4<sup>th</sup></b>	<b>29</b>	<b>6</b>	<b>174</b>	<b>90</b>
<b>Traveling Baseball 3<sup>rd</sup> &amp; 4<sup>th</sup></b>	<b>27</b>	<b>6</b>	<b>162</b>	<b>252</b>
<b>Traveling Baseball 5<sup>th</sup> &amp; 6<sup>th</sup></b>	<b>26</b>	<b>6</b>	<b>156</b>	<b>0</b>
<b>Adult Volleyball Mix Mon.</b>	<b>7 per team</b>	<b>8</b>	<b>112</b>	<b>0</b>
<b>Adult Volleyball Mix Wed.</b>	<b>7 per team</b>	<b>0</b>	<b>0</b>	<b>28</b>
<b>Adult Volleyball Mix Womens</b>	<b>7 per team</b>	<b>6</b>	<b>84</b>	<b>112</b>

**Fitness/Wellness:**

- The Rec's Fitness Coordinator Megan Gerhardt had a baby boy!
- Fitness classes are still are up over 500 participants from a year ago.
- Tai Chi was a new class offered and had maximum participation.

<b>Fitness/ Wellness</b>	<b>2023 Participation</b>	<b>2022 Participation</b>
Fitness Classes Offered	201	198
Fitness Class Attendance	2,484	1,893
Personal Training Sessions	150	89
Tai Chi	120	0
Massages:	68	67
Indoor Park	75	67
Child Care	107	53
Facility Rentals	13	12

## CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report – April 2023



**CEDAR FALLS**



### MEETINGS/CONVENTIONS/SPORTS/GROUPS

- Cedar Falls hosted the USA Wrestling, Iowa 7v7 Football (tourism grant support/promoted via KWWL interview), Questers Conference, a Civil Air Patrol conference and more for an estimated economic impact of over \$1,273,000 for April events that had bureau engagement.
- Secured one new meeting/event for 2024 and hosted one event planner for a site visit.
- Generated four new leads and submitted four proposals for potential future events.
- Launched new internally produced interview segment for Cedar Falls event planners “The Hot Seat” for use on social media.
- Coordinated volunteers for 7v7 football in April and May.

### LEISURE

- Working on updates to cedarvalley365.com calendar.
- Working with partners to encourage them to submit events to our calendar and Travel Iowa calendar. Added trail related events to Travel Iowa calendar.
- Submitted Black Hawk County Barn Quilt Tour to Silos & Smokestacks.
- UNI Intern completed semester assisting with website and social media.
- Interview with UNI in regards to the Cedar Valley Trails history and Tourism staff member Deb Lewis’ involvement with the organization was broadcast on Channel 15 the week of April 24, 2023.

### COLLABORATION

- Attended Iowa Bicycle Summit.
- Participated in a Rails-to-Trails Conservancy webinar on inclusion.
- Attended Cedar Valley Arts Summit.
- Exhibited at UNI Visit Days Browsing Fairs.
- Assisted with Sturgis Falls with Kids Parade flyer.
- Attended Iowa Travel Industry Partners (ITIP) board meeting and met with Iowa Legislators.
- Attended Cedar Valley Sports Commission Board Meeting.
- Staff planned Cedar Falls Tourism Torch Awards for May.
- Worked with Great American Rail-Trail to promote Rail-to-Trails Conservancy’s Celebrate Trails Day on 4/22 including posting and removing signage throughout the area.
- Attended CV Trails Partnership meetings. Staff member on committee for Bridges Ride in May.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.

	April 2023	April 2022
Visitor Center Traffic	415	414
Website Traffic + CV365.com	8,469	19,158
Facebook	9,964	9,197
Instagram	2,494	2,193
LinkedIn	539	407
Visitor Guide Distribution	1,358	1,557
Ad Campaign Impressions	n/a	1,712,013
Volunteer Hours	56	85

## CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | April 2023

Cory Hurless (she/her), Cultural Programs Supervisor



Student Art Exhibition, Volunteer highlight at Student Art Reception, Iowa Chamber Music Collective performance

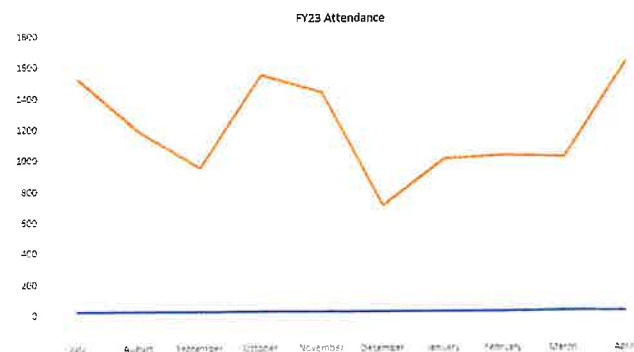
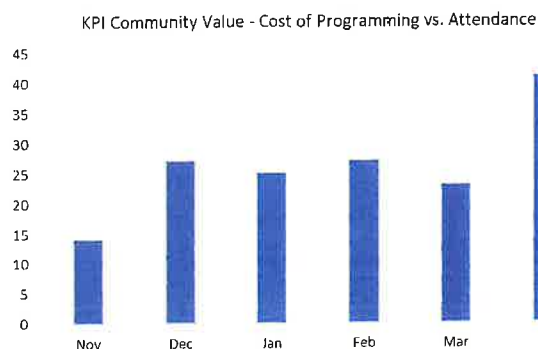
### EXHIBITS & PROGRAM HIGHLIGHTS

- *Cedar Falls Student Art Exhibition 2023* was installed in April, highlighting K-12 artwork from Cedar Falls Schools and Valley Lutheran. **Attendance numbers for the opening ceremony on April 16 was 588**, beating the 2019 record of 574 for this popular community exhibit. It is now on view until May 21<sup>st</sup>.
- For Earth Week 2023 the Hearst staff participated in a cleanup of the entire of Seerley Blvd.
- April 18 the Hearst hosted the Iowa Chamber Music Collective to a packed Mae Latta Hall.
- April 27 was the last Final Thursday program of the season, hosting author Andrew Farkas.
- Poetry Out Loud winner Lydia Newsome from West High (won the regional competition hosted by the Hearst), was the state winner for Iowa and gets to advance to the national competition in D.C. in May.

### EDUCATION & OUTREACH HIGHLIGHTS

- Rooted and Reaching Workshop for the community took place April 22, taught by local artists and teachers Sue Sherman and Felicia Babb.
- Outreach efforts for North Star providing art making activities to adults with special needs, and the CF Community Center continued in April.
- April 8 the Hearst Education staff participated in the Oakridge Eggstravaganza 2023 at the UNIdome, providing art activities to hundreds of area children and families.
- Teen Art Club and Messy Mornings continued April.
- Wheel Throwing, Ear Climbers & Cuffs, and the Mindful Art In Nature classes were completed in April.
- April 28 Hearst staff attended the Cedar Valley Arts Summit in Waterloo to network and learn from area arts administrators.

### Hearst By The Numbers



Hearst Center for the Arts Activity Report			
	February	March	April
<b>OVERALL ATTENDANCE</b>			
# of Days Open to Public	23	28	23
<b>Door Counter + any virtual events</b>	<b>1031</b>	<b>1022</b>	<b>1628</b>
Sculpture Garden (est.)	200	250	400
Average visits per day	53.52	45.43	88.17
<b>FREE SERVICES - ATTENDANCE DETAIL</b>			
Exhibition (walk-in)	212	202	200
Special Events (lectures, concerts, film, performance, free workshops)	382	154	665
Regular Monthly Public Programs (Final Thursday, Mid-day Melodies,)	50	56	57
Community Meetings (ACB, Friends, etc.)	19	50	23
Thursday Painters + Majong (add both together)	87	138	93
<b>Total Free Services Attendance</b>	<b>750</b>	<b>600</b>	<b>1038</b>
<b>OUTREACH &amp; VOLUNTEER SVC.</b>			
Volunteers (total number)	4	2	6
Volunteer Hours	15	10.25	21
Offsite Outreach Attendance	298	447	380
Offsite Outreach Number of Events	3	4	4
<b>Total Number of Free Events (on site &amp; outreach)</b>	<b>18</b>	<b>21</b>	<b>15</b>
<b>PAID SERVICES - ATTENDANCE DETAIL</b>			
Family Workshops	5	0	0
Youth Classes	12	11	196
Adult Classes	64	66	105
Messy Mornings	75	49	84
Camps	35	148	0
Birthday Parties	66	0	0
Rentals	3	128	172
Ceramics Lab	4	13	33
<b>Total Paid Services Attendance</b>	<b>264</b>	<b>415</b>	<b>590</b>
<b>MEMBERSHIPS</b>			
Total Friends Memberships	201	218	233
New/Renewed this month	14	17	15
<b>DIGITAL TRAFFIC</b>			
E-News Subscriptions	1,255	1255	1,056
Newsletter click throughs	N/A	N/A	24
Facebook Views	47994	69,924	68930
Facebook Followers	3023	3,066	3,118
Instagram Followers	1,107	1,115	1,126
Web views	2,100	1,355	1,347
<b>PRESS, # OF OCCURENCES</b>			
Newspaper article	6	5	5
Radio interviews	0	0	0
Press Releases	0	0	0
Social Media Paid ads	3	3	4



**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT -APRIL 2023**

<i>Type</i>	<i>Project No.</i>	<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Completed	\$40,000	Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Construction Underway	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Contracts	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Completed	\$150,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Construction Underway	\$800,000	Water Reclamation/ Snyder
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Final Out	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Final Out Remains	\$510,299	Engineering Division/Snyder
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Punch List Remains	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Snyder K. Cunningham
Streets	RC-000-3230	2022 Street Construction	Street Repair	Final Out Remains	\$3,266,000.00	Engineering Division PCI
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Active	\$3,400,000	Shive Hattery
Streets	RS-000-3275	2021 CFU Street Patching Project	Street and Sidewalk Repair	Final Out	\$161,198	Boulder Contracting/Engineering Division/CFU
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	\$6,000,000	Snyder
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Design	TBD	Snyder
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	Engineering Division Snyder & Associates
Streets	RC-268-3245	Cyber Lane	New Construction	Final Out Remains	\$296,324	Engineering Division Owen Contracting
Streets	SC-000-3311	2023 Seal Coat	Resurfacing	PSE	\$200,000	Engineering Division
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Construction Underway	TBD	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Construction Underway	TBD	Engineering Division Foth
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Construction Underway	\$8,700,000	Snyder
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Close Out Remains	\$49,143.69	Iowa Flatworks
Alley/Storm Water	RC-000-3268	2022 Alley Reconstruction	Reconstruction	Final out Remains	\$508,133.06	Engineering Division Owen Contracting
Streets	RC-000-3299	2023 Street Construction	Reconstruction	Active	\$2,664,000.00	PCI
Streets	RC-000-3283	Main Street Reconstruction	Reconstruction	Active	\$29,900,000.00	PCI
Alley/Storm Water	RC-000-3298	2023 Alley Reconstruction	Reconstruction	Public Hearing	\$256,640.00	Engineering Division
Sidewalk	SW-000-3301	2023 Sidewalk Assessment	Sidewalks & Trails	PSE	TBD	Engineering Division

## ENGINEERING DIVISION

<b>Project No.</b>	<b>Project Title</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
SU-217-3193	Western Homes 10th Addition	New Subdivision	Construction Underway	-----	Claassen/Western Homes
TBD	Arbors Fifth Addition	New Subdivision	Construction Plan Review	-----	Skogman/CGA
TBD	West Fork Crossings	New Subdivision	Construction Underway	-----	ISG
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond	-----	Nelson Construction & Development
SU-345-3186	Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
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-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
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

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

**DEPARTMENT OF PUBLIC WORKS  
OPERATION & MAINTAINANCE DIVISION  
STREET SECTION  
MONTHLY REPORT FOR APRIL**

**OUTSIDE SECTION ASSISTANCE**

- Assisted Refuse with automated route collection, recycling, and rear loader.
- Assisted Refuse with the installation of the new RFID tags.

**STREET & ALLEY MAINTENANCE**

- Street sweeping operations commenced using two street sweepers.
- Potholes were filled with hot mix asphalt and spray patch.
- Alleys were graded and rock was placed.
- Seven CFU patches were completed throughout the City.

**SEWER CONSTRUCTION**

- Catch Basin tops were cleaned and inspected for Storm Water Medallions. Medallions were replaced when found missing.
- Removed sediment from Dry Run Creek box culvert along Hudson Rd and University Ave, placed erosion stone on banks, and flexamat through swale.
- Replaced failing boxouts in the south industrial park.
- Removed intake on Viking Place and replaced with curb flume and flexamat.
- Repaired outlet pipe off Hudson Rd storm sewer near University Ave that had separated.

**ICE AND SNOW**

- Trucks were thoroughly cleaned.
- Completed removing all snow fence.
- Spreaders and wings were removed from snow plowing equipment.
- Sod repairs were made on areas damaged by snow removal operations.
- Sand barrels were removed throughout town.

**MISCELLANEOUS TASKS**

- Staff cleaned and maintained the truck barn & fleet vehicles.
- Hauled wood chips and compost to private locations.
- Traveled to Des Moines for bituminous for spray patching.
- Procured rock materials for stockpiling.
- Staff performed concrete improvements at the 1500 Bluff complex.
- Swept Prairie Parkway recreation trail to remove concrete debris.
- Concrete repairs were made at the Water Rec center.
- Removed and stockpiled brick on Main St for future use.
- Delivered load of mulch and compost to NEIAFB.
- Replaced sidewalk at Olsen's Park.
- Placed fill material at Orchard Hill Park where tennis courts were removed.
- Made multiple attempts to remove log stuck in dam gate.
- Cleaned medians of debris throughout town.
- Screened dirt and compost mix for future use.
- Repaired eroded bank along the Cedar Heights Drive lift station.
- Regraded rock drives at 2200 Technology Pkwy Complex.
- Completed verifying inventory list.
- Hydroseeded disturbed areas.
- Participated in garbage pick up on Earth Day.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION DIVISION  
MONTHLY REPORT - APRIL 2023

### PLANT OPERATIONS

Plant performance was again very good for the month. All daily effluent discharges met permit requirements. The average daily flow to the treatment plant was 4.75 million gallons per day (MGD), below last year's average daily flow of 5.34 MGD and the five-year April average of 5.80 MGD.

27 students from Cedar Falls High School attended the WRF on April 6th to learn about wastewater treatment and the critical role we play in both environmental cleanliness and public health.

### PROJECTS

Work continues on the polymer system updates in the Biosolids building. The startup contractor is scheduled to be on site the second week in May.

Municipal Pipe and Tool started pre-cleaning and televising the sewer mains to be rehabilitated as part of our annual CIPP liner project. Lining will take place later this summer.

Primary clarifier #2 was taken down for regular scheduled maintenance starting Monday, April 10<sup>th</sup> and was returned to service Tuesday, April 18<sup>th</sup>.

### INDUSTRIAL PRETREATMENT

The Industrial Pretreatment Permit for Universal Industries was renewed effective April 4<sup>th</sup>, 2023. This is a three year permit that spells out exactly what quantities and quality of wastewater can be discharged to the WRF along with sampling frequencies and reporting requirements.

### BIOSOLIDS

318,000 gallons of biosolids were processed and dried for disposal at a later date. 84,000 gallons of biosolids were applied to area farm fields as a fertilizer and soil conditioner.

There were 1.98 tons of inorganic material hauled to the landfill for disposal.

### SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There were four calls concerning sanitary sewer problems. One of these calls was due to roots infiltrating into the City's main. The roots were removed, the main was added to an annual root kill list and the basement backup was reported to the Iowa DNR as required.

We received three after-hours lift station calls which did not end up being major issues and were quickly resolved.

Crews cleaned 17,463 feet of sanitary sewer lines and televised 4,773 feet in April, both increases over last year and much higher than the 5-year average. Decent weather was a major contributor to these increases.

Crews processed 444 requests to locate sewers in construction areas for the Iowa One Call system. 138 were pertinent and required a field locate. These will increase over the next several months, requiring the majority of one Maintenance Worker's time daily.

STAFF and TRAINING

Several staff members attended Diversity, Equity, and Inclusion training.

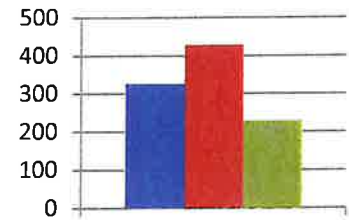
Nine candidates applied for the vacant Water Reclamation Supervisor position, three of which met the minimum qualifications and will move forward in the Civil Service hiring process.

There remains an Operator 1 opening within the division.

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

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	328	429	229	986
Traffic Stops	148	313	527	988
Arrests	15	24	61	100
Accidents	30	40	4	74

**CEDAR FALLS FIRE**Fire Calls For Service Statistics

Fire	9
Rescue/Medical	120
Service Call	4
Good Intent	19
False Alarm/Call	21
Hazardous Condition/Spec	4
Business Occupancy Inspections	170
Rental/Residential Inspections	81

**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								
Group B Other Crimes	60	82	89	84								
Traffic Accidents	117	91	76	74								
Other Calls	1470	1486	1874	1753								
CFS Totals	1753	1752	2172	2028								

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**

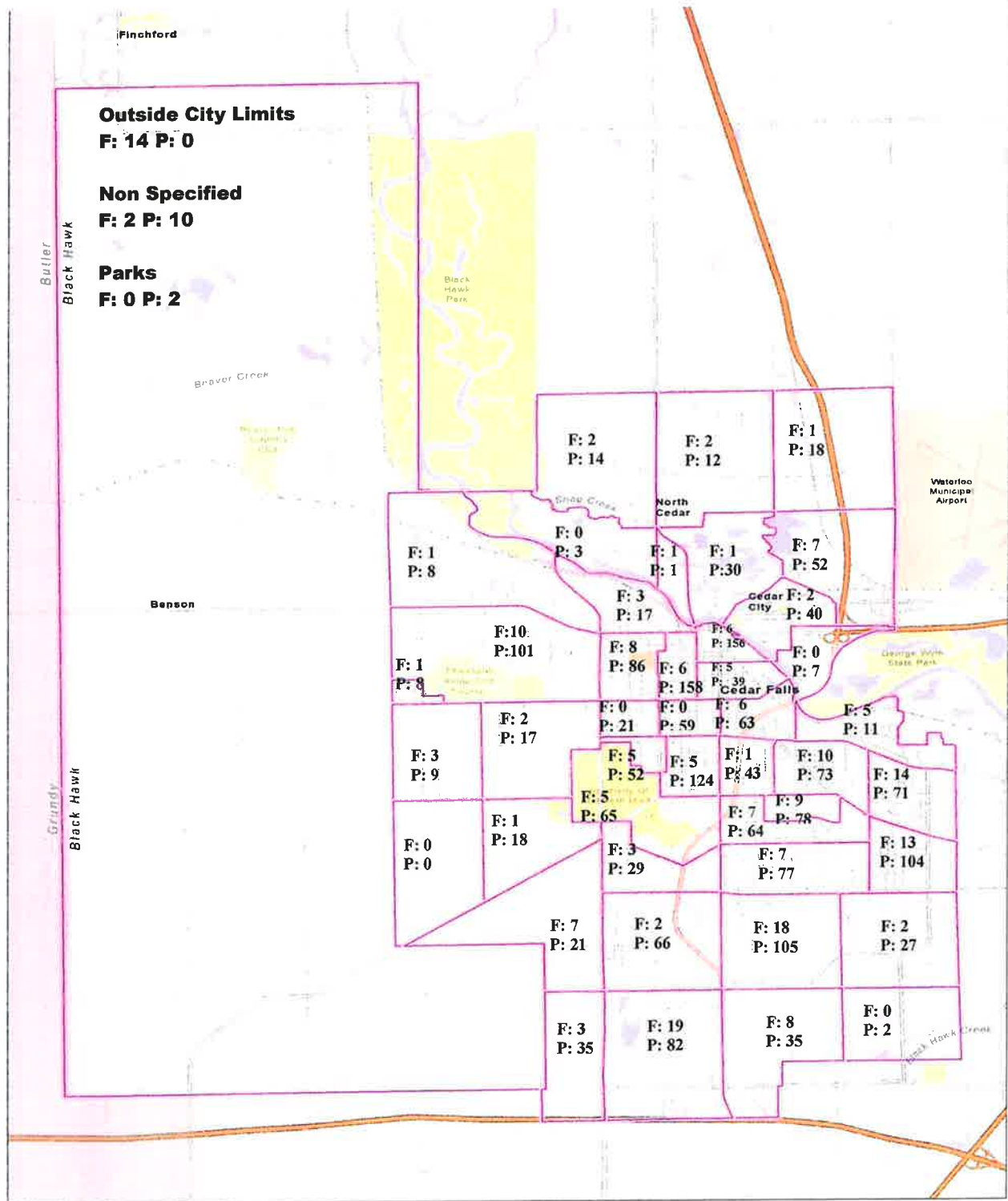
Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Medical & Rescue	119	110	124	120								
Cancelled, False Alarms, Good Intent	36	28	40	40								
Fire, Heat, Hazard, Weather Related & Other	23	17	22	17								
Totals	178	155	186	177								

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	

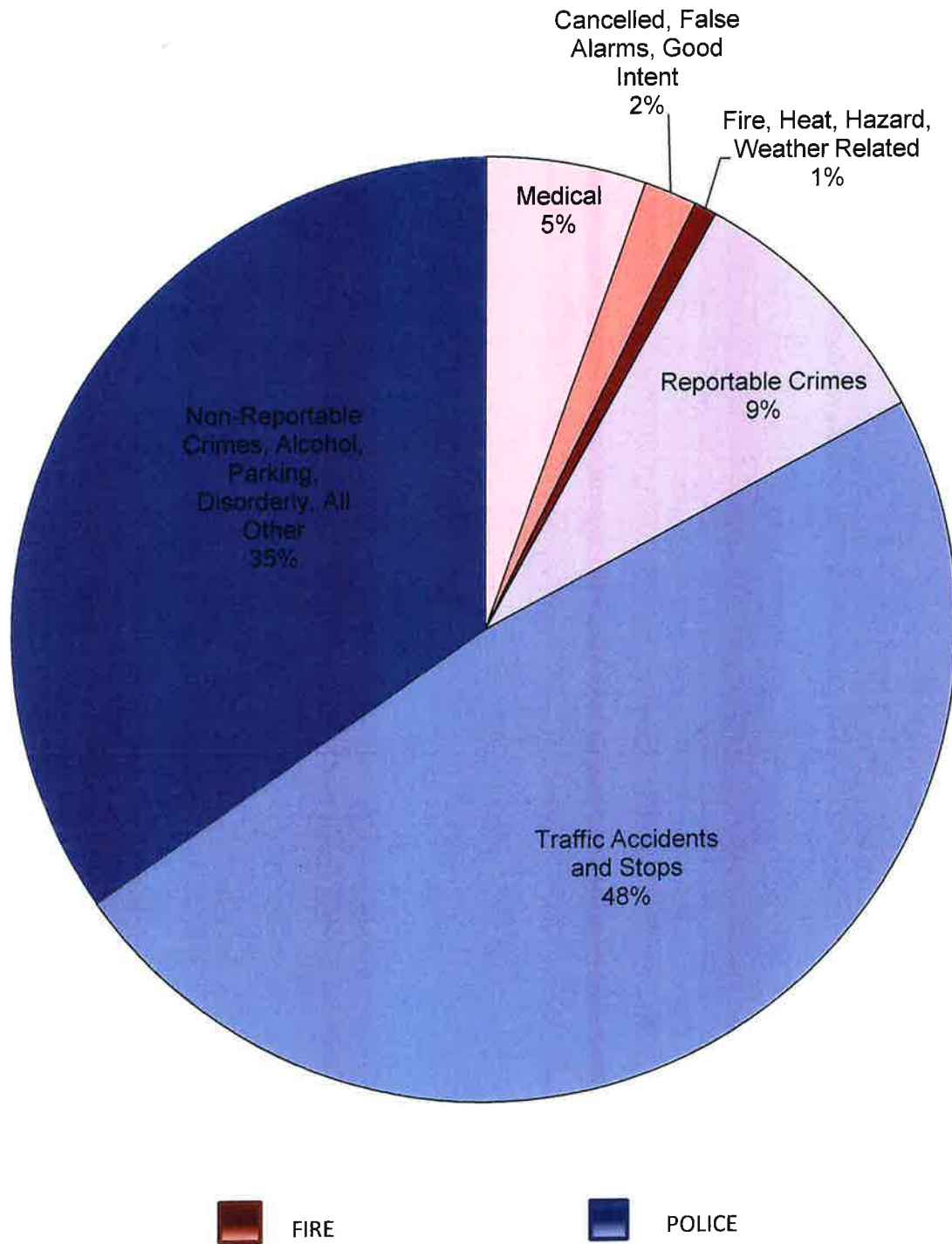
<b>POLICE STATISTICS:</b>	<b>APR 2023</b>	<b>Total 2023</b>
Group A Crimes		
Murder/NonNeg Manslaughter	0	0
Kidnapping/Abduction	0	2
Forcible Rape/Sodomy/Fondling	2	9
Robbery	1	1
Assault	27	68
Arson	0	1
Extortion/Blackmail	0	2
Burglary/B&E	9	49
Theft	28	156
Motor Vehicle Theft	1	6
Counterfeit/Forgery	2	13
Fraud	15	79
Embezzlement	0	1
Stolen Property	1	2
Vandalism	16	52
Drug Offenses	14	54
Incest	0	1
Porno/Obscene Material	1	2
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	2	5
Group B Crimes		
Bad Checks	0	0
Disorderly Conduct	3	9
Driving Under Influence	35	108
Drunkenness	19	41
Non-Violent Family Offense	0	3
Liquor Law Violation	0	2
Runaway	0	4
Trespassing	3	7
All Other Offenses	24	125
Group A Total:	117	490
Group B Total:	84	299
Total Reported Crimes:	201	789
Traffic Accidents		
Fatality	0	0
Personal Injury	11	40
Hit and Run	10	65
Property Damage	53	253
Total reported Accidents	74	358
Calls for Service	2028	7706
Total Arrests	107	342



# Cedar Falls Public Safety Grid Map



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





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
 www.cedarfalls.com

### MEMORANDUM

#### Administration Division

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, Director of Community Development  
**DATE:** May 30, 2023  
**SUBJECT:** CFU Request for Sunday Work – Terrace Drive Water Tower

Cedar Falls Utilities is planning to recoat the water tower located at 3206 Terrace Drive. The work includes sandblasting and then painting it. CFU is requesting a temporary exemption from City Ordinance Section 15-83 - *Prohibited noises generally*, subsection (b) (9) *Construction or repair of buildings, structures and streets during certain hours* to allow work to occur on Sunday. By ordinance, construction is permitted between the hours of 7:00 a.m. and 10:00 p.m., Monday through Saturday. Short-term requests for exceptions can be permitted by the Director of Community Development or Director of Public Works, only for a period not to exceed three days or less while the emergency continues. However, this request is to allow Sunday work for up to five weeks.

CFU has indicated the first part of the work will include sandblasting. This can be noisy and create nuisance dust, etc. This is a residential neighborhood, and the water tower is located close to several houses and therefore, staff recommends only the painting work be permitted outside of the construction hours. Any other work creating nuisances of noise or dust (sandblasting, assembling/disassembling scaffolding, and the like) are not recommended outside of the permitted times. CFU's letter indicates they would adhere to this.



A similar request was made in April 2018 for work on 12<sup>th</sup> Street. Staff does not recall receiving any concerns during that work. In 2018, CFU notified the neighbors of the work. Staff has asked that a similar notice be sent to the neighborhood if it hasn't already been completed.

xc: Chase Schrage, Director of Public Works



May 25, 2023

SUBJECT: Sunday Work Hours

PROJECT: Recoating of the Terrace Drive Water Tower.

Stephanie,

Cedar Falls Utilities (CFU) will be having the Terrace Drive Water Tower located at 3206 Terrace Drive recoated beginning May 30<sup>th</sup>, 2023. The painting contractor that has been awarded the contract is from Texas. They have requested to work 7 days a week since they will have personnel in Cedar Falls for the duration of the project. They are required to complete the project within a 50-day window. They are estimating a 4-5 week timeline for the completion of their work with the scheduled work hours of 7 am to 6 pm.

We respectfully request a temporary exemption/variance from the City Ordinance allowing the contractor to work 7 days a week while they will be in town. They will be requested not to perform noisy work (sandblasting) on Sundays.

I will be sending out letters to the surrounding residents letting them know of the upcoming work and the potential for noise in the area.

Sincerely,

Travis Schrage, P.E.  
Cedar Falls Utilities  
Gas and Water Planning Supervisor

## BEFORE THE CEDAR FALLS CITY COUNCIL

---

IN RE:

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

---

**DISMISSAL**

WHEREAS, the City of Cedar Falls filed a complaint against Cedar Sky, Inc. d/b/a Bani's for assessment of a civil penalty and imposition of a permit suspension for a third violation of Iowa Code § 453A.2(1), selling, giving or otherwise supplying tobacco, tobacco products, or cigarettes to a person under eighteen years of age; and

WHEREAS, hearing on this matter was scheduled for April 17, 2023, at the regular City Council meeting but said hearing was continued by agreement of the parties; and

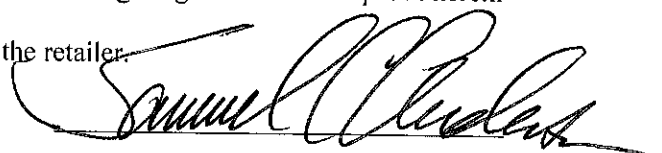
WHEREAS, the retailer has now provided proof that the retailer's employee, on whose actions the complaint was based, received a certificate of completion of the Iowa Pledge Retailer Training program as of May 22, 2022; and

WHEREAS, said certificate was valid for a two-year period under Iowa Code § 453A.5, and thus valid on the date of the alleged offense on February 6, 2023; and

WHEREAS, according to Iowa Code § 453A.22(3) under these circumstances the retailer shall not be assessed a penalty and such action shall not be deemed a violation for the purposes of determining the number of violations for which a penalty may be assessed; and

WHEREAS, the retailer has affirmed that this bar to assessment of penalty and determination of number of violations has not been asserted within the past four years.

NOW, THEREFORE, on this 23rd day of May, 2023, the complaint filed in this matter is hereby DISMISSED in the interests of justice, and no civil penalty or permit suspension shall be sought against the retailer based on the complaint herein, nor shall the circumstances giving rise to the complaint herein be counted as a violation of Iowa Code § 453A.2(1) against the retailer.



Samuel C. Anderson  
Assistant City Attorney



**AFFIRMATION**

The undersigned authorized representative of Cedar Sky, Inc. d/b/a Bani's ("Retailer"), does hereby affirm that the Retailer has not raised completion of the tobacco compliance employee training program pursuant to Iowa Code § 453A.5 as a bar to the assessment of a penalty or as to a determination of the number of violations under Iowa Code § 453A.2 within the four-year period prior to February 6, 2023.

Cedar Sky, Inc. d/b/a Bani's

Name of Representative:

Rabbani Mahidy

Title of Representative:

Owner

Signature of Representative:



Dated:

05-17-23

**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 23 through June 30, 24

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

**Business Information:**

Trade name/Doing business as: Sarwear Corporation DBA B+B west  
Physical location address: 3105 Hudson Road City: Cedar Falls ZIP: 50613  
Mailing address: 3105 Hudson Road City: Cedar Falls State: IA ZIP: 50613  
Business phone number: 319.266.7344

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Sarwear Corporation  
Mailing address: 3105 Hudson Road City: Cedar Falls State: IA ZIP: 50613  
Phone number: 319.266.7344 Fax number: \_\_\_\_\_ Email: dbwestCF@aol.com

**Retail Information:**

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

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

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

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

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

Name (please print): Muhammad Saeed Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 5/17/23 Date: \_\_\_\_\_

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

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

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

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

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

**Instructions on the reverse side**For period (MM/DD/YYYY) 07/01/2023 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: Super Grill Inc. DBA Bani's  
Physical location address: 2128 College St City: Cedar Falls ZIP: 50613  
Mailing address: 2128 College St. City: Cedar Falls State: IA ZIP: 50613  
Business phone number: 319-277-6666

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Super Grill Inc.  
Mailing address: 2128 College St. City: Cedar Falls State: IA ZIP: 50613  
Phone number: 319-504-5158 Fax number: \_\_\_\_\_ Email: Superhill2128@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): Shahbaz Ahmad Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 05-20-23 Date: \_\_\_\_\_

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

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

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

**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 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: CYPRESS TREE, INC. DBA CYPRESS LOUNGE  
Physical location address: 209 A STATE ST City: CF ZIP: 50613  
Mailing address: 209 A STATE ST City: CF State: IA ZIP: 50613  
Business phone number: 319 266-0000

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP CYPRESS TREE, INC.  
Mailing address: 215 Cochran Rd City: CF State: IA ZIP: 50613  
Phone number: 319 961-8078 Fax number: \_\_\_\_\_ Email: DFARRIS@CYPRESSLOUNGE.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): DAN FARRIS Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 5/19/23 Date: \_\_\_\_\_

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

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

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

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

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



July-June 6/30/2024

CEDAR FALLS CITY OF  
220 CLAY ST  
0  
CEDAR FALLS 50613

Item 13.

tax.iowa.gov

14412

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 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: Dollar General #

14412

\$100

Physical location address: 2921 CENTER STREET

City: CEDAR  
FALLS

ZIP: 50613-1101

Mailing address: 100 Mission Ridge

City: Goodlettsville

State: TN

ZIP: 37072

Business phone number: 3192423091

### Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgencorp, LLC

Mailing address: 100 Mission Ridge

City: Goodlettsville

State: TN

ZIP: 37072

Phone number: 615-855-4000

Fax number: 877-364-4130

Email: tax-beerandwinelicense@dollargeneral.com

### Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐

Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☒ Retail-General Merchandise

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): Lily Grace Castle

Signature: *Lily Grace Castle*

Date: 5/1/2023

Name (please print) Vendor #314718

Signature: Invoice #202414412TOBCITY60

Date:

Batch #24741

\$100.00

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

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

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

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

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



July-June 6/30/2024

CEDAR FALLS CITY OF  
220 CLAY ST  
0  
CEDAR FALLS 50613

tax.iowa.gov

21239

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 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: Dollar General # 21239 \$100Physical location address: 1922 VALLEY PARK DR City: CEDAR FALLS ZIP: 50613-4444Mailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072Business phone number: 3192433363**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgencorp, LLCMailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072Phone number: 615-855-4000 Fax number: 877-364-4130 Email: tax-beerandwinelicense@dollargeneral.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☒ Retail-General Merchandise

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, or vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print): Lily Grace CastySignature: Lily Grace CastyDate: 5/1/2023

Vendor #314718

Name (please print): Invoice #202421239TOBCITY29Signature: Batch #24749 \$100.00

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

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

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

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

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

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

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 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: posh <sup>smoke</sup> tobacco and vape  
Physical location address: 6322 University Ave City: Cedar Falls ZIP: 50613  
Mailing address: 6322 University Ave City: Cedar Falls State: IA ZIP: 50613  
Business phone number: 319-429-8445

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Bhatt 313  
Mailing address: 6322 University Ave City: Cedar Falls State: IA ZIP: 50613  
Phone number: 319-429-8445 Fax number: \_\_\_\_\_ Email: qamertef14786@gmail

**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): TARIQ Name (please print): \_\_\_\_\_  
Signature: TARIQ Signature: TARIQ  
Date: 5-17-23 Date: \_\_\_\_\_

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

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

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

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

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

**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 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: SudsPhysical location address: 2223 1/2 College St. City: Cedar Falls ZIP: 50613Mailing address: 2223 1/2 College St. City: Cedar Falls State: IA ZIP: 50613Business phone number: 319-208-7785**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP up the stairs Inc.Mailing address: 2223 1/2 College St. City: Cedar Falls State: IA ZIP: 50613Phone number: 319-208-7785 Fax number: \_\_\_\_\_ Email: sudsupstairs@gmail.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☐ Alternative Nicotine Products ☐ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☒ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐ \_\_\_\_\_

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print): Shane Boy

Name (please print): \_\_\_\_\_

Signature: [Signature]

Signature: \_\_\_\_\_

Date: 5-12-23

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

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

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

- Fill in the amount paid for the permit: \$100.00
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- 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



**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 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: The Landmark  
Physical location address: 107 main st. City: CF ZIP: 50613  
Mailing address: 107 main st. City: CF State: IA ZIP: 50613  
Business phone number: 319 553 0106

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP KRAM CO INC  
Mailing address: 107 main st City: CF State: IA ZIP: 50613  
Phone number: 319 553 0106 Fax number: 0 Email: 0

**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): Mark Sigmund Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 5/18/23 Date: \_\_\_\_\_

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

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

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

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

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

**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 23 through June 30, 24

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

**Business Information:**

Trade name/Doing business as: Iowa Petroleum and Convenience Inc. Dba Thunder Ridge Ampair  
Physical location address: 2425 White Tail Dr. City: Cedar Falls ZIP: 50613  
Mailing address: 2425 White Tail Dr. City: Cedar Falls State: IA ZIP: 50613  
Business phone number: \_\_\_\_\_

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Iowa Petroleum and Convenience, Inc.  
Mailing address: 2425 White Tail Dr. City: Cedar Falls State: IA ZIP: 50613  
Phone number: 319-277-1141 Fax number: \_\_\_\_\_ Email: TRAMPRIDE@aol.com

**Retail Information:**

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

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

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

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

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

Name (please print): Muhammad Saad Name (please print): \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: 5/17/23 Date: \_\_\_\_\_

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

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

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- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New ☐ Renewal ☒

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



**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 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: UP IN SMOKE  
Physical location address: 2218 COLLEGE ST City: CEDAR FALLS ZIP: 50613  
Mailing address: 2218 COLLEGE ST City: CEDAR FALLS State: IA ZIP: 50613  
Business phone number: 319-260-2162

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP ZAINAB LLC  
Mailing address: 2218 COLLEGE ST City: CEDAR FALLS State: IA ZIP: 50613  
Phone number: 733-997-3435 Fax number: \_\_\_\_\_ Email: UPINSMOKE@HILL  
GMAIL.COM

**Retail Information:**

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

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

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

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

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

Name (please print): OMER NODJIAN Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 05-15-23 Date: \_\_\_\_\_

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

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

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- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New ☐ Renewal ☒

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

**Instructions on the reverse side**For period (MM/DD/YYYY) 7 / 1 / 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: Walgreens #10557Physical location address: 2509 White Tail Dr. City: Cedar Falls ZIP: IA 50613Mailing address: P.O. Box 901 City: Deerfield State: IL ZIP: 60015Business phone number: 319-553-0206**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen Co.Mailing address: P.O. Box 901 City: Deerfield State: IL ZIP: 60015Phone number: 847-527-4612 Fax number: 847-368-6525 Email: taxlicenser renewals@walgreens.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): Brian Brown, Vice President Name (please print): \_\_\_\_\_Signature:  Signature: \_\_\_\_\_Date: May 11, 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: \$100.<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:** May 26, 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) NewAldaya Lifescapes, 7511 University Avenue, Class F retail alcohol & outdoor service - renewal.
- b) Harry's Five and Dime, 123 Main Street, Class C retail alcohol - renewal.
- c) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C retail alcohol & outdoor service - renewal.
- d) Montage, 222-224 Main Street, Class C retail alcohol & outdoor service – renewal.
- e) The Other Place, 209 Main Street, Class C retail alcohol - renewal.
- f) Casey's General Store, 5226 University Avenue, Class E retail alcohol - renewal.
- g) Prime Mart, 2323 Main Street, Class E retail alcohol - renewal.
- h) The Other Place, 209 Main Street, Class C retail alcohol – change in ownership.
- i) Casey's General Store, 5226 University Avenue, Class E retail alcohol – change in ownership.
- j) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service – temporary expansion of outdoor service area. (August 26, 2023)
- k) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service – sidewalk cafe.
- l) Wilbo, 118 Main Street, Class C retail alcohol & outdoor service – sidewalk cafe.



MAYOR ROBERT M. GREEN

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

**M E M O R A N D U M**

Office of the Mayor

**FROM:** Mayor Robert M. Green**TO:** Cedar Falls City Council**DATE:** May 31, 2023

**SUBJECT:** Endorsement of Administrator's and Director of Public Safety Services'  
Recommendation for Appointment of Captain John Zolondek as Fire Chief

**REF:** (a) Code of Ordinances, City of Cedar Falls, Section 2-978

1. In accordance with reference (a), I am pleased to endorse the recommendation of the Administrator and Public Safety Director, for Captain John Zolondek as Cedar Falls Fire Chief, and am forwarding this recommendation for your approval.
2. During the past several months, Acting Chief Zolondek has demonstrated the executive-level thinking, judgement, and knowledge needed to excel as Fire Chief, and I have full trust and confidence in his abilities to expertly lead the Fire Operations Division in the years ahead.
3. Based on his experience, education, and sterling reputation, I believe Captain Zolondek will be an excellent addition to the Cedar Falls senior leadership team; I hope you will agree by confirming his appointment.

###

**OFFICE OF THE CITY ADMINISTRATOR**

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

---

**TO: Honorable Mayor Robert M. Green**

**FROM: City Administrator Ronald S. Gaines**

**DATE: May 31, 2023**

**SUBJECT: Fire Chief Appointment Recommendation**

Please see the attached memorandum from Public Safety Director Craig Berte regarding the Fire Chief Appointment Recommendation. In the memorandum Director Berte outlines the process that was followed in making his recommendation for the next Cedar Falls Fire Chief. Director Berte has recommended that Captain John Zolondek be appointed as the next Fire Chief for the City of Cedar Falls.

On May 31, 2023, I along with Mayor Robert Green, Mayor Pro-tem Simon Harding, and Public Safety Committee Chair Dustin Ganfield had the opportunity to interview Captain John Zolondek. I was extremely impressed with his credentials and experience.

Section 2-978 (a) of the Cedar Falls City Code of Ordinances in part states, *"Appointment: If the director of the public safety services department is not the appointed fire chief, a deputy director of fire operations, also known as the fire chief, shall be recommended for appointment by the director of public safety services to the city administrator, and by the city administrator to the mayor, for city council approval."*

After reviewing Director Berte's memorandum and taking into consideration the interview process and feedback from the participants, I am proud to recommend to Mayor Robert Green that Captain John Zolondek be appointed as the next Fire Chief in Cedar Falls. We are fortunate to have him as a leader in this community and I am confident he will perform the duties as Fire Chief admirably. The Cedar Falls Public Safety Department, along with our citizens, will benefit from Captain Zolondek's experience and dedication well into the future.




**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
4600 S. MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**


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**To:** City Administrator Ron Gaines  
**From:** Craig Berte, Public Safety Director *CB*  
**Date:** May 26, 2023 *06/01/2023*  
**Re:** Fire Chief Appointment Recommendation

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Cedar Falls City Ordinance 2-978 outlines the Fire Chief appointment process. A section in that ordinance states:

- (a) *Appointment.* If the director of the public safety services department is not the appointed fire chief, a deputy director of fire operations, also known as the fire chief, shall be recommended for appointment by the director of public safety services to the city administrator, and by the city administrator to the mayor, for city council approval.

The search process for Fire Chief for the City of Cedar Falls has been completed. The Fire Chief hiring process is governed by Civil Service laws and rules. The hiring process and testing materials were approved by the City's HR consultant in February of 2023. The process and materials were approved by the Civil Service Commission on March 8, 2023. The Commission approved a list of 4 candidates to test on April 12, 2023 and approved a hiring list of 2 candidates on May 3, 2023. We had a pool of candidates from across the US apply; including Georgia, Indiana, Florida, Arkansas, Virginia, and Ohio; along with our local candidates.

The process was lengthy, over 4 months in duration and consisted of input from many groups including but not limited to city department heads, public safety staff, city leaders, Teamster Union, elected officials, Black Hawk County Emergency Management officials, emergency services employees, and the general public during meet and greet events on May 22<sup>nd</sup> and 23<sup>rd</sup>. Each candidate was required to complete a questionnaire which was scored along with two rounds of interviews by city staff. A full day of presentations and interviews was set aside for each candidate for meetings with local emergency management officials, business leaders, the public meet and greet, union members and public safety

supervisors. I have attached the timeline for the Fire Chief selection process which includes more details. The timeline and process was approved by the City's HR Consultant, the Civil Service Commission, Human Resources Manager, City Administrator and Mayor.

The following is a brief overview of the opinions and comments voiced by the groups of individuals involved in the process.

- An Interview/Questionnaire committee of 3 city staff members for the civil service certification placed Captain John Zolondek at the top of the list by use of the scoring system. (Public Safety Director, Business and Finance Manager and Police Chief)
- A second interview committee of 4 city staff members unanimously selected Captain John Zolondek as their fire chief selection (Community Development Director, Public Safety Director, Public Works Director and Human Resources Manager)
- Presentation and interview process with the local Emergency Management officials unanimously recommended Captain John Zolondek as the next Fire Chief. (Black Hawk County EMA, CFU representative, UNI Police representative, UNI Risk Management and UNI Fire Loss Prevention Specialist, City of Cedar Falls Building Officials Jamie, Adam and Joel, Mercy One COO and Ambulance Supervisor)
- Presentation and interview process with local community leaders, influencers and business leaders were in unanimous support of Captain John Zolondek as their preferred choice for the position of fire chief. They provided a significant amount of information and input supporting Zolondek.
- The local Teamsters union offered input but did not want to publicly endorse any of the candidates. (The union has traditionally not publicly supported candidates.) Some individual union members did reach out to me in support of Captain John Zolondek.
- Several public safety employees and supervisors provided input on their recommendation for fire chief. They were unanimous in their support of Captain John Zolondek.

Captain John Zolondek is the best candidate for appointment as the next Fire Chief for the City of Cedar Falls. We have a progressive community and public safety organization that needs a leader who is a skilled trainer, holds people accountable and provides clear direction to all employees. The next fire chief should be able to effectively communicate with the public on all issues related to public safety and that is a strength for Captain John Zolondek. He has demonstrated at every level and positions that he has served in that he is ready to complete the hard tasks and that he performs best when collaborating with other organizations or groups.

Captain Zolondek has always been focused on community engagement, leader development, training and education. Captain Zolondek has set a great example to the organization as he obtained a Master's Degree in Criminal Justice from Saint Ambrose University while he was at the rank of Public Safety Officer. He obtained this college degree to help him prepare for future assignments of greater responsibility. He has taken on several challenging projects during his time as Acting Fire Chief and he has gained valuable experience in managing the entire department in this current role. He is clearly dedicated to

making this the best department that it can be. He is a problem-solver that is driven by measurable data and results. Officer wellness is a priority for Captain Zolondek. He speaks with candor and he uses constructive criticism to improve the organization. Captain Zolondek is a tireless trainer within the organization. Every member of our organization is a better officer because of Zolondek's commitment to training.

Attendees to the community leader portion of the interview day made many positive comments about Captain Zolondek's energy, vision, focus on human capital, foresight, communication skills, commitment to this community, candor, and many other positive traits of a leader.

I have the utmost confidence and respect for Captain John Zolondek. I am convinced that he is the best person to lead our organization in the future. I am recommending Captain John Zolondek be appointed as Fire Chief for the City of Cedar Falls.



## 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:** May 26, 2023  
**SUBJECT:** Banking Services Contract

The City of Cedar Falls is with Farmers State Bank to provide banking services. The current contract expires June 30, 2023. This contract has an extension agreement. We can extend the agreement for two additional years and have chosen to extend the agreement.

Attached please find an extended contract with Farmers State Bank for the period of July 1, 2023 – June 30, 2025, for your approval. We have been very happy with the current service from Farmers State Bank. Farmers State Bank will continue not to charge fees for most of the services provided to the City. In addition, the interest rate earned on our deposits will remain very competitive, and they have been able to provide the services as requested by the City.

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

Cc:Jennifer Rodenbeck, Director of Finance & Business Operations

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
BANKING SERVICES AGREEMENT

This Agreement is by and between Farmers State Bank ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist of the performance of banking services of the City, for two years ending June 30, 2024 and June 30, 2025, specifically those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor. The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.



2.3. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.4. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.5. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.6. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Use of Documents

During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Termination.

The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least ninety (90) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

### 6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

#### 7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

#### 8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

#### 9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability,

loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 above and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third-party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

#### 10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B". The City may at any time during the term of this Agreement require proof of such insurance.

#### 11.0. Compliance with Laws and Regulations.

Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

#### 12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

#### 13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

#### 14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

#### 15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0. Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its

employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 19.1 and 19.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

#### 21.0. Debarment.

20.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

20.2. The contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

#### 22.0. Entire Agreement.

22.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

22.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

#### 23.0. Extension of Agreement.

This agreement may be extended for another two-year period if agreed upon by both parties.

#### 24.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:



City:

Name: Lisa RoedingTitle: Controller / City TreasurerAddress: 220 Clay Street  
Cedar Falls, IA 50613Telephone: (319) 273-8600Email: lisa.roeding@cedarfalls.com

Contractor:

Firm: Farmers State BankName: Lexie HeathTitle: Business Development Officer/Treasury  
Management OfficerAddress: 515 Main Street  
Cedar Falls, IA 50613Telephone: (319) 874-4345Email: lheath@fsb1879.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

FARMERS STATE BANKBy: Its: Lexie Heath, Business Development Officer/  
Treasury Management OfficerDate: 5/23/23

CITY OF CEDAR FALLS, IOWA

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

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsens, MMC, City Clerk

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

## EXHIBIT A

### SCOPE OF BANKING SERVICES

1. That Farmers State Bank will:
  - A. Maintain a non-interest-bearing checking account for the City's Community Development Block Grant Fund. No minimum balance required and minimum service charges.
  - B. Maintain two interest bearing checking accounts (1) City's General and (2) Sections 8 Housing Funds. Interest will be at a variable rate, based on the 1-year Effective Federal Funds Rate (EFFR) less 0.25%. The current 1-year Effective Federal Funds rate for May 1<sup>st</sup> is 4.83 % with the City of Cedar Falls earning 4.58%. No minimum balance required, and minimum service charges as noted in 2(A).
  - C. Provide the City with I-Banking online service at no monthly cost. This will allow the City to review account activity daily, transfer funds between accounts, place stop payments, and complete Automated Clearinghouse (ACH) transactions.
  - D. Provide reconciliation services for the three accounts, including the following:
    1. A monthly bank statement received by the fifth working day that will include the month end bank account balance; all checks paid listed by check number, amount and date paid; and deposits and credits/debits listed by date and amount.
    2. Receive images of all cancelled checks, sorted serially by check number on a monthly basis.
    3. Receive images of all items, such as debit and credit memos and deposit tickets in date order, on a monthly basis.
  - E. Process separate deposit tickets with the 3-digit deposit transaction code for City Hall, parking meter, library, and recreation divisions.
  - F. Provide the City with all coins and currency needs at no cost.
  - G. Provide the City Positive Pay at no cost.
2. That the City will:
  - A. Agree to use Farmers State Bank as its sole provider of banking services. The City agrees to low fee banking services and agrees to pay for the following fees:
    - a. \$8/each for deposited returned checks.
    - b. \$25/each for outgoing bank wires
    - c. \$15/each for incoming bank wires
  - B. Have a 3 x 10 safety deposit box at the 515 Main Street location for a City cost of \$33/year.
  - C. Purchase checks and deposit slips at the City's expense.

10-12-2022

**Exhibit B  
INSURANCE REQUIREMENTS  
FOR GOODS & SERVICES  
FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. 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.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. 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.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 3-4 of this Exhibit.
  - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
  - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

## Insurance Limits

### A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 3-4 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity – Code of Iowa §670.4)	Equivalent to sample on Page 4 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit ( <i>if applicable</i> )	CG 25 03 05 09 or Equivalent

### B. Automobile Liability

Coverage is required for non-owned and hired vehicles if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>

### C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

**D. Umbrella/Excess Liability**

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

**E. Errors & Omissions/Professional Liability**

If the Agreement's scope of services includes design work or other professional consultation 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 Agreement, 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 Agreement.

Each Occurrence	\$1,000,000
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**ENDORSEMENTS:****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US  
(Waiver of Subrogation Endorsement)**

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 the Agreement or arising out of the work performed under the Agreement. 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.

**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.



**ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent.

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE  
Item 17.

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> PDCM Insurance P.O. Box 2597 Waterloo IA 50704	<b>CONTACT NAME:</b> Paige Shanks	
	<b>PHONE (A/C, No, Ext):</b> 319-234-8888	<b>FAX (A/C, No):</b> 319-234-7702
	<b>E-MAIL ADDRESS:</b> pshanks@pdc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Employers Mutual Companies	21415
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

<b>INSURED</b> Farmers State Bank 131 Tower Park Drive Suite 100 Waterloo IA 50701-9374	FARMSTA-01
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**COVERAGES****CERTIFICATE NUMBER:** 880136559**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	3D52310	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			3E52310	2/15/2023	2/15/2024	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			3J52310	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	3M52310	2/15/2023	2/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

If required in a written contract, The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its board, commissions and/or authorities and their board members, employees and volunteers are additional insureds on a primary & non-contributory basis under the General Liability policy. A waiver of subrogation applies in favor of The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its board, commissions and/or authorities and their board members, employees and volunteers under the General Liability policy if required in a written contract. Governmental immunity endorsement applies. The carrier will endeavor to provide 30 day notice of cancellation.

**CERTIFICATE HOLDER****CANCELLATION**City of Cedar Falls  
220 Clay St  
Cedar Falls IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL LIABILITY ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

#### **A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A**, Exclusion **a.** is amended as follows:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **B. NON-OWNED WATERCRAFT**

**Section I – Coverage A**, Exclusion **g.(2)** is amended as follows:

- (2)** A watercraft you do not own that is:
  - (a)** Less than 60 feet long; and
  - (b)** Not being used to carry person(s) or property for a charge;

#### **C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A**, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

<b>SCHEDULE</b>	
<b>Limits Of Insurance</b>	<b>Deductible</b>
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a.** The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
  - (1)** insureds;
  - (2)** claims made or "suits" brought;
  - (3)** persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c.** If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

#### **D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

## E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

## F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

## G. SUPPLEMENTARY PAYMENTS

**Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d.** are replaced by the following:

**1.b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## H. SUBSIDIARIES AS INSUREDS

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

## I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

**1. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by any vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or



- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- (1) This insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
  - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase applicable Limits of Insurance shown in the Declarations.

#### J. **COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

#### K. **HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured, Paragraph 2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

#### L. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:

**3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

#### M. **DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

#### N. **MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance, Paragraph 7.** is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GOVERNMENTAL ENTITY AS ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
 COMMERCIAL UMBRELLA COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of each Coverage Form to which it is attached apply unless modified by this endorsement.

### **SCHEDULE**

**Municipality:** City of Cedar Falls

**Mailing Address:** 220 Clay Street, Cedar Falls, IA 50613

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **Coverage Forms to which this endorsement is attached:**

The following provisions apply to each Coverage Form shown in the Schedule:

#### **A. CANCELLATION AND MATERIAL CHANGES PROVISION**

Thirty (30) days Advance Written Notice of Cancellation; (45) days Advance Written Notice of Non-Renewal, Reduction in insurance coverage and/or limits; and ten (10) days written notice of cancellation solely for non-payment of premium shall be sent to the address shown in the Schedule.

#### **B. ADDITIONAL INSURED PROVISION**

The municipality shown in the Schedule, including all its elected and appointed officials, all its "employees" and "volunteer workers," all its boards, commissions and/or authorities and their boards members, "employees," and "volunteer workers," are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the municipality shown in the Schedule. 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.

#### **C. GOVERNMENTAL IMMUNITIES PROVISION**

**1. Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not

waive any of the defenses of governmental immunity available to them 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 municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon 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 municipality shown in the Schedule.
- 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 municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality.
- 5. No Other Change in Policy.** The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION PROVIDED BY US -  
DESIGNATED ENTITY**

**SCHEDULE**

**1. Name of Entity:**

**2. Mailing Address:**

**3. Number of Days Notice:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than nonpayment of premium, notice of such cancellation will be provided to the entity in the Schedule, at least the number of days in advance of the cancellation effective date, also as shown in the Schedule.

If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

Failure to provide such notice to the designated entity will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.





## 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:** Jacque Danielsens, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** May 2, 2023  
**SUBJECT:** Property Assessments

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

John Nelson  
 603 Fireside Drive  
 Cedar Falls, IA 50613

106.60	February 2023
<u>1.60</u>	2023 (fees)
\$108.20	Total owed

Property address: 603 Fireside Dr., CF  
 Parcel #8914-11-301-013

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.

JOHN NELSON

TO THE ABOVE-NAMED PERSON(S):

John Nelson

PROPERTY DESCRIPTION:

603 Fireside Drive, Cedar Falls, Iowa  
 Black Hawk County Parcel #8914-11-301-013

LEGAL DESCRIPTION OF PROPERTY:

HEARTHSIDE ADDITION LOT 31,  
 Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 603 Fireside Drive, pursuant to City of Cedar Falls Ordinance Section 19-185. This matter is currently set on the Cedar Falls City Council agenda for **June 5<sup>th</sup>, 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



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

Enclosures.

**Exhibit "A"**

Prepared by: Jacqueline Daniels, City Clerk, 220 Clay Street, Cedar Falls, IA 50613

(319) 273-8600

**RESOLUTION NO.**

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 603 FIRESIDE DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8914-11-301-013.

WHEREAS, it was determined that the property located at 603 Fireside Drive, being legally described as Hearthside Addition Lot 31, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-301-013, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 603 Fireside Drive (Parcel ID 8914-11-301-013) to be cleared, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of \$160.20, 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 19-186, said real estate being legally described as follows:

HEARTHSIDE ADDITION LOT 31, Cedar Falls, Black Hawk County, Iowa. Parcel ID 8914-11-301-013.

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 5<sup>th</sup> day of June, 2023.

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

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

April 3, 2023

John Nelson  
603 Fireside Drive  
Cedar Falls, IA 50613

Dear John Nelson,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal on 2/6/23 for \$106.60, as well as late fees of \$1.60 for a total amount due of \$108.20. **If no payment is received by April 19, 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: JOHN NELSON  
603 FIRESIDE DRIVE  
CEDAR FALLS, IA 50613

INVOICE NO: 39635  
DATE: 2/07/23

CUSTOMER NO: 5741/5741

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 2/6/23 PER ORDINANCE 19-185;19-4 PROFESSIONAL LAWN CARE INV.#18756 CODE ENFORCEMENT	106.60	106.60 \$62.50 \$44.10

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

TOTAL DUE: \$106.60

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/07/23 DUE DATE: 3/09/23 NAME: NELSON, JOHN  
CUSTOMER NO: 5741/5741 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39635  
TERMS: NET 30 DAYS

AMOUNT: \$106.60

189





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

EFFECTIVE DATE OF THIS NOTICE: 1/31/2023

Case # 23-0063-SNOW

PROPERTY ADDRESS: 603 Fireside Dr  
 Cedar Falls, IA 50613

John R Nelson  
 603 Fireside Dr  
 Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 603 Fireside Dr, Cedar Falls, IA 50613

Dear John R Nelson,

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

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

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

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

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

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

Your cooperation in this matter will be greatly appreciated.

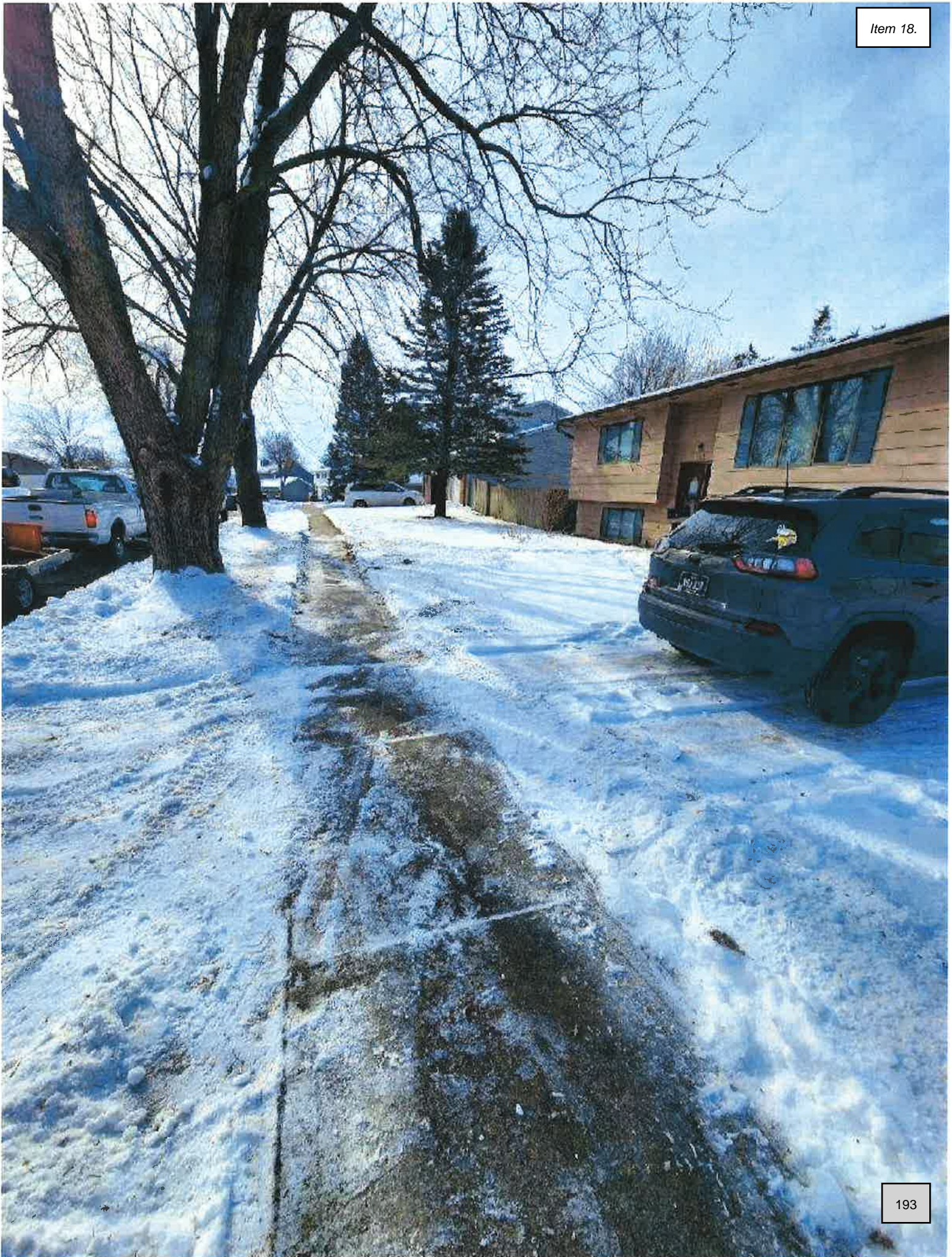
CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink that reads "Adam Spray". The signature is written in a cursive, flowing style.

Adam Spray  
Code Enforcement





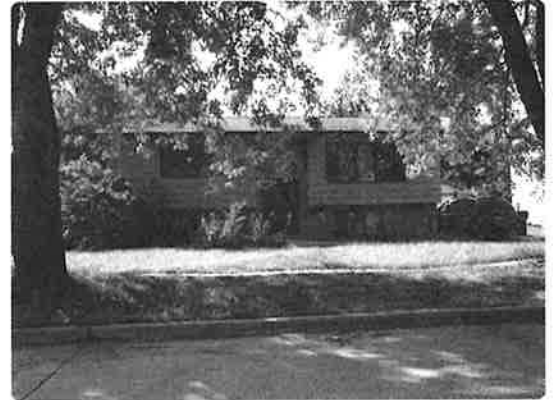




# Beacon™ Black Hawk County, IA

## Summary

**Parcel ID** 891411301013  
**Alternate ID**  
**Property Address** 603 FIRESIDE DR  
 CEDAR FALLS IA 50613  
**Sec/Twp/Rng** N/A  
**Brief Tax Description** HEARTHSIDE ADDITION LOT 31  
 (Note: Not to be used on legal documents)  
 2006-029292 (6/8/2006)  
**Deed Book/Page**  
**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-04

## Owner information

**Deed**  
 NELSON, JOHN R  
 603 FIRESIDE DR  
 CEDAR FALLS IA 50613

**Deed**  
 NELSON, LISE R  
 603 FIRESIDE DR  
 CEDAR FALLS IA 50613

**Mail To**  
 NELSON, JOHN R  
 603 FIRESIDE DR  
 CEDAR FALLS IA 50613

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
6/6/2006	MURRAY, JOHN M	NELSON, JOHN R	2006-29292	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$144,500.00
8/29/1995			649-481	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$79,000.00
2/22/1980			553-871	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$66,000.00

## Show Deed/Contract

[Show Deed/Contract](#)

## Land

**Lot Dimensions** Regular Lot: 71.00 x 110.00  
**Lot Area** 0.18 Acres; 7,810 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** Split Foyer Frame  
**Architectural Style** N/A  
**Year Built** 1979  
**Exterior Material** Composite Siding  
**Total Gross Living Area** 954 SF  
**Attic Type** None;  
**Number of Rooms** 4 above; 0 below  
**Number of Bedrooms** 2 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 954  
**Basement Finished Area** 500 - Living Qtrs. (Multi)  
**Plumbing** 1 Standard Bath; 1 Mtl Stall Shower Bat;  
**Central Air** Yes  
**Heat** Yes  
**Fireplaces**  
**Porches**  
**Decks** Wood Deck (140 SF);  
**Additions**  
**Garages** 480 SF (20F W x 24F L) - Det Frame (Built 1979);

**Permits**

Permit #	Date	Description	Amount
CF HA 00077	03/09/2020	Furnace	0
CF 20643	10/03/2011	Roof	7,774

**Valuation**

	2023	2022	2021	2020	2019
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$44,090	\$44,090	\$44,090	\$29,390	\$29,390
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$125,640	\$110,140	\$110,140	\$110,140	\$110,140
= Gross Assessed Value	\$169,730	\$154,230	\$154,230	\$139,530	\$139,530
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$169,730	\$154,230	\$154,230	\$139,530	\$139,530

**Taxation**

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021
+ Taxable Land Value	\$23,866	\$16,579	\$16,186
+ Taxable Building Value	\$0	\$0	\$0
+ Taxable Dwelling Value	\$59,619	\$62,129	\$60,659
= Gross Taxable Value	\$83,485	\$78,708	\$76,845
- Military Credit	\$0	\$0	\$0
= Net Taxable Value	\$83,485	\$78,708	\$76,845
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094
= Gross Taxes Due	\$2,881.54	\$2,598.02	\$2,546.72
- Ag Land Credit	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$2,881.54	\$2,598.02	\$2,546.72

**Tax History**

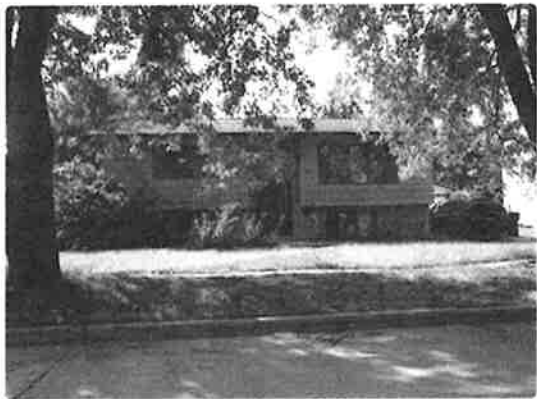
Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,441	Yes	11/16/2022	449474
	September 2022	\$1,441	Yes	11/16/2022	
2021	March 2023	\$0	No		449474
	September 2022	\$43	Yes	11/16/2022	
2020	March 2022	\$1,299	Yes	11/18/2021	372665
	September 2021	\$1,299	Yes	11/18/2021	
2020	March 2022	\$0	No		372665
	September 2021	\$39	Yes	11/18/2021	
2019	March 2021	\$1,273	Yes	10/2/2020	274288
	September 2020	\$1,273	Yes	10/2/2020	
2018	March 2020	\$1,225	Yes	10/25/2019	064594
	September 2019	\$1,225	Yes	10/25/2019	
2018	March 2020	\$0	No		064594
	September 2019	\$18	Yes	10/25/2019	
2017	March 2019	\$1,223	Yes	11/15/2018	064594
	September 2018	\$1,223	Yes	11/15/2018	
2017	March 2019	\$0	No		064594
	September 2018	\$37	Yes	11/15/2018	
2016	March 2018	\$1,249	Yes	11/16/2017	064594
	September 2017	\$1,249	Yes	11/16/2017	
2016	March 2018	\$0	No		064594
	September 2017	\$37	Yes	11/16/2017	

**Pay Property Taxes**

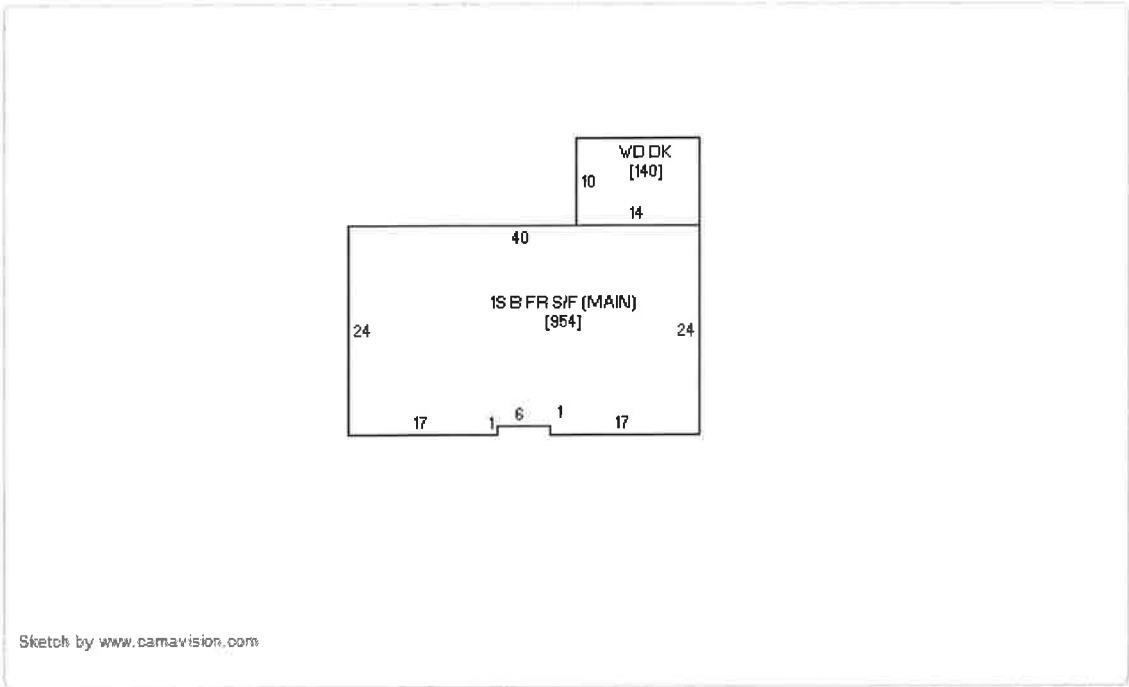
[Click here to pay property taxes for this parcel.](#)

**Photos**

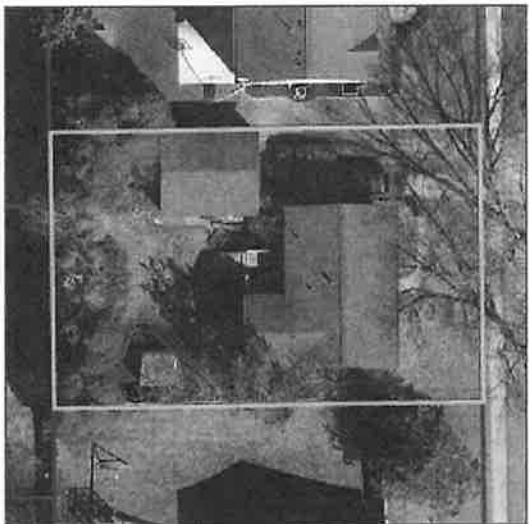




Sketches



Map



**Polling Location**[View Polling Location](#)**Recent Sales In Area****Sale date range:****From:**

05/02/2020

**To:**

05/02/2023

[Sales by Neighborhood](#)[Sales by Subdivision](#)

1500

Feet

[Sales by Distance](#)**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.

[User Privacy Policy](#)[GDPR Privacy Notice](#)[Last Data Upload: 5/1/2023, 10:10:07 PM](#)

Developed by



Version 3.1.6



## 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:** Jacque Danielsens, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** May 2, 2023  
**SUBJECT:** Property Assessments

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

Michael Panther

1322 Franklin Street  
 Cedar Falls, IA 50613

137.85	February 2023
<u>2.07</u>	2023 (fees)
\$139.92	Total owed

Property address: 1322 Franklin St., CF  
 Parcel #8914-13-131-007

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.

MICHAEL PANTHER

TO THE ABOVE-NAMED PERSON(S):

Michael Panther

PROPERTY DESCRIPTION:

1322 Franklin Street, Cedar Falls, Iowa  
 Black Hawk County Parcel #8914-13-131-007

LEGAL DESCRIPTION OF PROPERTY:

J R AND S CAMERONS ADDITION  
 LOT 5 BLK 6, Cedar Falls, Black Hawk  
 County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 1322 Franklin Street, pursuant to City of Cedar Falls Ordinance Section 19-185. This matter is currently set on the Cedar Falls City Council agenda for **June 5<sup>th</sup>, 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



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

Enclosures.

**Exhibit "A"**

Prepared by: Jacqueline Daniels, City Clerk, 220 Clay Street, Cedar Falls, IA 50613

(319) 273-8600

**RESOLUTION NO.**

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 1322 FRANKLIN STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-131-007.

WHEREAS, it was determined that the property located at 1322 Franklin Street, being legally described as J R and S Camerons Addition Lot 5 Blk 6, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-131-007, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 1322 Franklin Street (Parcel ID 8914-13-131-007) to be cleared, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of \$191.92, 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 19-186, said real estate being legally described as follows:

J R AND S CAMERONS ADDITION LOT 5 BLK 6, Cedar Falls, Black Hawk County, Iowa. Parcel ID 8914-13-131-007.

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 5<sup>th</sup> day of June, 2023.

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

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



## STATEMENT OF ACCOUNT

PAGE

1

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

(319) 273-8600

DATE: 3/31/23

TO: MICHAEL PANTHER  
1322 FRANKLIN STREET  
CEDAR FALLS, IA 50613

CUSTOMER NO: 5848/5848

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CESNW	2/07/23	SNOW/ICE REMOVAL: 2/6/23	39637	3/09/23	137.85
		PER ORDINANCE 19-185;19-4			
		PROFESSIONAL LAWN CARE INV.#18756			\$93.75
		CODE ENFORCEMENT			\$44.10
GFFIN	3/31/23	FINANCE CHARGE-GEN FUND		5/01/23	2.07

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
2.07	137.85		

DUE DATE: 5/01/23

PAYMENT DUE: 139.92  
TOTAL DUE: \$139.92

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/31/23 DUE DATE: 5/01/23 NAME: PANTHER, MICHAEL  
CUSTOMER NO: 5848/5848 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: \$139.92



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

April 3, 2023

Michael Panther  
1322 Franklin Street  
Cedar Falls, IA 50613

Dear Michael Panther,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal on 2/6/23 for \$137.85, as well as late fees of \$2.07 for a total amount due of \$139.92. **If no payment is received by April 19, 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

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

Andrea Ludwig  
Financial Clerk

Enclosure

## INVOICE

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

(319) 273-8600

TO: MICHAEL PANTHER  
1322 FRANKLIN STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 39637  
DATE: 2/07/23

CUSTOMER NO: 5848/5848

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 2/6/23 PER ORDINANCE 19-185;19-4	137.85	137.85
	PROFESSIONAL LAWN CARE INV.#18756		\$93.75
	CODE ENFORCEMENT		\$44.10

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

TOTAL DUE: \$137.85

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE .

DATE: 2/07/23 DUE DATE: 3/09/23 NAME: PANTHER, MICHAEL  
CUSTOMER NO: 5848/5848 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39637  
TERMS: NET 30 DAYS

AMOUNT: \$137.85

*Item 19.*

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

**Invoice Number** 18756

***Thank You, We appreciate your Business***



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

EFFECTIVE DATE OF THIS NOTICE: 1/31/2023

Case # 23-0054-SNOW

PROPERTY ADDRESS: 1322 Franklin St  
 Cedar Falls, IA 50613

Michael S Panther  
 1322 Franklin St  
 Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 1322 Franklin St, Cedar Falls, IA 50613

Dear Michael S Panther,

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

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

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

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

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

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

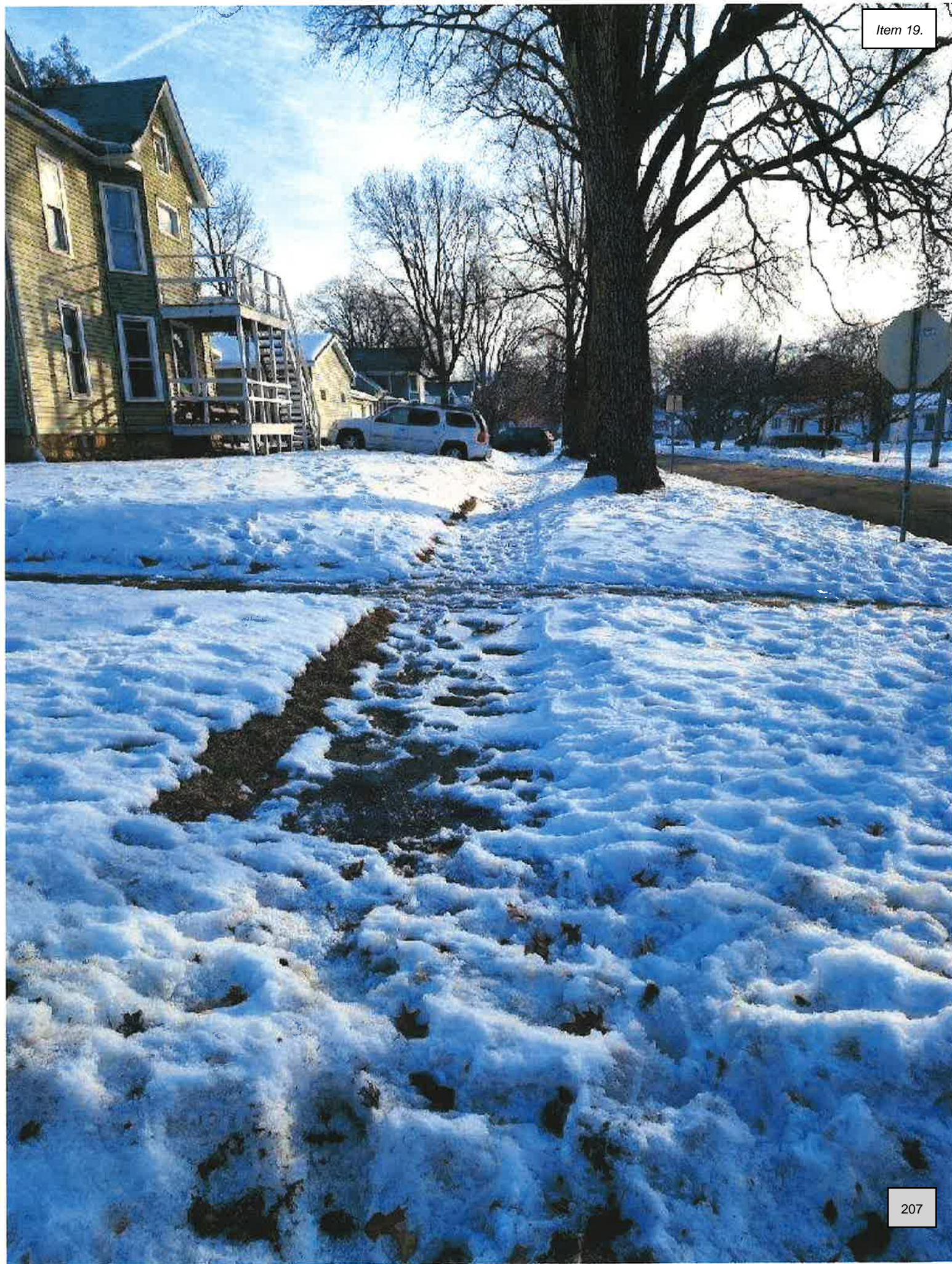
Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink that reads "Adam Spray". The signature is written in a cursive, flowing style.

Adam Spray  
Code Enforcement











# Beacon™ Black Hawk County, IA

## Summary

**Parcel ID** 891413131007  
**Alternate ID**  
**Property Address** 1322 FRANKLIN ST  
 CEDAR FALLS IA 50613  
**Sec/Twp/Rng** N/A  
**Brief Tax Description** J R AND S CAMERONS ADDITION LOT 5 BLK 6  
 (Note: Not to be used on legal documents)  
**Deed Book/Page** 2019-017189 (5/17/2019)  
**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

**Deed**  
 PANTHER, MICHAELS  
 1322 FRANKLIN ST  
 CEDAR FALLS IA 50613

**Mail To**  
 PANTHER, MICHAELS  
 1322 FRANKLIN ST  
 CEDAR FALLS IA 50613

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
5/15/2019	MUNOZ,ERNESTO	PANTHER,MICHAEL S	2019-00017189	NORMAL	Deed		\$127,500.00
6/28/2006	SHATEK,MARK	MUNOZ,ERNESTO	2006-31089	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$89,000.00
8/15/1994			643-288	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$45,500.00
8/26/1985			580-332	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$50,000.00

## Show Deed/Contract

[Show Deed/Contract](#)

## Land

**Lot Dimensions** Regular Lot: 66.00 x 132.00

**Lot Area** 0.20 Acres; 8,712 SF

(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

## Residential Dwellings

**Residential Dwelling**  
**Occupancy** Two-Family Conversion  
**Style** 2 Story Frame  
**Architectural Style** N/A  
**Year Built** 1900  
**Exterior Material** Vinyl  
**Total Gross Living Area** 1,776 SF  
**Attic Type** Floor & Stairs;  
**Number of Rooms** 9 above; 0 below  
**Number of Bedrooms** 5 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 655  
**Basement Finished Area**  
**Plumbing** 2 Standard Bath; 1 Sink;  
**Central Air** Yes  
**Heat** Yes  
**Fireplaces**  
**Porches** 1S Frame Open (80 SF);  
**Decks**  
**Additions** 1 Story Frame (426 SF);  
**Garages** 768 SF (24F W x 32F L) - Det Frame (Built 2020);

## Permits

Permit #	Date	Description	Amount
CF 02978	08/24/2020	Garage	10,000
CF HA 00107	03/27/2019	A/C	0
CF 30094	12/31/2016	Misc	125
CF 18916	11/05/2010	Windows	3,500

## Valuation

	2023	2022	2021	2020	2019
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$29,110	\$29,110	\$29,110	\$21,020	\$21,020
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$178,620	\$147,070	\$145,660	\$131,010	\$128,400
= Gross Assessed Value	<b>\$207,730</b>	<b>\$176,180</b>	<b>\$174,770</b>	<b>\$152,030</b>	<b>\$149,420</b>
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	<b>\$207,730</b>	<b>\$176,180</b>	<b>\$174,770</b>	<b>\$152,030</b>	<b>\$149,420</b>

## Taxation

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021
+ Taxable Land Value	\$15,757	\$11,857	\$11,577
+ Taxable Building Value	\$0	\$0	\$0
+ Taxable Dwelling Value	\$78,846	\$73,902	\$70,715
= Gross Taxable Value	<b>\$94,603</b>	<b>\$85,759</b>	<b>\$82,292</b>
- Military Credit	\$0	\$0	\$0
= Net Taxable Value	<b>\$94,603</b>	<b>\$85,759</b>	<b>\$82,292</b>
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094
= Gross Taxes Due	<b>\$3,265.29</b>	<b>\$2,830.77</b>	<b>\$2,727.23</b>
- Ag Land Credit	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00
- Homestead Credit	(\$167.40)	(\$160.09)	(\$160.73)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00
= Net Taxes Due	<b>\$3,097.89</b>	<b>\$2,670.68</b>	<b>\$2,566.50</b>

## Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,549	Yes	3/14/2023	450691
	September 2022	\$1,549	Yes	9/21/2022	
2020	March 2022	\$1,335	Yes	3/14/2022	350795
	September 2021	\$1,335	Yes	9/20/2021	
2019	March 2021	\$1,283	Yes	3/12/2021	209468
	September 2020	\$1,283	Yes	9/21/2020	
2018	March 2020	\$1,237	Yes	4/3/2020	066878
	September 2019	\$1,237	Yes	9/17/2019	
2017	March 2019	\$1,154	Yes	3/20/2019	066878
	September 2018	\$1,154	Yes	9/19/2018	
2016	March 2018	\$1,181	Yes	3/14/2018	066878
	September 2017	\$1,181	Yes	9/28/2017	

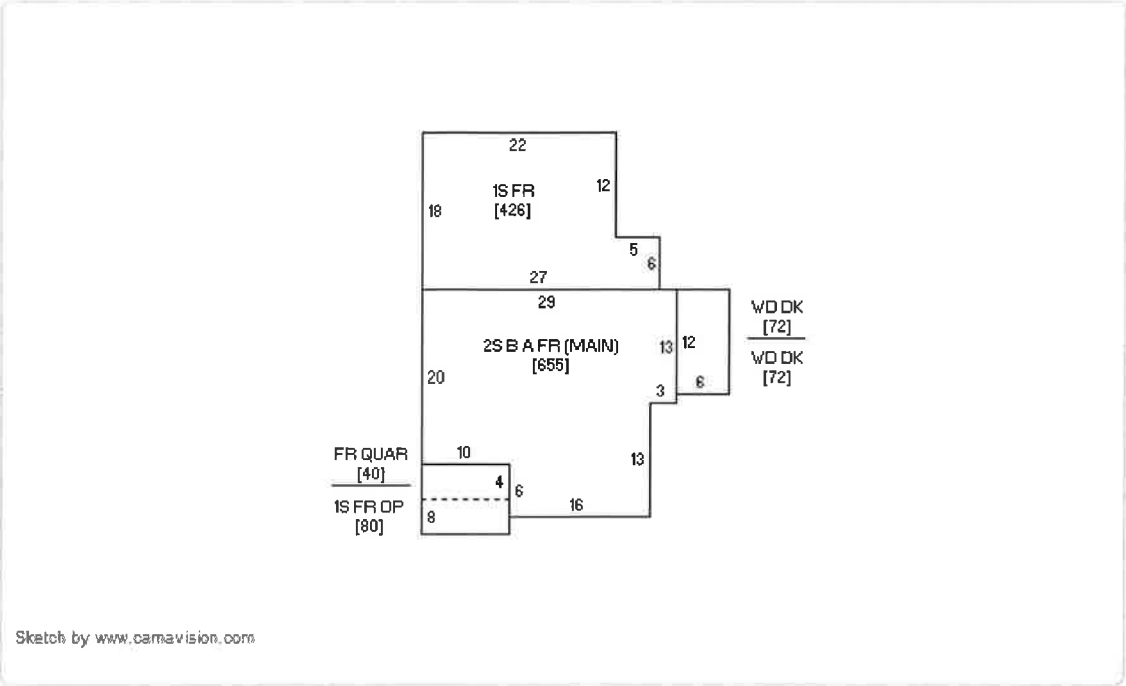
## Pay Property Taxes

[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:**

05/02/2020

**To:**

05/02/2023

[Sales by Neighborhood](#)[Sales by Subdivision](#)

1500

Feet

[Sales by Distance](#)**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.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Upload: 5/1/2023, 10:10:07 PM

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Version 3.1.6



**EASEMENT AGREEMENT**

**EASEMENT AGREEMENT FOR TEMPORARY USE OF PUBLIC RIGHT-OF-WAY BETWEEN  
THE CITY OF CEDAR FALLS, IOWA, Dave Farris / Mimi Rice LANDLORD, AND  
Wilbo Burgers TENANT, FOR A SIDEWALK CAFÉ ON THE PUBLIC  
RIGHT-OF-WAY LOCATED AT 118 Main St STREET, CEDAR FALLS,  
IOWA**

This Agreement is made among Landlord, Mimi Rice / Dave Farris, and  
Tenant, Wilbo Burgers ("Applicant"), and the City of Cedar Falls, Iowa, a municipal  
corporation.

WHEREAS, the City of Cedar Falls ("City") is the owner of the public right-of-way within  
the City of Cedar Falls, Iowa; and

WHEREAS, Applicant has applied for temporary use of the public right-of-way as a  
sidewalk café; and

WHEREAS, Applicant has elected as follows with respect to such sidewalk cafe: **[check  
either Box (a) or (b); and either Box (c) or (d); and either Box (e) or (f)]**

- ☒ (a) Fencing, ropes or other rigid structure not attached to the public sidewalk; or
- ☐ (b) Fencing, ropes or other rigid structure attached to the public sidewalk and approved  
by the Director of Municipal Operations & Programs.
- ☐ (c) all sidewalk café elements shall be moved inside the building each night; or
- ☒ (d) all sidewalk café elements shall be secured each night.
- ☒ (e) Applicant shall operate the sidewalk café area during the period of April 1 to  
November 15 each year; or
- ☒ (f) Applicant shall operate the sidewalk café area during the months of \_\_\_\_\_  
through \_\_\_\_\_ each year.

WHEREAS, so long as said proposed use is consistent with the conditions set forth in  
this Agreement, and in Division 2, Article III, of Chapter 19 of the Cedar Falls Code of  
Ordinances, said use is in the public interest.

WHEREAS, in mutual consideration of the promises herein, Applicant and City agree as  
follows:

1. Landlord Dave Farris / Mimi Rice owns certain real estate abutting the public  
right-of-way located in Cedar Falls, Iowa, at the following street address:  
118 Main Street, Cedar Falls, Iowa; and Landlord has given  
Applicant/Tenant permission to operate a sidewalk café thereon as herein  
provided.
2. Applicant/Tenant Wilbo Burgers (hereinafter "Applicant") occupies  
said real estate abutting the public right-of-way located at said street address,  
and wishes to use a portion of said right-of-way for location and operation of a  
sidewalk café, as permitted by City regulations.
3. City and Applicant agree this Agreement shall be binding upon the successors  
and assigns of the parties hereto, provided that no assignment of this Agreement  
shall be made without the prior written consent of both parties to be attached  
hereto as a formal written addendum.

4. Applicant acknowledges and agrees that this Agreement is limited exclusively to the location, use and purposes listed herein for a sidewalk café, that any other uses, locations and purposes are not contemplated herein, and that any expansion of said uses, purposes or locations must be specifically agreed to in writing by the City of Cedar Falls.
5. Applicant further acknowledges and agrees that no property right is conferred by this Agreement for the use of portions of the public right-of-way, that the City is not empowered to grant permanent or perpetual use of its right-of-way for private purposes, that the City may order Applicant's use of the right-of-way to cease and desist if, for any reason, the City determines that said right-of-way is needed for a public use and should be cleared of any and all obstructions, or the City determines, pursuant to any of the provisions of Division 2 of Article III of Chapter 19 of the Cedar Falls Code of Ordinances, that continued use of the public right-of-way for a sidewalk café is not in the public interest or consistent with public safety, health or welfare, and that the Applicant shall not be entitled to any compensation should the City elect to do so.
6. Applicant also agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, of whatever nature, including payment of reasonable attorney fees, which may arise from the Applicant's use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees. Applicant further agrees to provide the City with a certificate of insurance coverage of the sidewalk café as required by Section 19-98 of the Cedar Falls Code of Ordinances.
7. Applicant further agrees to abide by all applicable federal, state, and local laws, and to maintain said sidewalk café in accordance with the approved Site Plan/Diagram. Access and egress routes shall be maintained so that crowd management, security, and emergency services personnel are able to reach any individual without undue hindrance. Applicant shall insure that there are adequate clearances between the various tables, chairs, and other sidewalk café elements such that appropriate ingress and egress routes are maintained for the safe exit of all patrons from the sidewalk café.
8. Applicant is required to submit Schematic Diagrams in connection with the use of approved fencing, ropes or other rigid structures. Applicant shall either move all sidewalk café elements inside the building comprising the restaurant which is adjacent to the sidewalk café by the closing time of the sidewalk café each night, restoring the sidewalk café to its normal condition as a pedestrian walkway, or the applicant must secure all sidewalk café elements by the closing time of the sidewalk café each night, by means of chains and locks or other secure means approved.
9. Requests for revisions or amendments to this Agreement require submittal of proposed revised Side Plans/Schematic Diagrams by Applicant and review by City staff, and formal approval by the City Council.
10. Should Applicant elect to secure sidewalk café elements by means of chains and locks or some other secure means, in lieu of moving such sidewalk café elements inside the building each night, Applicant shall obtain the prior approval of the Director of Municipal Operations & Programs for the means by which such sidewalk café elements shall be secured, so that they are secured in such a way that such sidewalk café elements cannot be used to cause damage to persons or property during the hours the sidewalk café is closed. Further, the Applicant shall obtain prior approval from the City Fire Department, to insure that the securing of such sidewalk café elements does not interfere with ingress or

egress, fixtures associated with fire detection and suppression, utility shut-offs, or the use of mechanical equipment rooms, in or around the building adjacent to which the sidewalk café area is located.

11. City and Applicant hereby understand, acknowledge and agree that the provisions of Division 2, Sidewalk Cafes, Sections 19-92 through 19-101, of Article III, Obstructions, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, as the same now exist or as the same be amended and modified from time to time by ordinance amendment of the City Council, are hereby incorporated into, and made a part of, this Easement Agreement, and shall govern the terms, conditions and provisions of this Easement Agreement.
12. In the event of a breach of this Agreement or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances, the City may, at its sole discretion, elect to give written notice to Applicant to remove all sidewalk café elements and/or other objects from the City's right-of-way. In the event Applicant does not comply within the time period designated in the written notice, the City may elect to remove, or direct removal of, any obstructions from the right-of-way and charge the cost of such removal and temporary storage to the Applicant and/or Landlord. Upon nonpayment of said charges, the removal costs may be certified to the Black Hawk County Assessor as a statutory lien and assessed against the property and collected in the same manner as a property tax, as provided in Section 364.12(2)(e), Code of Iowa.
13. In the event the sidewalk café elements are removed from the area for any reason, the right-of-way area and sidewalk must be restored to its original condition by the Applicant and/or Landlord, under such standards as may be promulgated by the City Engineer or City Director of Municipal Operations & Programs. The Applicant and Landlord shall be responsible for any damages to the sidewalk caused by the operation of the sidewalk café. A deposit of \$250 shall be required prior to the establishment of the sidewalk café, and shall be returned to the Applicant when the sidewalk is restored to its prior condition as determined by the City Engineer or City Director of Municipal Operations & Programs. If the Landlord/Applicant fails to restore the sidewalk to its prior condition or to the standards promulgated by the City Engineer or City Director of Municipal Operations & Programs, the City may do so and apply the deposit to the cost thereof.
14. In consideration for the City's concerns for public safety on the public right-of-way, Applicant specifically acknowledges said safety concerns and agrees to operate the sidewalk café in entire conformity with all of the rules and regulations contained in Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
15. This Easement Agreement shall terminate when Applicant's sidewalk café permit terminates, either by reason of expiration of such permit and the non-renewal thereof, or by reason of termination of the permit for noncompliance with the provisions of this Agreement, or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
16. Should any section of this Agreement be found invalid by a court of competent jurisdiction, it is agreed that the remaining portions shall continue in full force and effect as though severable from the invalid portion.

Dated this 18 day of May, 2023.

## APPLICANT/TENANT

Wilbo  
(Name of Entity)

By [Signature]  
(Name)

Owner  
(Title)

## APPLICANT/LANDLORD

Wilbo Burgers - Mimi Rice Dave Farris  
(Name of Entity)

By Mimi Rice / Dave Farris  
(Name)

Dave Farris Owners/Tenants  
(Title)

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 18 day of May, 2023, by Mimi Rice (name of person) as owner (title) of Wilbo  
Applicant/Tenant.

My Commission Expires:

May 11, 2024

Notary Public in and for the State of Iowa

Amy C Eggleston



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 18 day of May, 2023, by David Farris (name of person) as owner (title) of 118 Main St  
Applicant/Landlord.

My Commission Expires:

May 11, 2024

Notary Public in and for the State of Iowa

Amy C Eggleston



CITY OF CEDAR FALLS, IOWA

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor and Jacqueline Danielsens, City Clerk, of the City of Cedar Falls, Iowa.

My Commission Expires:

\_\_\_\_\_

Notary Public in and for the State of Iowa





## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Information Systems Division

**TO:** Mayor Rob Green and City Council Members  
**FROM:** Julie Sorensen, Information Systems Manager  
**DATE:** May 24, 2023  
**SUBJECT:** Agreement with US Cellular for Cellular Service

As you may recall, in March we refreshed the cell phones in our Mobile Device program. We are now working on renewing and refreshing our tablets with Cell Service. The current tablets are 7 years old with older technology. These devices are used heavily by inspectors, parks, street, engineering techs, and water recreation employees.

They have worked with us to continue to offer a shared pool of data and subsidized pricing on devices for the length of the term. Each tablet will have a \$10.00 per month cellular charge. This renewal would be for an additional 2-year term and needs council approval as it is a service contract.

The attached is the Service Order for the new tablets which is a mixture of android and iPad each listing the contracted price for the devices. The retail price has a \$200.00 credit off the listed price.

Please reach out to me with any questions, either at 319-268-5111 or email at [Julie.sorensen@cedarfalls.com](mailto:Julie.sorensen@cedarfalls.com).

Attachment: 2023 Tablet Renewal



# SERVICE ORDER FORM TERMS

(Legally Binding Document)

This Service Order is between You and USCC Services, LLC on behalf of its operating licensed affiliate doing business as USCellular in the Home Market ("USCC"). This Service Order is governed by the MASTER SERVICE AGREEMENT ("MSA") located at <https://www.uscellular.com/legal>, unless there is a separately signed agreement between You and USCC which is identified in this Service Order. Terms not defined herein are defined in the MSA. By signing below, you agree and acknowledge that You have read and understood the MSA terms and this Service Order, and that the person signing below has the authority to enter into this Service Order on Your behalf.

BUSINESS LEGAL NAME AND ADDRESS							
Business Legal Name		City of Cedar Falls		Business Address <input checked="" type="checkbox"/> Same as Shipping Address Click or tap here to enter text.		Billing Address <input type="checkbox"/> Same as Shipping Address 220 Clay Street Cedar Falls 50613	
Business d/b/a (If applicable)							
BUSINESS SET-UP INFORMATION – USCC INTERNAL USE							
<input type="checkbox"/> New Business Customer		<input checked="" type="checkbox"/> Current Business Customer		BAN Group ID: (If current customer)		Email Address julie.sorensen@cedarfalls.com	
Portal Setup <input type="checkbox"/> Accept <input type="checkbox"/> Decline <input checked="" type="checkbox"/> Current		Portal Contact (NA for Current User)		Julie Sorensen		Portal Contact Email (NA for Current User) julie.sorensen@cedarfalls.com	
Business Phone Number		319-273-8600		Contact Name (POC)		Julie Sorenesen	
Account Number (If current customer)		448460582		Territory		IANE1	
Tax ID (EIN)				Market		IANE1	
Tax Exempt (Attach to File)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Estimated Value (ECV)		\$2880	
Service(s) Ordered under this Purchase:		Data		Special Approval Sheet (Must Attach to File)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/> Toolbox	
TABLE 1 - SERVICE(S) <sup>5</sup>		Service Commitment (Months) <sup>4</sup>		May activate additional lines at Rate Plan <sup>1</sup>	Cost Summary		
Initial Quantity (Activations)	Rate Plan Name	Term	Other		MRC	MRC w/ Pricing Approval Detail <sup>2</sup>	Total Customer MRC
12	Public sector Pooled Data EIP 1GB	24		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$10		\$120
Grand Total Customer MRC (excludes applicable taxes, fees, and other charges)							\$120
<input checked="" type="checkbox"/> CHECK HERE IF Customer is eligible for Standard Rate Plan Changes for length of term							

TABLE 2 –EQUIPMENT PURCHASES <sup>5</sup> (WITHOUT RETAIL INSTALLMENT CONTRACT) <sup>3</sup>			Equipment Service Commitment (Months) <sup>4</sup>		May Order additional quantities at stated cost <sup>1</sup>	Equipment Cost Summary			
Initial Quantity	Description	Upgrade Eligibility	Term	Other		RETAIL COST (non- subsidized)	Special Approval (Subsidized) 2	Subsidized Price	Total
3	Tab A7 Lite	N/A	24		<input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$199			\$600
9	IPad 9th Gen 64GB	na	24			\$459			\$4131
<b>Grand Total Customer Equipment Cost (excludes applicable taxes)</b>									4731
<input type="checkbox"/> CHECK HERE IF Customer is eligible for Standard Subsidy price for length of term									
<input type="checkbox"/> CHECK HERE IF Customer is activating Customer owned equipment ("COE") <u>COE approved by USCC:</u> <input type="checkbox"/> YES <input type="checkbox"/> NO									
<input type="checkbox"/> CHECK HERE IF Customer is purchasing Equipment through a Retail Installment Contract ("RIC")									
<b>DO NOT COMPLETE TABLE 2 FOR RIC PURCHASES. SUBMIT A RETAIL INSTALLMENT AGREEMENT (RIC) AND ATTACH TO THIS SERVICE ORDER</b>									

ADDITIONAL/OTHER TERMS AND CONDITIONS (IF APPLICABLE)	
Accessory Discount / Exclusions	
Volume Commitment	
Revenue Commitment	\$2880
Promotional Credits	\$200 per renewed line
Other Terms and Conditions	

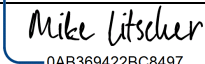
<sup>1</sup> If "yes", additional purchases at the Rate Plan / stated cost may be purchased after the Effective Date of this Service Order provided that the Rate Plan, state cost or quantities (as applicable) are available. USCC has the right to discontinue any Rate Plan or Equipment availability at any time with or without notice. If additional purchases are permitted and made pursuant to this Service Order, such purchase(s) will be documented in Your account without requiring a new Service Order or addendum to this Service Order, and this Service Order will thereby be amended with respect to such additional purchase(s) as documented in Your account and without any further writing. You are responsible for reviewing Your account for any errors in billing or otherwise. See Section 7(c) of the MSA for billing and payment details.

<sup>2</sup> Requires USCC Special Pricing Approval. Additional terms may apply.

<sup>3</sup> If purchasing through a retail installment plan You must execute a Retail Installment Contract (RIC) and the attached RIC Initial Set-up Form must be completed. The RIC governs Your Equipment purchased on an installment plan.

<sup>4</sup> Service Commitment(s) ETFs are based on 50% of the MRC of the terminated line of Service multiplied by the number of months remaining on the Commitment without proration and You may be required to return promotional credits. Subsidized Equipment ETFs are based on the Commitment term and type of Equipment purchased. Equipment Commitment ETFs are in addition to any Service Commitment ETFs. See Sections 9, 10 and 11 of the MSA for full details.

<sup>5</sup> If additional space is needed for purchases, please check "Additional Purchases-Service Order Form Addendum Attached" in the signature block. The purchases on the Service Order Form Addendum are hereby incorporated by reference. Any "Grand Total" includes the total of purchases listed on the Service Order Form and any additional Service Order Form Addendum.

AGREED AND ACKNOWLEDGED BY THE PARTIES' AUTHORIZED REPRESENTATIVES	
USCC SERVICES, LLC Agreed and Acknowledged	Signature:  0AB369422BC8497...
	Printed Name: Mike Litscher
	Title: Sales Manager
	Date: 5/22/2023   10:33 AM CDT
Click or tap here to enter text. Agreed and Acknowledged	Signature:
	Printed Name Julie Sorensen
	Title: Manager of Info Systems
	Date

**Certificate Of Completion**

Envelope Id: ADB982C48A7347BFB2A6D0CB7184A9F8

Status: Delivered

Subject: Cedar Falls Tablets.xlsx

SFA Opportunity ID:

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Tyler Meusburger

AutoNav: Enabled

30 N Lasalle St Ste 4000

Envelopeld Stamping: Enabled

Chicago, IL 60602

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Tyler.Meusburger@uscellular.com

IP Address: 163.116.146.118

**Record Tracking**

Status: Original

Holder: Tyler Meusburger

Location: DocuSign

5/22/2023 8:18:41 AM

Tyler.Meusburger@uscellular.com

**Signer Events****Signature****Timestamp**

Mike Litscher

mike.litscher@uscellular.com

Sales Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
0AB369422BC8497...

Sent: 5/22/2023 8:22:46 AM

Viewed: 5/22/2023 10:33:43 AM

Signed: 5/22/2023 10:33:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 98.144.103.126

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Julie Sorensen

julie.sorensen@cedarfalls.com

Manager of Info Systems

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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**Payment Events****Status****Timestamps**



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**MEMORANDUM**

Legal Services Division

**TO:** Mayor Green, City Council  
**FROM:** Kevin Rogers, City Attorney; Chase Schrage, Director of Public Works  
**DATE:** May 26, 2023  
**SUBJECT:** Aldrich School Connections Agreement

Following Council's direction, the City has been negotiating with a local developer, Panther Farms, LLC, to construct street connections in the area of Aldrich Elementary School. Attached therefore please find three proposed agreements that are intended to carry out that directive.

The first Agreement, called Infrastructure Development Agreement, is the primary agreement between the parties. Basically, the Agreement provides that the Developer shall submit preliminary plats and plans for the construction of three street connections: Segment 1 Improvements, Segment 2 Improvements and Segment 3 Improvements as depicted in Exhibit B to the Agreement. The City shall then go through the bidding process for the construction work to be done, award the bid, and construct the improvements at the City's cost. The Developer shall reimburse the City for 50% of such construction costs. Reimbursement will occur as each lot that adjoins each Segment is sold. Construction costs are divided equally among each adjoining lot for each Segment.

The Developer has the option to construct sanitary sewer main under Vera Way and also construct Elizabeth Drive at the same time as the City's construction activities in that area, but that would be at the Developer's separate cost.

Repayment by the Developer is secured by a Mortgage which is also attached. The Mortgage currently applies to the entirety of the Developer's holdings that contain the Segments but will be amended to include only the Segment adjoining lots as those lots are final platted. Otherwise, the Mortgage is in standard form.

Finally, there is an Intercreditor Agreement attached. Because Banklowa holds a purchase money security interest and is therefore in a superior position to the City's security interest under the City's Mortgage, Banklowa has agreed to subordinate its interest in the Segment adjoining lots to allow the City's interest to be superior in the event that the City is not repaid from the proceeds of the sale of each Segment adjoining lot. That allows the City to be fully secured in the Developer's obligation to repay the City for construction costs.

Feel free to contact either one of us with any questions.



# INFRASTRUCTURE DEVELOPMENT AGREEMENT

by and between

**CITY OF CEDAR FALLS, IOWA**

and

**PANTHER FARMS, LLC**

THIS INFRASTRUCTURE AGREEMENT (“Agreement” or “Infrastructure Agreement”) is made as of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the CITY OF CEDAR FALLS, IOWA, a municipal corporation (the “City”) and PANTHER FARMS, LLC, with its principal offices located at 604 Clay Street, Cedar Falls, Iowa (“Developer”). The Parties are the City and Developer.

## WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located within the City near Aldrich School, which real property is legally described as follows:

(the “Development Property”), which Development Property is generally depicted on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Developer intends to develop the Development Property for residential lots in several subdivisions, to be platted separately; and

WHEREAS, the Developer’s obligations in platting the Development Property include causing the construction of public infrastructure in each subdivision, including streets within the subdivision; and

WHEREAS, the City has an interest in ensuring the construction timing of several streets within the subdivision to order to provide necessary access to Aldrich School; and

WHEREAS, the City is willing to cause the construction of the certain streets and related public infrastructure more particularly described herein (the “Infrastructure Improvements”), which would otherwise be the Developer’s responsibility to construct within the subdivisions, in order to cause the Infrastructure Improvements to be constructed by certain deadlines, as set forth herein; provided, however, that Developer shall be required to reimburse the City for 50% of the costs of the Infrastructure Improvements under the terms and conditions set forth herein; and

WHEREAS, the City believes that it’s accelerated completion of the Infrastructure Improvements is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which this project is being undertaken.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

## **ARTICLE I. DEFINITIONS**

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

City Bonds or Bonds means the general obligations bonds issued by the City in one or more series for the purpose of funding the construction of the Infrastructure Improvements.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Infrastructure Improvements means the public infrastructure improvements to be completed by the City as further described in Article III and Exhibit A of this Agreement, including the Segment 1 Improvements, the Segment 2 Improvements, the Segment 3 Improvements, planned intersections to any segment of the Infrastructure Improvements, and sewer connections to the edge of the right-of-way of any segment of the Infrastructure.

Segment 1 Improvements means the improvements to be constructed by the City related to the extension of Ironwood Drive from the current paved northern terminus of Ironwood Drive to its planned intersection with the Arbors Drive extension defined as Segment 2 Improvements below. Segment 1 Improvements shall include grading, concrete, and seeding as well as any necessary roadway culverts and infrastructure for water, storm sewer, and sanitary sewer; but specifically **excluding** adjacent or related public sidewalks. The segment of Ironwood Drive included in the Segment 1 Improvements is depicted in red on the diagram attached as Exhibit B.

Segment 2 Improvements means the improvements to be constructed by the City related to the extension of Arbors Drive from the current paved northern terminus of Arbors Drive to its planned intersection with West Greenhill Road. Segment 2 Improvements shall include grading, concrete, and seeding as well as any necessary roadway culverts and infrastructure for water, storm sewer, and sanitary sewer; but specifically **excluding** adjacent or related public sidewalks or recreational trails. The segment of Arbors Drive included in the Segment 2 Improvements is depicted in black on the diagram attached as Exhibit B.

Segment 3 Improvements means the improvements to be constructed by the City related to the extension of Ashworth Drive between the current paved western terminus of Ashworth Drive and the current paved eastern terminus of Ashworth Drive near Aldrich Elementary School. Segment 3 Improvements shall include grading, concrete, and seeding as well as any necessary roadway culverts and infrastructure for water, storm sewer, and sanitary sewer; but specifically

**excluding** adjacent or related public sidewalks. The segment of Ashworth Drive included in the Segment 3 Improvements is depicted in blue on the diagram attached as Exhibit B.

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

## **ARTICLE II. REPRESENTATIONS AND WARRANTIES**

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

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

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

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

d. The City shall construct, or cause to be constructed, all Infrastructure Improvements to conform with approved constructions plans which meet the specifications of the City; and such approved construction plans shall be on file in the City Engineer's office. When the City, or its contractor(s), complete work on the Infrastructure Improvements, said Infrastructure Improvements shall be approved and accepted by resolution of the city council of the City and the City shall at said time provide a two-year maintenance bond regarding the same.

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

a. Panther Farms, LLC is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has or will obtain all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as

presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

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

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

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

e. Developer will provide reasonable cooperation with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Infrastructure Improvements and the development of the Development Property.

### **ARTICLE III. CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS**

Section 3.1. Infrastructure Improvements. The City shall complete the necessary steps to bid and construct the Infrastructure Improvements, subject to and contingent upon satisfaction of the conditions precedent set forth in Section 3.2. The City may, in the City's sole discretion, issue City Bonds related to construction of the Infrastructure Improvements as and to the extent deemed necessary and appropriate by the City Council, the City's municipal/financial advisor, and the City's bond counsel; provided, however, that any issuance of City Bonds shall be on such terms and conditions as are necessary or desirable to the City, in the City's sole discretion. The City's obligations under this Article III shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and the satisfaction of all conditions and procedures required (in the judgment of legal counsel for the City) by the Iowa Code with respect to the issuance of the City Bonds, the public bidding procedures related to the Infrastructure Improvements, and all related City actions and processes, including the holding of all required public hearings relating to the same.

Section 3.2. Conditions Precedent to Construction of Infrastructure Improvements. It is recognized and agreed that the City's ability to perform the obligations described in this Agreement, with respect to construction of the Infrastructure Improvements, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings.

Specifically, all obligations of the City to construct any segment of the Infrastructure Improvements are subject to satisfaction of each of the following conditions precedent:

a. Preliminary Plat Requirement. Developer shall have submitted to the City, by no later than December 31, 2023, a preliminary plat for each subdivision on the Development Property containing the applicable segment of the Infrastructure Improvements and such preliminary plat shall have been approved by the City, according to the City's usual and customary procedures and standards. For the purpose of clarity, the Developer is required to submit a preliminary plat for the subdivision corresponding to each segment of the Infrastructure Improvements by no later than December 31, 2023, but may submit the preliminary plats for the subdivisions containing the Segment 1 Improvements and the Segment 2 Improvements at different times; the Parties acknowledge that the Developer has already submitted a preliminary plat containing the Segment 3 Improvements, which has already been approved by the City.

b. Public Bidding Requirement. The City shall have completed all applicable public bidding requirements for the applicable segment of the Infrastructure Improvements and, subject to the provisions of Section 3.4, shall have awarded one or more contracts for the segment of the Infrastructure Improvements acceptable to the City in its sole discretion.

c. Easements Requirements. The Developer shall have provided and conveyed to the City, with no compensation to Developer, all necessary fee interests, public utility easements, right-of-way easements, temporary construction easements, and other interests in real property over and through the Development Property and adjacent property owned by Developer for the City's construction, ownership, and maintenance of the applicable segment of the Infrastructure Improvements. The Developer shall have conveyed such interests via warranty deed, free of all liens and encumbrances, or by easement agreement prepared by the City's legal counsel, as applicable and customary for the particular interest.

c. Engineering Requirement. The Developer shall have submitted completed engineering plans and specifications to the City for the applicable segment of the Infrastructure Improvements, which shall have been approved by the City, as further described in Section 3.3, and this submission and approval shall be completed sufficiently in advance of any deadlines for the City's public bidding of the applicable segment of the Infrastructure Improvements.

d. City Bonds Proceedings Requirement. The completion and satisfaction of separate City Council actions and all required legal proceedings relating to the issuance of any City Bonds, including the sale of all or a portion of such bonds on terms and conditions necessary or desirable to the City, in the City's sole discretion, if such City Bonds are necessary to be issued and sold, in the City's sole discretion, prior to construction of the applicable segment of the Infrastructure Improvements.



e. Developer Status Requirement. Developer shall provide to the City copies of letter(s) from at least one financial institution with knowledge of Developer's assets and financing commitments, confirming that, in the financial institution's opinion, Developer has, or should be able to obtain, financial assets and financing commitments sufficient to complete the Developer's proposed development of the Development Property. Such letter(s) shall be provided to the City within a time period reasonably prescribed by the City at the time of notice to the Developer of the City's intent to commence project bidding.; and

f. Developer Compliance Requirement. Developer remains in compliance with all of the terms and provisions of this Agreement.

### Section 3.3. Design of the Infrastructure Improvements.

a. The engineering of the Infrastructure Improvements shall be the Developer's responsibility, at Developer's sole cost. Developer shall submit to the City the plans, specifications, and calculation of the estimated total cost of the proposed improvements, which shall all be prepared by an engineer licensed under Iowa Code chapter 542B. Such engineering must be submitted by the Developer and approved by the City before the City is obligated to begin construction.

b. All segments of the Infrastructure Improvements shall be constructed according to City specifications and standards and are subject to approval by the City. Notwithstanding the foregoing, the Parties acknowledge that a narrower roadway than the City's standard roadway (31 feet in width, 7 inches in depth), or other traffic calming features, may be agreed upon as part of the design for the Segment 2 Improvements.

c. The path of the streets in each segment of the Infrastructure Improvements shall be as provided in the City-approved plats and plans. Where there are planned intersections to any segment of the Infrastructure Improvements, the City will construct its usual street radius, which shall be considered part of the Infrastructure Improvements project and subject to the cost share provisions of Article IV.

Section 3.4. Public Bidding of Infrastructure Improvements. In connection with publicly bidding the projects included in the Infrastructure Improvements, the City shall retain sole discretion to select the lowest responsive, responsible bid. Developer shall have the right to submit written protest and comment concerning the City's proposed award of bid prior to the award. The City shall consider the Developer's written comments regarding the bids prior to taking action on the bids. In the event that the City within its sole discretion determines that all bids should be rejected, then the City shall review the Infrastructure Improvements with the Developer in order to determine and implement agreed upon modifications prior to re-bidding. Such rebidding shall occur as soon as reasonably practicable after modifications, if any, are agreed upon and finalized. If no modifications are agreed upon then the Infrastructure Improvements shall be re-bid without change. The City agrees to provide Developer with reasonable notice of any proposed change orders.

Section 3.5. Order of Construction. The Parties agree that the Segment 3 Improvements shall not be constructed prior to the Segment 2 Improvements; provided, however, that the Segment 3 Improvements and Segment 2 Improvements may be constructed simultaneously.

Section 3.6. Completion of the Infrastructure Improvements. Approved plans and specifications for the Infrastructure Improvements shall be provided by Developer to the City no later than six months after approval of this Agreement by the City Council of the City Subject to Unavoidable Delays, the City shall cause construction of the Infrastructure Improvements to be undertaken and completed by no later than thirty months after plans are provided by the Developer to the City. Time lost as a result of delayed receipt of approved plans and specifications as well as Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of delayed receipt of approved plans and specifications and Unavoidable Delays.

Section 3.7. No Special Rights Upon Completion. Developer recognizes and agrees that the Infrastructure Improvements shall be owned and maintained by the City following completion of their construction. Further, Developer recognizes and agrees that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public following completion of construction of the Infrastructure Improvements with respect to ownership, maintenance, or use of the Infrastructure Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Infrastructure Improvements for any particular purpose following completion of construction.

Section 3.8. Related Public Improvements. The following related improvements shall be completed by the Parties, respectively, in connection with their obligations under this Agreement; but are expressly excluded from the Infrastructure Improvements and, as such, shall not be subject to the cost sharing provisions of Article IV:

a. The City shall install all customary street signs related to the Infrastructure Improvements at the City's cost.

b. The City and Developer will cooperate with Cedar Falls Utilities to provide for installation of gas and electric utilities, telecommunications, telephone, and internet as part of the Development Property's development. The Developer shall be responsible for all costs related to installation of these utilities.

c. As of the Effective Date, no storm water detention facilities are anticipated to be needed for the project described in this Agreement; however, should any storm water detention facilities be needed as part of further development or changes in development plans on the Development Property, then the Developer shall be responsible for all costs related to installation of such facilities.

Section 3.9. Elizabeth Drive Construction. If the Developer wishes to construct the sanitary sewer main that is required between Ashworth Drive and the current western terminus of the sanitary sewer main under Vera Way near Cohen Court at the same time as the City's

construction of Segment 3 Improvements, such construction shall be at Developer's separate cost. The location of this planned sanitary sewer main is generally depicted in Exhibit C. Additionally, if Developer wishes to construct the western most portion of Vera Way and Elizabeth Drive at the same time as the City's construction of Segment 3 Improvements, such construction also shall be at Developer's separate cost. The City shall use best efforts to coordinate the City's construction schedule with Developer's construction schedule so that construction of said sanitary sewer main or the portion of Vera Way and Elizabeth Drive, or both, may be done at the same time as the Segment 3 Improvements. Also, if agreed to by the Parties in writing and provided the Parties have entered into a written escrow agreement regarding the construction costs, the sanitary sewer main or the rest of Vera Way and Elizabeth Drive, or both, may be constructed at the same time as the Segment 3 Improvements and by the same contractor, in which case the Developer shall place an amount equal to the calculated costs of construction of the sanitary sewer main or the rest of Vera Way and Elizabeth Drive, or both as the case may be, into an escrow account at the same time as plans and specifications for the Segment 3 Improvements are submitted to the City Council of the City for approval, prior to public bidding of the Segment 3 Improvements.

Section 3.10. Construction of Additional Streets. If the Developer wishes to construct streets that are not part of the Infrastructure Improvements on the Development Property, such additional streets shall be constructed at the Developer's separate cost. The City shall use reasonable efforts to coordinate with the Developer with respect to construction of the Infrastructure Improvements and construction of additional streets by Developer on the Development Property.

Section 3.11. Other City Contributions to Project. The City will provide project management services, inspection services, and stormwater pollution prevention plans (SWPPPs) made necessary by all Infrastructure Improvements at no cost to the Developer

Section 3.12. Phasing of Development. Nothing contained herein shall be construed to alter or modify the process of review and approval by the City of the phasing of development of the Development Property, which approval shall be subject to the City's ordinances.

#### **ARTICLE IV. COST SHARE FOR INFRASTRUCTURE IMPROVEMENTS**

Section 4.1. Costs of Infrastructure Improvements. The Parties agree to share equally (50% and 50%) the costs of construction of the Infrastructure Improvements. The City agrees to pay the costs for construction of the Infrastructure Improvements initially, and the Developer agrees to reimburse the City for 50% of said costs under the terms and conditions of this Article IV.

Section 4.2. Division of Costs by Segment; Timing of Payment. Upon completion of each segment of the Infrastructure Improvements, the City shall notify the Developer, in writing, of the total cost of constructing the portion of the Infrastructure Improvements in that segment. With respect to each segment's costs, an amount equal to 50% of the total cost of constructing the Infrastructure Improvements in that segment (i.e., the amount of the Developer's

contribution/share of the costs of the Infrastructure Improvements, the (“Developer’s Contribution Amount”) shall be equally divided among the subdivision lots adjoining each segment (the “Segment Adjoining Lots”). As an example for illustration purposes only, if there are 20 Segment Adjoining Lots in a segment, then each Segment Adjoining Lot’s allocation in that segment shall be 1/20<sup>th</sup> of the Developer’s Contribution Amount for that segment. The Parties may mutually agree, in writing, to modify the allocation of the Developer’s Contribution Amount assigned to each of the Segment Adjoining Lots and/or to include additional lots as Segment Adjoining Lots.

The purpose of allocating the Developer’s Contribution Amount among the Segment Adjoining Lots is to determine the amount to be paid by Developer to the City upon the sale of each of the Segment Adjoining Lots. Upon Developer’s sale of a Segment Adjoining Lot, the Developer shall pay to the City an amount equal to the allocation of the Developer’s Contribution Amount assigned to that Segment Adjoining Lot. The Developer shall pay, by check, cash, or wire transfer, the allocated amount to the City no later than three (3) business days after closing on the sale of the Segment Adjoining Lot. If Developer fails to provide such payment to the City within ten (10) days after closing on the sale of the Segment Adjoining Lot, then City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect such amount from Developer, including but not limited to pursuing foreclosure of the City Mortgage described in Section 4.3.

#### Section 4.3. Security for Developer’s Contribution.

a. As security for the Developer’s payment of the Developer’s Contribution Amount, the Developer hereby agrees to execute the mortgage attached hereto as Exhibit D to provide the City with a mortgage on the Development Property (the “City Mortgage”), that is junior only to the mortgage given in favor of BankIowa dated December 28, 2021, and filed on December 28, 2021 as Document No. 2022-13386 in the office of the Black Hawk County, Iowa, Recorder (the “BankIowa Mortgage”) as further specified in the Intercreditor Agreement attached hereto as Exhibit E. Contemporaneous with the execution of this Agreement, the Developer shall execute and provide to the City the City Mortgage. The City shall pay the costs of recording the City Mortgage.

b. Following the recording of the City Mortgage, the City will obtain a title report regarding the Development Property. If the title report shows any mortgages or liens on the Development Property with higher priority than the City Mortgage, excepting the BankIowa Mortgage, then the Developer shall take all necessary actions to establish the required priority position for the City Mortgage, including, but not limited to, securing and recording releases of prior mortgages and liens and/or securing and recording subordination agreements from the holders of prior mortgages and liens that consent to the City Mortgage having higher priority on the Development Property.

c. The parties understand and acknowledge that at the time of entering into this Agreement, Segment Adjoining Lots cannot be finally determined or legally described because the Development Property has not been final platted. In order to provide security to the City for payment of Developer’s Contribution Amount, all of the Development Property is subject to the City Mortgage at the time of entering into this Agreement. However, to carry out the intent of the

parties that only Segment Adjoining Lots shall be subject to allocation of the Developer's Contribution Amount and thus, only Segment Adjoining Lots shall be subject to the City Mortgage, the parties agree that the Development Property subject to this Agreement shall be modified to include only Segment Adjoining Lots. Such modification shall occur upon final approval by the City and filing with the Black Hawk County Recorder of the final plat of any portion of the Development Property that includes any Segment Adjoining Lot.

d. The City agrees to provide Developer with a recordable partial release of the City Mortgage with respect to each Segment Adjoining Lot upon the City's receipt of Developer's payment of the allocation of the Developer's Contribution Amount assigned to that Segment Adjoining Lot (such payment being further described in Section 4.2).

e. In the event Developer chooses to refinance the Development Property with a new lender, City agrees to cooperate with Developer and said new lender, including subordinating the City Mortgage to the mortgage of said new lender, but conditioned upon said new lender agreeing to the terms and conditions of the Intercreditor Agreement attached as Exhibit E.

Section 4.4. Interest on Developer's Contribution. The Developer agrees to annually pay interest, on or before January 15<sup>th</sup> of each applicable year, on the outstanding, unpaid balance of the Developer's Contribution Amount for each segment of the project as follows:

a. Beginning on the fifth January 15th after the completion of the Segment 1 Improvements (to be measured from the date of the City's acceptance of the Segment 1 Improvements), interest will begin to accrue and the Developer agrees to provide an annual interest payment to the City, paying interest at the rate of 5.5% per annum on the outstanding, unpaid balance of the Developer's Contribution Amount related to the costs of the Segment 1 Improvements.

b. Beginning on the fifth January 15th after the completion of the Segment 3 Improvements (to be measured from the date of the City's acceptance of the Segment 3 Improvements), interest will begin to accrue and the Developer agrees to provide an annual interest payment to the City, paying interest at the rate of 5.5% per annum on the outstanding, unpaid balance of the Developer's Contribution Amount related to the costs of the Segment 3 Improvements.

c. Beginning on the tenth January 15th after the completion of the Segment 2 Improvements (to be measured from the date of the City's acceptance of the Segment 2 Improvements), interest will begin to accrue and the Developer agrees to provide an annual interest payment to the City, paying interest at the rate of 5.5% per annum on the outstanding, unpaid balance of the Developer's Contribution Amount related to the costs of the Segment 2 Improvements.

d. Beginning on the fifteenth January 15th after the completion of Segments 1, 2 and 3 Improvements, the interest rate on outstanding unpaid balances shall increase 1% per year every year until all outstanding unpaid balances are paid in full.



Section 4.5. Right to Prepay. Developer shall have the right to prepay Developer's Contribution Amount at any time without any penalty.

Section 4.6 Funding of Project. Payment of the cost of the Infrastructure Improvements will be made from funding sources as determined in the sole discretion of the City. Nothing in this Agreement shall be construed to require the City to pay the cost of Infrastructure Improvements from bonds or other particular source of funds.

## ARTICLE V. INDEMNIFICATION

### Section 5.1. Release and Indemnification Covenants.

a. Developer releases the City and the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person and any property damage occurring at or about the Development Property, except as may be caused by any willful or wanton misconduct or any unlawful act of the Indemnified Parties.

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

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

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

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

## ARTICLE VI. FURTHER COMMITMENTS OF DEVELOPER

Section 6.1. Real Property Taxes. Through the Termination Date of this Agreement, Developer and its successors and assigns shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property then-owned by Developer. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes on the Development Property.

Section 6.2. Intentionally omitted.

Section 6.3. Compliance with Laws. Developer shall comply with all State, federal, and local laws, rules and regulations relating to the Development Property and the project described herein.

Section 6.4. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.5. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets; and further, Developer will not assign its interests in this Agreement or transfer, convey, or assign its interest in the Development Property to any other party (except with respect to sale of individual lots) unless: (i) the transferee/assignee partnership, corporation, limited liability company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

## ARTICLE VII. EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, including but not limited to timely payment of the Developer's Contribution Amount;

b. Transfer of Developer's interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

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

d. Failure by Developer to timely pay ad valorem taxes for the portions of the Development Property then-owned by Developer;

e. The holder of any mortgage or lien on any portion of the Development Property that remains subject to the City Mortgage commences foreclosure proceedings as a result of any default under the applicable mortgage documents;

f. Developer:

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

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

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

or

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

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

Section 7.2. City Remedies on Default. Whenever any Event of Default by Developer referred to in Section 7.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement, including construction of the Infrastructure Improvements, until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may foreclose the City Mortgage; or

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

Section 7.3. Developer Remedies on Default. Whenever any Event of Default by City referred to in Section 7.1 of this Agreement occurs and is continuing, the Developer may take any one or more of the following actions after giving thirty (30) days' written notice to City of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the Developer within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and City does not provide assurances reasonably satisfactory to the Developer that the Event of Default will be cured as soon as reasonably possible:

a. The Developer may suspend its performance under this Agreement, until it receives assurances from City, deemed adequate by the Developer, that City will cure the default and continue its performance under this Agreement;

b. The Developer may terminate this Agreement;

c. The Developer may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement.

Section 7.4. No Remedy Exclusive. No remedy herein conferred upon or reserved herein is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## ARTICLE VIII. MISCELLANEOUS

Section 8.1. Notices and Demands. Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, or by United States certified mail, postage prepaid, and addressed to:

If to City, to:                      Attn: Chase Schrage, City Hall, 220 Clay St., Cedar Falls,  
IA 50613

If to Developer, to:    604 Clay St., Cedar Falls, IA 50613

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) 1 business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, or (iii) 3 business days following the date of deposit if mailed by United States certified mail, postage prepaid. Notice sent by certified mail that is refused shall still be deemed valid. All parties shall give the other prompt notice of any change in address, and until such notice any party may rely on the most recent addresses furnished. Neither party shall designate more than two addresses to receive notices.

Section 8.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 8.5. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 8.6. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 8.7. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the December 31<sup>st</sup> immediately following full repayment of Developer's Contribution Amount for each segment of the Infrastructure Improvements, including all interest thereon (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.



Section 8.8. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 8.9. Recitals and Exhibits. All recitals above and Exhibits attached are hereby incorporated into this Agreement by this reference.

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

*[Remainder of page intentionally left blank; signature pages follow]*

(SEAL)

CITY OF CEDAR FALLS, IOWA

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

ATTEST:

By: \_\_\_\_\_  
City ClerkSTATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Agreement for Private Development – City of Cedar Falls]*

PANTHER FARMS, LLC,  
An Iowa limited liability company

By: 

Name: Brent Dahlstrom

Its: Manager

ATTEST:

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

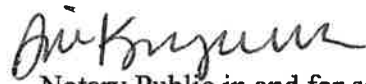
Name: \_\_\_\_\_

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

STATE OF Iowa )  
 ) SS  
COUNTY OF Black Hawk )

On this 12th day of April, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Brent Dahlstrom, to me personally known, who, being by me duly sworn, did say that he is the Manager of Panther Farms, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officers as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.



  
Notary Public in and for said State

*[Signature page to Agreement for Private Development – Panther Farms, LLC]*



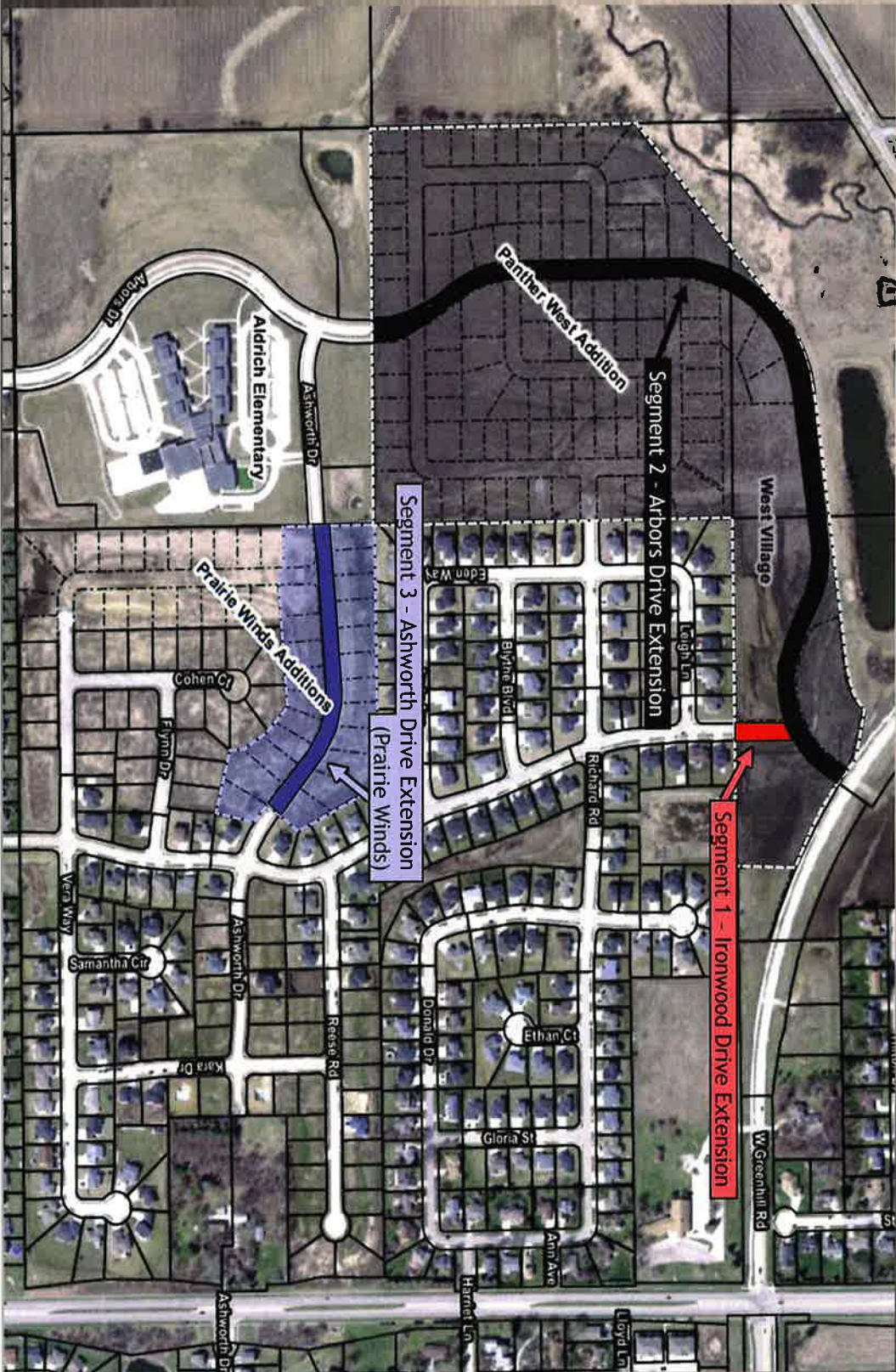
Panther Farms LLC

Exhibit A



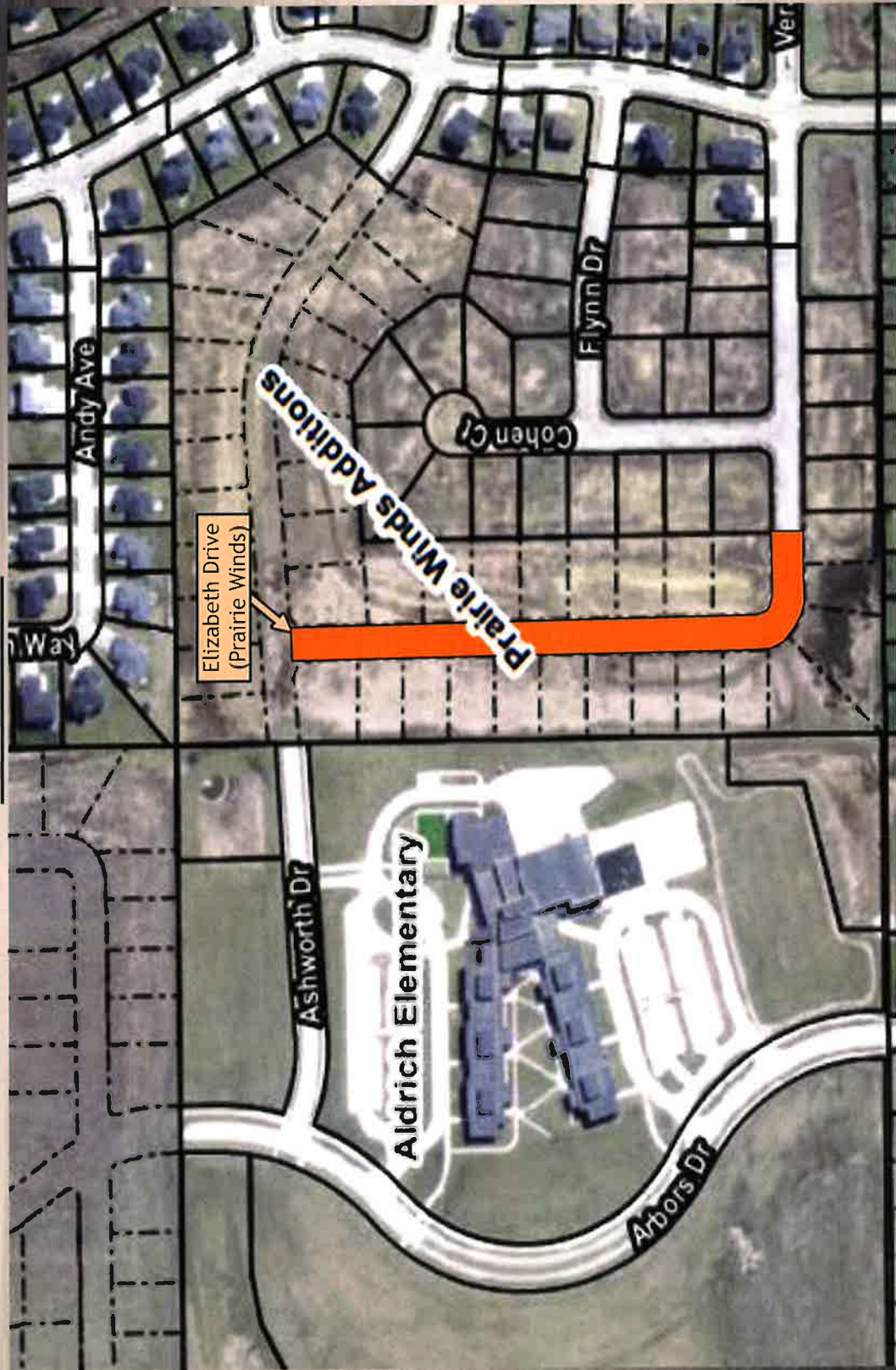


## Exhibit B





## Exhibit C





## Exhibit D

### REAL ESTATE MORTGAGE

THIS MORTGAGE is made between Panther Farms, LLC ("Mortgagor") and the City of Cedar Falls, Iowa ("Mortgagee" or "City").

**1. Grant of Mortgage and Security Interest.** Mortgagor hereby sells, conveys and mortgages unto Mortgagee, and grants a security interest to Mortgagee in, the following described property:

**a. Land and Buildings.** All of Mortgagor's right, title and interest in and to the following described real estate situated in Black Hawk County, Iowa (the "Land");

All that part of the South one-half of the Southwest Quarter of Section 23, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 and Doc. #2013-12296 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

All that part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

Northeast Quarter of the Northeast Quarter of Section 27, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except that part lying within 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

A parcel of land situated in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 26; Thence along the North line of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 26, N 89°58'41" E, a distance of 874.29 feet, to the Westerly corner of Lot 4, Prairie Winds 3rd Addition;

Thence along the Westerly lines of said Prairie Winds 3rd Addition the following Six (6) courses:

1. S 27°58'01" E, a distance of 335.56 feet;
2. S 40°23'29" W, a distance of 89.44 feet;

3. S 39°25'56" W, a distance of 60.00 feet;
4. S 50°34'04" E, a distance of 22.05 feet to a point of curvature;
5. 54.71 feet along the arc of a curve to the left, having a radius of 560.00 feet, a central angle of 05°35'52", and whose chord bears S 53°22'00" E, a distance of 54.69 feet;
6. S 13°05'40" W, a distance of 146.60 feet to the Southwest corner of Lot 9 of said Prairie Winds 3rd Addition and also being the Northeast corner of Lot 1 Prairie Winds 5th Addition;

Thence along the Northerly lines of said Prairie Winds 5th Addition the following Five (5) courses:

1. N 75°37'18" W, a distance of 216.76 feet;
2. N 02°40'30" W, a distance of 50.58 feet;
3. N 32°07'43" W, a distance of 108.22 feet;
4. N 50°42'18" W, a distance of 109.67 feet;
5. S 86°08'20" W, a distance of 268.28 feet to the Northwest corner of Lot 8 of said Prairie Winds 5th Addition;

Thence continuing S 86°08'20" W, a distance of 340.72 feet to a point of the West line of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 26;

Thence along said West line N 00°08'27" W, a distance of 375.48 feet to the Point of Beginning.

All Bearings & Distances are based on the Final Plats of Prairie Winds 3rd and 5th Additions.

All as generally depicted in Exhibit "A" attached.

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land; subject only to an existing mortgage in favor of BankIowa dated December 28, 2021, and filed December 28, 2021, as Document No. 2022-13386 in the real estate records for Black Hawk County, Iowa.

**b. Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings. whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property").

**c. Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

**2. Obligations.** This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):

a. Mortgagor's payment of the "Developer's Contribution Amount" and interest thereon owed to Mortgagee, as defined in and subject to the terms and conditions of that certain Infrastructure Development Agreement executed by Mortgagor and Mortgagee, dated \_\_\_\_\_, 20\_\_\_\_, as may be amended in the future (the "Infrastructure Development Agreement"), a copy of which Infrastructure Development Agreement is attached as Exhibit "B"; and

b. All other obligations of Mortgagor to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

**3. Representations and Warranties of Mortgagor.** Mortgagor represents, warrants and covenants to Mortgagee that (i) Mortgagor holds clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagor has the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagor will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land; (vi) Mortgagor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**4. Payment and Performance of the Obligations.** Mortgagor will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagor under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

**5. Taxes.** Mortgagor shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.

**6. Liens.** Mortgagor shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

**7. Compliance with Laws.** Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

**8. Permitted Contests.** Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as Mortgagor shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

**9. Care of Property.** Mortgagor shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagor shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.

**10. Insurance.**

**a. Risks to be Insured.** Mortgagor, at its sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagor's option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagor will at its sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide

Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagor will maintain such other insurance as Mortgagee may reasonably require.

**b. Policy Provisions.** All insurance policies and renewals thereof maintained by Mortgagor pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.

**c. Delivery of Policy or Certificate.** If requested by Mortgagee, Mortgagor will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagor shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.

**d. Assignment of Policy.** If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

**e. Notice of Damage or Destruction; Adjusting Loss.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagor will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagor in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagor do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagor.

**f. Application of Insurance Proceeds.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the



Obligations or change the amount of such installments.

**g. Reimbursement of Mortgagee's Expenses.** Mortgagor shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys fees, and all such expenses shall be additional amounts secured by this Mortgage.

**11. Inspection.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagor shall in no way rely or claim reliance thereon.

**12. Protection of Mortgagee's Security.** Subject to the rights of Mortgagor under paragraph 8 hereof, if Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 8% per annum, shall become an Obligation of Mortgagor secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagor unless Mortgagor and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagor for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

**13. Condemnation.** Mortgagor shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagor, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

**14. Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this

purpose the name and address of the debtor is the name and address of Mortgagor as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

**15. Events of Default.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

a. Mortgagor shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.

b. Mortgagor shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagor under the United States Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

**16. Acceleration; Foreclosure.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagor at least ten (10) days prior to the date of intended disposition.

c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of

an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

**17. Redemption.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months or reduced to three (3) months if the property is not used for an agricultural purpose as defined in section 535.13. provided in all cases under this section the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first two (2) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to three (3) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or its successors in interest in such action. If the redemption period is so reduced, Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

**18. Attorneys' Fees.** Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

**19. Forbearance not a Waiver, Rights and Remedies Cumulative.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or

successively in any order whatsoever, and as often as the occasion therefor arises.

**20. Notices.** Any notice under this Mortgage shall be in writing and shall be delivered in person, by overnight air courier service, or by United States certified mail, postage prepaid, and addressed to:

If to City, to:                   Attn: Chase Schrage, City Hall, 220 Clay St., Cedar Falls,  
IA 50613

If to Developer, to:   604 Clay St., Cedar Falls, IA 50613

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) 1 business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, or (iii) 3 business days following the date of deposit if mailed by United States certified mail, postage prepaid. Notice sent by certified mail that is refused shall still be deemed valid. All parties shall give the other prompt notice of any change in address, and until such notice any party may rely on the most recent addresses furnished. Neither party shall designate more than two addresses to receive notices.

**21. Severability.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

**22. Further Assurances.** At any time and from time to time until payment in full of the Obligations, Mortgagor will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagor secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagor to Mortgagee.

**23. Successors and Assigns bound; Number; Gender; Agents; Captions.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**24. Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

**25. Release of Rights of Dower, Homestead and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

**26. Acknowledgment of Receipt of Copies of Debt Instrument.** Mortgagor hereby acknowledges the receipt of a copy of this Mortgage together with a copy of the documents creating the Obligations secured hereby, including, but not limited to, the Infrastructure Development Agreement.

**27. Amendment.** This Mortgage may be modified only in writing, signed by authorized representatives of the parties, after approval of the City Council of the City. Notwithstanding the foregoing, however, the parties agree that the Land, Buildings and Personal Property subject to this Mortgage shall be modified to include only Land, Buildings and Personal Property that are part of Segment Adjoining Lots as that term is defined in the Infrastructure Development Agreement attached as Exhibit B. Such modification shall occur upon final approval by the City and filing with the Black Hawk County Recorder of the final plat of property owned by the Mortgagor that includes any Segment Adjoining Lot.

*[Signatures on Following Page; Remainder of this Page Intentionally Blank]*



Dated: \_\_\_\_\_, 20\_\_\_\_.

PANTHER FARMS, LLC, Mortgagor

By: \_\_\_\_\_  
Brent Dahlstrom, its \_\_\_\_\_

**I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.**

Dated: \_\_\_\_\_, 20\_\_\_\_.

PANTHER FARMS, LLC, Mortgagor

By: \_\_\_\_\_  
Brent Dahlstrom, its \_\_\_\_\_

STATE OF IOWA, COUNTY OF BLACK HAWK:

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Brent Dahlstrom, as \_\_\_\_\_ of Panther Farms, LLC.

\_\_\_\_\_  
Signature of Notary Public

## Exhibit E

### INTERCREDITOR AGREEMENT

This Intercreditor Agreement ("Agreement") is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between BankIowa., its successors, transferees, and assigns ("BankIowa"), and the City of Cedar Falls, Iowa, a municipal corporation (the "City").

#### RECITALS

- A. Panther Farms, LLC, an Iowa limited liability company ("Panther Farms"), is the owner of certain real estate legally described as:

All that part of the South one-half of the Southwest Quarter of Section 23, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 and Doc. #2013-12296 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

All that part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

Northeast Quarter of the Northeast Quarter of Section 27, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except that part lying within 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

A parcel of land situated in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 26, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 26; Thence along the North line of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 26, N 89°58'41" E, a distance of 874.29 feet, to the Westerly corner of Lot 4, Prairie Winds 3rd Addition; Thence along the Westerly lines of said Prairie Winds 3rd Addition the following Six (6) courses:

1. S 27°58'01" E, a distance of 335.56 feet;

2. S 40°23'29" W, a distance of 89.44 feet;
3. S 39°25'56" W, a distance of 60.00 feet;
4. S 50°34'04" E, a distance of 22.05 feet to a point of curvature;
5. 54.71 feet along the arc of a curve to the left, having a radius of 560.00 feet, a central angle of 05°35'52", and whose chord bears S 53°22'00" E, a distance of 54.69 feet;
6. S 13°05'40" W, a distance of 146.60 feet to the Southwest corner of Lot 9 of said Prairie Winds 3rd Addition and also being the Northeast corner of Lot 1 Prairie Winds 5th Addition;

Thence along the Northerly lines of said Prairie Winds 5th Addition the following Five (5) courses:

1. N 75°37'18" W, a distance of 216.76 feet;
2. N 02°40'30" W, a distance of 50.58 feet;
3. N 32°07'43" W, a distance of 108.22 feet;
4. N 50°42'18" W, a distance of 109.67 feet;
5. S 86°08'20" W, a distance of 268.28 feet to the Northwest corner of Lot 8 of said Prairie Winds 5th Addition;

Thence continuing S 86°08'20" W, a distance of 340.72 feet to a point of the West line of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 26;

Thence along said West line N 00°08'27" W, a distance of 375.48 feet to the Point of Beginning.

All Bearings & Distances are based on the Final Plats of Prairie Winds 3rd and 5th Additions.

(the "Development Property").

Said Development Property is generally depicted in Exhibit A attached hereto.

- B. BankIowa is the lender of a mortgage from Panther Farms, LLC, dated December 28, 2021, and filed December 28, 2021, as Document No. 2022-13386 in the real estate records for Black Hawk County, Iowa against the Development Property ("BankIowa Mortgage"). A copy of BankIowa Mortgage is attached hereto as Exhibit B.
- C. The City is the lender of a mortgage from Panther Farms dated \_\_\_\_\_, 2023, which will be filed in the real estate records of Black Hawk County, Iowa against the Development Property ("City Mortgage"). A copy of City Mortgage is attached hereto as Exhibit C.
- D. The City and Panther Farms are party to an Infrastructure Development Agreement, dated \_\_\_\_\_, 2023 (the "Infrastructure Agreement"), which provides that the City will construct certain streets and related public infrastructure on the Development Property (the "Infrastructure Improvements"), and that Panther Farms shall reimburse the City for fifty percent (50%) of the costs of the Infrastructure Improvements under the terms and

conditions set forth therein. A copy of the Infrastructure Agreement is attached hereto as Exhibit D.

- E. The Infrastructure Improvements are divided into segments (i.e., “Segment 1 Improvements, Segment 2 Improvements, etc.”), which are surrounded by Segment Adjoining Lots. With respect to each segment’s costs, an amount equal to fifty percent (50%) of the total cost of constructing the Infrastructure Improvements in that segment shall be paid by Panther Farms, plus any applicable interest owed pursuant to the Infrastructure Agreement (the “Developer’s Contribution Amount”). The Developer’s Contribution Amount for each segment shall be allocated equally among the Segment Adjoining Lots.
- F. BankIowa and the City wish to clarify their respective priorities to the Development Property.

THEREFORE, in consideration of the mutual promises stated herein, and other good and valuable consideration, the parties agree as follows:

1. BankIowa Position. Subject to the subordination terms set forth below, BankIowa and the City hereby acknowledge and agree that BankIowa Mortgage is in first security position as to the Development Property.
2. City Position. Notwithstanding the foregoing, the parties agree that the City shall be in first security position as to the Segment Adjoining Lot Shares. Upon the sale of each Segment Adjoining Lot, the City shall be paid the Segment Adjoining Lot Share. A “Segment Adjoining Lot Share” shall mean the portion of the Developer Contribution Amount allocated to each Lot for that segment, which shall be an equal amount for each Segment Adjoining Lot in that segment. The Segment Adjoining Lot Share shall be calculated based on the ratio that each Segment Adjoining Lot bears to the total number of Segment Adjoining Lots in that segment. (See Section 4.2 of Exhibit D, attached). The remainder of the proceeds from the sale of the Segment Adjoining Lot shall be paid to BankIowa so long as it maintains a lien on the Development Property; and, thereafter, shall be paid to Panther Farms.
3. Modifications. The parties may mutually agree to modify the portion of the Developer’s Contribution Amount allocated to each Segment Adjoining Lot and/or to include additional lots as Segment Adjoining Lots. The parties agree to work together in good faith in determining these modifications. In addition, the parties agree that the Development Property subject to this Intercreditor Agreement shall be modified to include only Segment Adjoining Lots as that term is defined in the Infrastructure Development Agreement attached as Exhibit D. Such modification shall occur upon final approval by the City and filing with the Black Hawk County Recorder of the final plat of any portion of the Development Property that includes any Segment Adjoining Lot.

4. Third Parties. This Agreement is intended to regulate the priorities among only Banklowa and the City in the Development Property. Nothing herein shall be deemed to affect in any way any agreement which either creditor may have with any third party (including, but not limited to, Panther Farms).

5. **Release or Subordination.** Notwithstanding this Agreement, if either BankIowa or the City releases or otherwise subordinates its interest to the other with respect to any specific property or interests, the terms of such release or subordination shall supersede the terms of this Agreement as to such property or interests.

## 6. General Terms and Conditions.

A. **Definitions.** All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Infrastructure Agreement.

B. **Severability.** If any provision of this Agreement shall be for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

C. Incorporation by Reference. Except as modified herein, all of the provisions of Article VIII of the Infrastructure Agreement are incorporated herein by reference.

D. Successors and Assigns; Runs with the Land. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns, and shall run with the Development Property.

The parties hereto have entered into this Agreement as of the date first above written.

Banklowa

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

Its:

State of Iowa )  
County of Black Hawk )ss

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
as \_\_\_\_\_ of Bank Iowa.

Notary Public, State of Iowa



City of Cedar Falls, Iowa

**By:**

**Its:**

State of Iowa                                 )  
County of Black Hawk                     )ss

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_ as \_\_\_\_\_ of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public, State of Iowa

Acknowledged and consented to this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

## Panther Farms, LLC

By **Brent Dahlstrom**

**Its:**

State of Iowa )  
County of Black Hawk )ss

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Brent Dahlstrom as \_\_\_\_\_ of Panther Farms, LLC.

Notary Public, State of Iowa

## INTERCREDITOR AGREEMENT

This Intercreditor Agreement ("Agreement") is made and entered as of the 23<sup>rd</sup> day of May, 2023, by and between BankIowa., its successors, transferees, and assigns ("BankIowa"), and the City of Cedar Falls, Iowa, a municipal corporation (the "City").

## RECITALS

- A. Panther Farms, LLC, an Iowa limited liability company ("Panther Farms"), is the owner of certain real estate legally described as:

All that part of the South one-half of the Southwest Quarter of Section 23, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 and Doc. #2013-12296 as shown and depicted on Plat of Survey Doc. #2013-13902.

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And

A parcel of land situated in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

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Thence along the Westerly lines of said Prairie Winds 3rd Addition the following Six (6) courses:

1. S 27°58'01" E, a distance of 335.56 feet;

2. S 40°23'29" W, a distance of 89.44 feet;  
 3. S 39°25'56" W, a distance of 60.00 feet;  
 4. S 50°34'04" E, a distance of 22.05 feet to a point of curvature;  
 5. 54.71 feet along the arc of a curve to the left, having a radius of 560.00 feet, a central angle of 05°35'52", and whose chord bears S 53°22'00" E, a distance of 54.69 feet;  
 6. S 13°05'40" W, a distance of 146.60 feet to the Southwest corner of Lot 9 of said Prairie Winds 3rd Addition and also being the Northeast corner of Lot 1 Prairie Winds 5th Addition;  
 Thence along the Northerly lines of said Prairie Winds 5th Addition the following Five (5) courses:  
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 2. N 02°40'30" W, a distance of 50.58 feet;  
 3. N 32°07'43" W, a distance of 108.22 feet;  
 4. N 50°42'18" W, a distance of 109.67 feet;  
 5. S 86°08'20" W, a distance of 268.28 feet to the Northwest corner of Lot 8 of said Prairie Winds 5th Addition;  
 Thence continuing S 86°08'20" W, a distance of 340.72 feet to a point of the West line of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 26;  
 Thence along said West line N 00°08'27" W, a distance of 375.48 feet to the Point of Beginning.  
 All Bearings & Distances are based on the Final Plats of Prairie Winds 3rd and 5th Additions.  
 (the "Development Property").

Said Development Property is generally depicted in Exhibit A attached hereto.

- B. BankIowa is the lender of a mortgage from Panther Farms, LLC, dated December 28, 2021, and filed December 28, 2021, as Document No. 2022-13386 in the real estate records for Black Hawk County, Iowa against the Development Property ("BankIowa Mortgage"). A copy of BankIowa Mortgage is attached hereto as Exhibit B.
- C. The City is the lender of a mortgage from Panther Farms dated \_\_\_\_\_, 2023, which will be filed in the real estate records of Black Hawk County, Iowa against the Development Property ("City Mortgage"). A copy of City Mortgage is attached hereto as Exhibit C.
- D. The City and Panther Farms are party to an Infrastructure Development Agreement, dated \_\_\_\_\_, 2023 (the "Infrastructure Agreement"), which provides that the City will construct certain streets and related public infrastructure on the Development Property (the "Infrastructure Improvements"), and that Panther Farms shall reimburse the City for fifty percent (50%) of the costs of the Infrastructure Improvements under the terms and

conditions set forth therein. A copy of the Infrastructure Agreement is attached hereto as Exhibit D.

- E. The Infrastructure Improvements are divided into segments (i.e., "Segment 1 Improvements, Segment 2 Improvements, etc."), which are surrounded by Segment Adjoining Lots. With respect to each segment's costs, an amount equal to fifty percent (50%) of the total cost of constructing the Infrastructure Improvements in that segment shall be paid by Panther Farms, plus any applicable interest owed pursuant to the Infrastructure Agreement (the "Developer's Contribution Amount"). The Developer's Contribution Amount for each segment shall be allocated equally among the Segment Adjoining Lots.
- F. BankIowa and the City wish to clarify their respective priorities to the Development Property.

THEREFORE, in consideration of the mutual promises stated herein, and other good and valuable consideration, the parties agree as follows:

1. BankIowa Position. Subject to the subordination terms set forth below, BankIowa and the City hereby acknowledge and agree that BankIowa Mortgage is in first security position as to the Development Property.
2. City Position. Notwithstanding the foregoing, the parties agree that the City shall be in first security position as to the Segment Adjoining Lot Shares. Upon the sale of each Segment Adjoining Lot, the City shall be paid the Segment Adjoining Lot Share. A "Segment Adjoining Lot Share" shall mean the portion of the Developer Contribution Amount allocated to each Lot for that segment, which shall be an equal amount for each Segment Adjoining Lot in that segment. The Segment Adjoining Lot Share shall be calculated based on the ratio that each Segment Adjoining Lot bears to the total number of Segment Adjoining Lots in that segment. (See Section 4.2 of Exhibit D, attached). The remainder of the proceeds from the sale of the Segment Adjoining Lot shall be paid to BankIowa so long as it maintains a lien on the Development Property; and, thereafter, shall be paid to Panther Farms.
3. Modifications. The parties may mutually agree to modify the portion of the Developer's Contribution Amount allocated to each Segment Adjoining Lot and/or to include additional lots as Segment Adjoining Lots. The parties agree to work together in good faith in determining these modifications. In addition, the parties agree that the Development Property subject to this Intercreditor Agreement shall be modified to include only Segment Adjoining Lots as that term is defined in the Infrastructure Development Agreement attached as Exhibit D. Such modification shall occur upon final approval by the City and filing with the Black Hawk County Recorder of the final plat of any portion of the Development Property that includes any Segment Adjoining Lot.

4. **Third Parties.** This Agreement is intended to regulate the priorities among only BankIowa and the City in the Development Property. Nothing herein shall be deemed to affect in any way any agreement which either creditor may have with any third party (including, but not limited to, Panther Farms).

5. **Release or Subordination.** Notwithstanding this Agreement, if either BankIowa or the City releases or otherwise subordinates its interest to the other with respect to any specific property or interests, the terms of such release or subordination shall supersede the terms of this Agreement as to such property or interests.

## 6. General Terms and Conditions.

A. **Definitions.** All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Infrastructure Agreement.

**B. Severability.** If any provision of this Agreement shall be for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

C. Incorporation by Reference. Except as modified herein, all of the provisions of Article VIII of the Infrastructure Agreement are incorporated herein by reference.

D. Successors and Assigns; Runs with the Land. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns, and shall run with the Development Property.

The parties hereto have entered into this Agreement as of the date first above written.

BankIowa

By: Jason Kuehner  
Its: VP Business Banking

State of Iowa )  
County of Black Hawk )ss

This record was acknowledged before me on this 23<sup>rd</sup> day of May, 2023, by Renee A. Carey as Commercial Loan Asst. of Bank Iowa.

Notary Public, State of Iowa



City of Cedar Falls, Iowa

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

State of Iowa )  
County of Black Hawk )ss

This record was acknowledged before me on this 10 day of October, 2023,  
by                      as                      of the City of Cedar Falls, Iowa.

Notary Public, State of Iowa

Acknowledged and consented to this 24 day of may, 2023.

**Panther Farms, LLC**

By Brent Dahlstrom  
Its: manager

State of Iowa )  
County of Black Hawk )ss

This record was acknowledged before me on this 24 day of May, 2023,  
by Brent Dahlstrom as manager of Panther Farms, LLC.

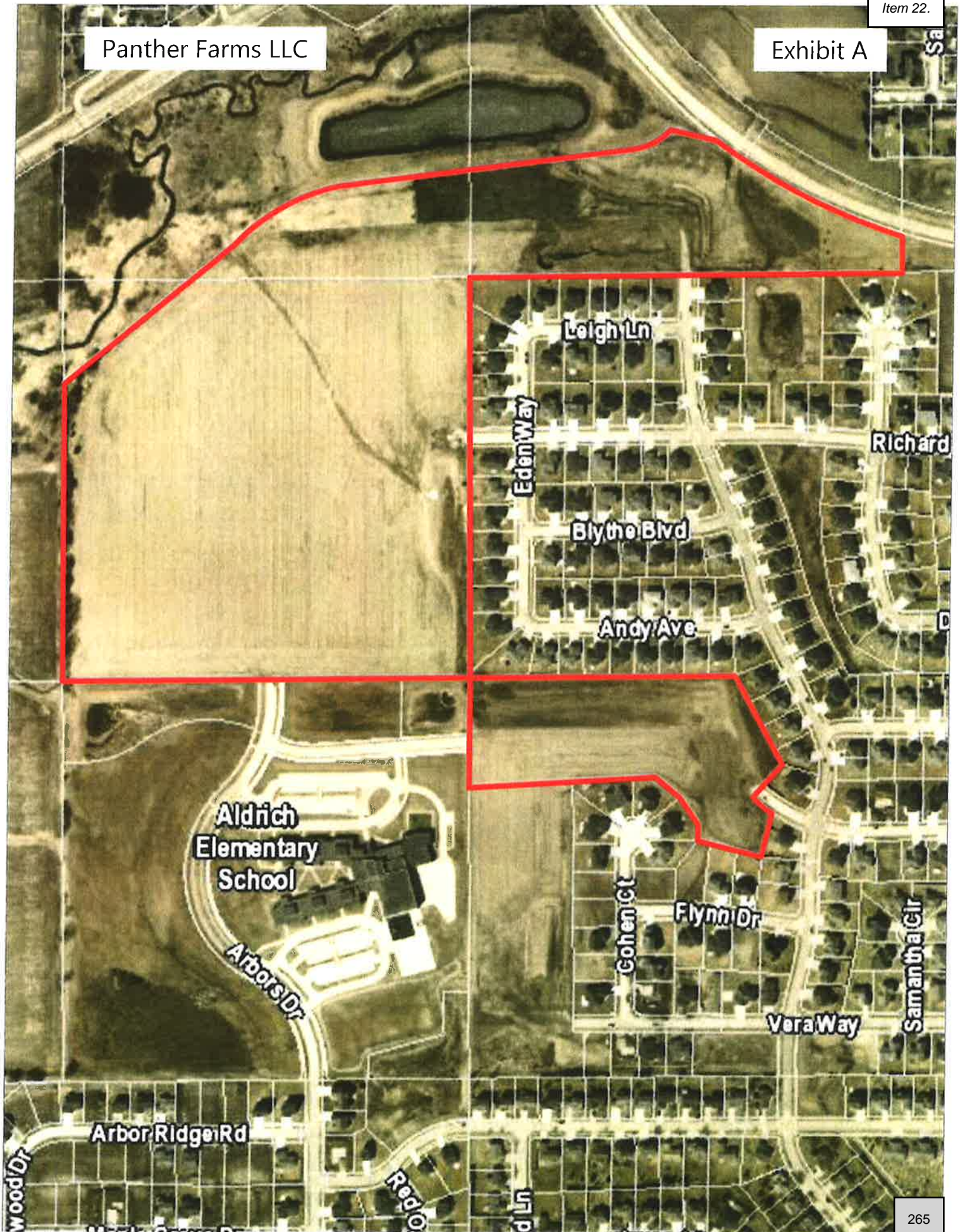


  
Notary Public, State of Iowa



Panther Farms LLC

Exhibit A





Number: 202200013386  
 Recorded: 12/28/2021 at 3:38:01.0  
 County Recording Fee: \$42.00  
 Iowa E-Filing Fee: \$3.00  
 Combined Fee: \$45.00  
 Revenue Tax:  
 Sandie L. Smith, RECORDER  
 Black Hawk County, Iowa

Item 22.

## Exhibit B

(Space Above This Line For Recording Data)

THIS INSTRUMENT PREPARED BY: BankIowa, whose address is 230 1st St East, Independence, Iowa 50644-0000, and whose telephone number is (319)334-7181

WHEN RECORDED RETURN TO: BankIowa, whose address is 230 1st St East, Independence, Iowa 50644-0000

### COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on December 28, 2021 between the mortgagor(s) PANTHER FARMS, LLC, an Iowa Limited Liability Company, whose address is 604 CLAY ST, CEDAR FALLS, Iowa 50613 ("Mortgagor"), and BankIowa whose address is 230 1st St East, Independence, Iowa 50644 ("Lender"), which is organized and existing under the laws of the State of Iowa. Mortgagor owes Lender the principal sum of One Million Six Hundred One Thousand Three Hundred Thirty-nine and 90/100 Dollars (U.S. \$1,601,339.90), which is evidenced by the promissory note dated December 28, 2021. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of One Million Six Hundred One Thousand Three Hundred Thirty-nine and 90/100 Dollars (U.S. \$1,601,339.90) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Black Hawk, State of Iowa:

Legal Description: ALL THAT PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., BLACK HAWK COUNTY, IOWA, LYING WESTERLY OF THE WESTERLY LINE OF PRAIRIE WINDS 3rd ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND LYING WESTERLY OF THE WESTERLY LINE OF PRAIRIE WINDS 5th ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

AND

ALL THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AND DOC. #2013-12296 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902 AND LYING WESTERLY OF THE MOST EASTERLY LINE OF SAID PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART LYING WITHIN 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE, S 0 degrees 00' 14" W 31.00' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S 89 degrees 53' 10" W 375.31'; THENCE N 0 degrees 11' 02" W 339.85'; THENCE, N 83 degrees 35' 00" E 914.13'; THENCE, NORTHEASTERLY 144.76' ALONG THE ARC OF A 200.00' RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING OF N 62 degrees 57' 13" E AND A DISTANCE OF 141.62'; THENCE, S 76 degrees 02' 11" E 163.33'; THENCE, SOUTHEASTERLY 102.93' ALONG THE ARC OF A 1971.33' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S 53 degrees 32' 07" E AND A DISTANCE OF 102.92' TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GREENHILL ROAD; THENCE, S 58 degrees 03' 44" E 54.55' ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE, SOUTHEASTERLY 252.10' ALONG THE ARC OF A 1959.86' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S 60 degrees 26' 52" E AND A DISTANCE OF 251.93' ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE, S 0 degrees 08' 01" W 218.60' TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE, S 89 degrees 53' 14" W 1163.61' ALONG SAID SOUTH LINE, TO THE POINT OF BEGINNING, CONTAINING 13.18 ACRES.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from PANTHER FARMS, LLC to BankIowa, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on December 28, 2051.

**FUTURE ADVANCES. NOTICE:** This Security Instrument secures credit in the amount of \$1,601,339.90. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

This Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument, regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

**ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby absolutely, presently, unconditionally, and irrevocably grants, transfers, assigns, and sets over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof (collectively the "Leases"), and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). Mortgagor intends that this assignment of the Leases and Rents (the "Assignment") constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this provision, Lender grants to Mortgagor a revocable license to operate and manage the Property and to collect the Rents, but not more than one month in advance of the due date for any such Rents. Upon an Event of Default (as defined in this Security Instrument), the license granted to Mortgagor herein shall automatically be revoked and Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Property. Mortgagor hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, any and all Leases must first be approved by Lender.

Further, Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Mortgagor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management,

upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger.

**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

**IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.**

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof



and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**REDEMPTION.** If the Property is less than ten acres in size and this Security Instrument is foreclosed, Mortgagor agrees that Lender may reduce or extend the period of redemption after sale on foreclosure, to such time as may be permitted under Chapter 628, Iowa Code or any other section of the Iowa Code, now in effect or as amended from time to time.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

**WAIVER OF HOMESTEAD RIGHTS. I (WE) UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THE CONTRACT.**

**LENDER'S EXPENSES.** Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION.** Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Iowa including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. Mortgagor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SECURITY INSTRUMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS SECURITY INSTRUMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN SECURITY INSTRUMENT.**

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

PANTHER FARMS, LLC

By: BRENT H DAHLSTROM  
Its: MANAGER

Date

By: JAMES R SULENTIC  
Its: MANAGER

Date

### BUSINESS ACKNOWLEDGMENT

STATE OF IOWA )

COUNTY OF BLACK HAWK )

This instrument was acknowledged on the \_\_\_\_\_, by BRENT H DAHLSTROM, MANAGER and JAMES R SULENTIC, MANAGER on behalf of PANTHER FARMS, LLC, an Iowa Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 7/29/2022



(Official Seal)

Identification Number

797477

### BUSINESS ACKNOWLEDGMENT

STATE OF FLORIDA )

COUNTY OF COLLIER )

This instrument was acknowledged on the 28<sup>th</sup> Dec. 2021, by BRENT H DAHLSTROM, MANAGER and JAMES R SULENTIC, MANAGER on behalf of PANTHER FARMS, LLC, an Iowa Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: Sep. 17 2023

Identification Number

914242

(Official Seal)



**Exhibit C****REAL ESTATE MORTGAGE**

THIS MORTGAGE is made between Panther Farms, LLC ("Mortgagor") and the City of Cedar Falls, Iowa ("Mortgagee" or "City").

**1. Grant of Mortgage and Security Interest.** Mortgagor hereby sells, conveys and mortgages unto Mortgagee, and grants a security interest to Mortgagee in, the following described property:

**a. Land and Buildings.** All of Mortgagor's right, title and interest in and to the following described real estate situated in Black Hawk County, Iowa (the "Land");

All that part of the South one-half of the Southwest Quarter of Section 23, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 and Doc. #2013-12296 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

All that part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

Northeast Quarter of the Northeast Quarter of Section 27, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except that part lying within 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

A parcel of land situated in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 26; Thence along the North line of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 26, N 89°58'41" E, a distance of 874.29 feet, to the Westerly corner of Lot 4, Prairie Winds 3rd Addition;

Thence along the Westerly lines of said Prairie Winds 3rd Addition the following Six (6) courses:

1. S 27°58'01" E, a distance of 335.56 feet;
2. S 40°23'29" W, a distance of 89.44 feet;

3. S 39°25'56" W, a distance of 60.00 feet;  
 4. S 50°34'04" E, a distance of 22.05 feet to a point of curvature;  
 5. 54.71 feet along the arc of a curve to the left, having a radius of 560.00 feet, a central angle of 05°35'52", and whose chord bears S 53°22'00" E, a distance of 54.69 feet;  
 6. S 13°05'40" W, a distance of 146.60 feet to the Southwest corner of Lot 9 of said Prairie Winds 3rd Addition and also being the Northeast corner of Lot 1 Prairie Winds 5th Addition;  
 Thence along the Northerly lines of said Prairie Winds 5th Addition the following Five (5) courses:  
 1. N 75°37'18" W, a distance of 216.76 feet;  
 2. N 02°40'30" W, a distance of 50.58 feet;  
 3. N 32°07'43" W, a distance of 108.22 feet;  
 4. N 50°42'18" W, a distance of 109.67 feet;  
 5. S 86°08'20" W, a distance of 268.28 feet to the Northwest corner of Lot 8 of said Prairie Winds 5th Addition;  
 Thence continuing S 86°08'20" W, a distance of 340.72 feet to a point of the West line of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 26;  
 Thence along said West line N 00°08'27" W, a distance of 375.48 feet to the Point of Beginning.  
 All Bearings & Distances are based on the Final Plats of Prairie Winds 3rd and 5th Additions.

All as generally depicted in Exhibit "A" attached.

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land; subject only to an existing mortgage in favor of BankIowa dated December 28, 2021, and filed December 28, 2021, as Document No. 2022-13386 in the real estate records for Black Hawk County, Iowa.

**b. Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property").

**c. Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

**2. Obligations.** This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):

a. Mortgagor's payment of the "Developer's Contribution Amount" and interest thereon owed to Mortgagee, as defined in and subject to the terms and conditions of that certain Infrastructure Development Agreement executed by Mortgagor and Mortgagee, dated \_\_\_\_\_, 20\_\_\_\_, as may be amended in the future (the "Infrastructure Development Agreement"), a copy of which Infrastructure Development Agreement is attached as Exhibit "B"; and

b. All other obligations of Mortgagor to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

**3. Representations and Warranties of Mortgagor.** Mortgagor represents, warrants and covenants to Mortgagee that (i) Mortgagor holds clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagor has the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagor will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land; (vi) Mortgagor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**4. Payment and Performance of the Obligations.** Mortgagor will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagor under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.



**5. Taxes.** Mortgagor shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.

**6. Liens.** Mortgagor shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

**7. Compliance with Laws.** Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

**8. Permitted Contests.** Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as Mortgagor shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

**9. Care of Property.** Mortgagor shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagor shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.

**10. Insurance.**

**a. Risks to be Insured.** Mortgagor, at its sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagor's option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagor will at its sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide

Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagor will maintain such other insurance as Mortgagee may reasonably require.

**b. Policy Provisions.** All insurance policies and renewals thereof maintained by Mortgagor pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.

**c. Delivery of Policy or Certificate.** If requested by Mortgagee, Mortgagor will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagor shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.

**d. Assignment of Policy.** If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

**e. Notice of Damage or Destruction; Adjusting Loss.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagor will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagor in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagor do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagor.

**f. Application of Insurance Proceeds.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the

Obligations or change the amount of such installments.

**g. Reimbursement of Mortgagee's Expenses.** Mortgagor shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys fees, and all such expenses shall be additional amounts secured by this Mortgage.

**11. Inspection.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagor shall in no way rely or claim reliance thereon.

**12. Protection of Mortgagee's Security.** Subject to the rights of Mortgagor under paragraph 8 hereof, if Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 8% per annum, shall become an Obligation of Mortgagor secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagor unless Mortgagor and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagor for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

**13. Condemnation.** Mortgagor shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagor, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

**14. Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this

purpose the name and address of the debtor is the name and address of Mortgagor as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

**15. Events of Default.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

a. Mortgagor shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.

b. Mortgagor shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagor under the United States Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

**16. Acceleration; Foreclosure.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagor at least ten (10) days prior to the date of intended disposition.

c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of

an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

**17. Redemption.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months or reduced to three (3) months if the property is not used for an agricultural purpose as defined in section 535.13. provided in all cases under this section the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first two (2) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to three (3) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or its successors in interest in such action. If the redemption period is so reduced, Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

**18. Attorneys' Fees.** Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

**19. Forbearance not a Waiver, Rights and Remedies Cumulative.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or

successively in any order whatsoever, and as often as the occasion therefor arises.

**20. Notices.** Any notice under this Mortgage shall be in writing and shall be delivered in person, by overnight air courier service, or by United States certified mail, postage prepaid, and addressed to:

If to City, to:                   Attn: Chase Schrage, City Hall, 220 Clay St., Cedar Falls,  
IA 50613

If to Developer, to:   604 Clay St., Cedar Falls, IA 50613

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) 1 business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, or (iii) 3 business days following the date of deposit if mailed by United States certified mail, postage prepaid. Notice sent by certified mail that is refused shall still be deemed valid. All parties shall give the other prompt notice of any change in address, and until such notice any party may rely on the most recent addresses furnished. Neither party shall designate more than two addresses to receive notices.

**21. Severability.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

**22. Further Assurances.** At any time and from time to time until payment in full of the Obligations, Mortgagor will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagor secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagor to Mortgagee.

**23. Successors and Assigns bound; Number; Gender; Agents; Captions.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**24. Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.



**25. Release of Rights of Dower, Homestead and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

**26. Acknowledgment of Receipt of Copies of Debt Instrument.** Mortgagor hereby acknowledges the receipt of a copy of this Mortgage together with a copy of the documents creating the Obligations secured hereby, including, but not limited to, the Infrastructure Development Agreement.

**27. Amendment.** This Mortgage may be modified only in writing, signed by authorized representatives of the parties, after approval of the City Council of the City. Notwithstanding the foregoing, however, the parties agree that the Land, Buildings and Personal Property subject to this Mortgage shall be modified to include only Land, Buildings and Personal Property that are part of Segment Adjoining Lots as that term is defined in the Infrastructure Development Agreement attached as Exhibit B. Such modification shall occur upon final approval by the City and filing with the Black Hawk County Recorder of the final plat of property owned by the Mortgagor that includes any Segment Adjoining Lot.

*[Signatures on Following Page; Remainder of this Page Intentionally Blank]*

Dated: \_\_\_\_\_, 20\_\_\_\_.

PANTHER FARMS, LLC, Mortgagor

By: \_\_\_\_\_  
Brent Dahlstrom, its \_\_\_\_\_

**I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.**

Dated: \_\_\_\_\_, 20\_\_\_\_.

PANTHER FARMS, LLC, Mortgagor

By: \_\_\_\_\_  
Brent Dahlstrom, its \_\_\_\_\_

STATE OF IOWA, COUNTY OF BLACK HAWK:

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Brent Dahlstrom, as \_\_\_\_\_ of Panther Farms, LLC.

\_\_\_\_\_  
Signature of Notary Public

## Exhibit D

## INFRASTRUCTURE DEVELOPMENT AGREEMENT

by and between

CITY OF CEDAR FALLS, IOWA

and

PANTHER FARMS, LLC

THIS INFRASTRUCTURE AGREEMENT ("Agreement" or "Infrastructure Agreement") is made as of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the CITY OF CEDAR FALLS, IOWA, a municipal corporation (the "City") and PANTHER FARMS, LLC, with its principal offices located at 604 Clay Street, Cedar Falls, Iowa ("Developer"). The Parties are the City and Developer.

## WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located within the City near Aldrich School, which real property is legally described as follows:

(the "Development Property"), which Development Property is generally depicted on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Developer intends to develop the Development Property for residential lots in several subdivisions, to be platted separately; and

WHEREAS, the Developer's obligations in platting the Development Property include causing the construction of public infrastructure in each subdivision, including streets within the subdivision; and

WHEREAS, the City has an interest in ensuring the construction timing of several streets within the subdivision to order to provide necessary access to Aldrich School; and

WHEREAS, the City is willing to cause the construction of the certain streets and related public infrastructure more particularly described herein (the "Infrastructure Improvements"), which would otherwise be the Developer's responsibility to construct within the subdivisions, in order to cause the Infrastructure Improvements to be constructed by certain deadlines, as set forth herein; provided, however, that Developer shall be required to reimburse the City for 50% of the costs of the Infrastructure Improvements under the terms and conditions set forth herein; and

WHEREAS, the City believes that it's accelerated completion of the Infrastructure Improvements is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which this project is being undertaken.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

## ARTICLE I. DEFINITIONS

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

City Bonds or Bonds means the general obligations bonds issued by the City in one or more series for the purpose of funding the construction of the Infrastructure Improvements.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Infrastructure Improvements means the public infrastructure improvements to be completed by the City as further described in Article III and Exhibit A of this Agreement, including the Segment 1 Improvements, the Segment 2 Improvements, the Segment 3 Improvements, planned intersections to any segment of the Infrastructure Improvements, and sewer connections to the edge of the right-of-way of any segment of the Infrastructure.

Segment 1 Improvements means the improvements to be constructed by the City related to the extension of Ironwood Drive from the current paved northern terminus of Ironwood Drive to its planned intersection with the Arbors Drive extension defined as Segment 2 Improvements below. Segment 1 Improvements shall include grading, concrete, and seeding as well as any necessary roadway culverts and infrastructure for water, storm sewer, and sanitary sewer; but specifically **excluding** adjacent or related public sidewalks. The segment of Ironwood Drive included in the Segment 1 Improvements is depicted in red on the diagram attached as Exhibit B.

Segment 2 Improvements means the improvements to be constructed by the City related to the extension of Arbors Drive from the current paved northern terminus of Arbors Drive to its planned intersection with West Greenhill Road. Segment 2 Improvements shall include grading, concrete, and seeding as well as any necessary roadway culverts and infrastructure for water, storm sewer, and sanitary sewer; but specifically **excluding** adjacent or related public sidewalks or recreational trails. The segment of Arbors Drive included in the Segment 2 Improvements is depicted in black on the diagram attached as Exhibit B.

Segment 3 Improvements means the improvements to be constructed by the City related to the extension of Ashworth Drive between the current paved western terminus of Ashworth Drive and the current paved eastern terminus of Ashworth Drive near Aldrich Elementary School. Segment 3 Improvements shall include grading, concrete, and seeding as well as any necessary roadway culverts and infrastructure for water, storm sewer, and sanitary sewer; but specifically

**excluding** adjacent or related public sidewalks. The segment of Ashworth Drive included in the Segment 3 Improvements is depicted in blue on the diagram attached as Exhibit B.

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

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

d. The City shall construct, or cause to be constructed, all Infrastructure Improvements to conform with approved constructions plans which meet the specifications of the City; and such approved construction plans shall be on file in the City Engineer's office. When the City, or its contractor(s), complete work on the Infrastructure Improvements, said Infrastructure Improvements shall be approved and accepted by resolution of the city council of the City and the City shall at said time provide a two-year maintenance bond regarding the same.

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

a. Panther Farms, LLC is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has or will obtain all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as

presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

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

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

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

e. Developer will provide reasonable cooperation with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Infrastructure Improvements and the development of the Development Property.

### **ARTICLE III. CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS**

Section 3.1. Infrastructure Improvements. The City shall complete the necessary steps to bid and construct the Infrastructure Improvements, subject to and contingent upon satisfaction of the conditions precedent set forth in Section 3.2. The City may, in the City's sole discretion, issue City Bonds related to construction of the Infrastructure Improvements as and to the extent deemed necessary and appropriate by the City Council, the City's municipal/financial advisor, and the City's bond counsel; provided, however, that any issuance of City Bonds shall be on such terms and conditions as are necessary or desirable to the City, in the City's sole discretion. The City's obligations under this Article III shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and the satisfaction of all conditions and procedures required (in the judgment of legal counsel for the City) by the Iowa Code with respect to the issuance of the City Bonds, the public bidding procedures related to the Infrastructure Improvements, and all related City actions and processes, including the holding of all required public hearings relating to the same.



Section 3.2. Conditions Precedent to Construction of Infrastructure Improvements. It is recognized and agreed that the City's ability to perform the obligations described in this Agreement, with respect to construction of the Infrastructure Improvements, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings.

Specifically, all obligations of the City to construct any segment of the Infrastructure Improvements are subject to satisfaction of each of the following conditions precedent:

a. Preliminary Plat Requirement. Developer shall have submitted to the City, by no later than December 31, 2023, a preliminary plat for each subdivision on the Development Property containing the applicable segment of the Infrastructure Improvements and such preliminary plat shall have been approved by the City, according to the City's usual and customary procedures and standards. For the purpose of clarity, the Developer is required to submit a preliminary plat for the subdivision corresponding to each segment of the Infrastructure Improvements by no later than December 31, 2023, but may submit the preliminary plats for the subdivisions containing the Segment 1 Improvements and the Segment 2 Improvements at different times; the Parties acknowledge that the Developer has already submitted a preliminary plat containing the Segment 3 Improvements, which has already been approved by the City.

b. Public Bidding Requirement. The City shall have completed all applicable public bidding requirements for the applicable segment of the Infrastructure Improvements and, subject to the provisions of Section 3.4, shall have awarded one or more contracts for the segment of the Infrastructure Improvements acceptable to the City in its sole discretion.

c. Easements Requirements. The Developer shall have provided and conveyed to the City, with no compensation to Developer, all necessary fee interests, public utility easements, right-of-way easements, temporary construction easements, and other interests in real property over and through the Development Property and adjacent property owned by Developer for the City's construction, ownership, and maintenance of the applicable segment of the Infrastructure Improvements. The Developer shall have conveyed such interests via warranty deed, free of all liens and encumbrances, or by easement agreement prepared by the City's legal counsel, as applicable and customary for the particular interest.

c. Engineering Requirement. The Developer shall have submitted completed engineering plans and specifications to the City for the applicable segment of the Infrastructure Improvements, which shall have been approved by the City, as further described in Section 3.3, and this submission and approval shall be completed sufficiently in advance of any deadlines for the City's public bidding of the applicable segment of the Infrastructure Improvements.

d. City Bonds Proceedings Requirement. The completion and satisfaction of separate City Council actions and all required legal proceedings relating to the issuance of any City Bonds, including the sale of all or a portion of such bonds on terms and conditions necessary or desirable to the City, in the City's sole discretion, if such City Bonds are necessary to be issued and sold, in the City's sole discretion, prior to construction of the applicable segment of the Infrastructure Improvements.

e. Developer Status Requirement. Developer shall provide to the City copies of letter(s) from at least one financial institution with knowledge of Developer's assets and financing commitments, confirming that, in the financial institution's opinion, Developer has, or should be able to obtain, financial assets and financing commitments sufficient to complete the Developer's proposed development of the Development Property. Such letter(s) shall be provided to the City within a time period reasonably prescribed by the City at the time of notice to the Developer of the City's intent to commence project bidding.; and f. Developer Compliance Requirement. Developer remains in compliance with all of the terms and provisions of this Agreement.

### Section 3.3. Design of the Infrastructure Improvements.

a. The engineering of the Infrastructure Improvements shall be the Developer's responsibility, at Developer's sole cost. Developer shall submit to the City the plans, specifications, and calculation of the estimated total cost of the proposed improvements, which shall all be prepared by an engineer licensed under Iowa Code chapter 542B. Such engineering must be submitted by the Developer and approved by the City before the City is obligated to begin construction.

b. All segments of the Infrastructure Improvements shall be constructed according to City specifications and standards and are subject to approval by the City. Notwithstanding the foregoing, the Parties acknowledge that a narrower roadway than the City's standard roadway (31 feet in width, 7 inches in depth), or other traffic calming features, may be agreed upon as part of the design for the Segment 2 Improvements.

c. The path of the streets in each segment of the Infrastructure Improvements shall be as provided in the City-approved plats and plans. Where there are planned intersections to any segment of the Infrastructure Improvements, the City will construct its usual street radius, which shall be considered part of the Infrastructure Improvements project and subject to the cost share provisions of Article IV.

Section 3.4. Public Bidding of Infrastructure Improvements. In connection with publicly bidding the projects included in the Infrastructure Improvements, the City shall retain sole discretion to select the lowest responsive, responsible bid. Developer shall have the right to submit written protest and comment concerning the City's proposed award of bid prior to the award. The City shall consider the Developer's written comments regarding the bids prior to taking action on the bids. In the event that the City within its sole discretion determines that all bids should be rejected, then the City shall review the Infrastructure Improvements with the Developer in order to determine and implement agreed upon modifications prior to re-bidding. Such rebidding shall occur as soon as reasonably practicable after modifications, if any, are agreed upon and finalized. If no modifications are agreed upon then the Infrastructure Improvements shall be re-bid without change. The City agrees to provide Developer with reasonable notice of any proposed change orders.

Section 3.5. Order of Construction. The Parties agree that the Segment 3 Improvements shall not be constructed prior to the Segment 2 Improvements; provided, however, that the Segment 3 Improvements and Segment 2 Improvements may be constructed simultaneously.

Section 3.6. Completion of the Infrastructure Improvements. Approved plans and specifications for the Infrastructure Improvements shall be provided by Developer to the City no later than six months after approval of this Agreement by the City Council of the City Subject to Unavoidable Delays, the City shall cause construction of the Infrastructure Improvements to be undertaken and completed by no later than thirty months after plans are provided by the Developer to the City. Time lost as a result of delayed receipt of approved plans and specifications as well as Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of delayed receipt of approved plans and specifications and Unavoidable Delays.

Section 3.7. No Special Rights Upon Completion. Developer recognizes and agrees that the Infrastructure Improvements shall be owned and maintained by the City following completion of their construction. Further, Developer recognizes and agrees that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public following completion of construction of the Infrastructure Improvements with respect to ownership, maintenance, or use of the Infrastructure Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Infrastructure Improvements for any particular purpose following completion of construction.

Section 3.8. Related Public Improvements. The following related improvements shall be completed by the Parties, respectively, in connection with their obligations under this Agreement, but are expressly excluded from the Infrastructure Improvements and, as such, shall not be subject to the cost sharing provisions of Article IV:

a. The City shall install all customary street signs related to the Infrastructure Improvements at the City's cost.

b. The City and Developer will cooperate with Cedar Falls Utilities to provide for installation of gas and electric utilities, telecommunications, telephone, and internet as part of the Development Property's development. The Developer shall be responsible for all costs related to installation of these utilities.

c. As of the Effective Date, no storm water detention facilities are anticipated to be needed for the project described in this Agreement; however, should any storm water detention facilities be needed as part of further development or changes in development plans on the Development Property, then the Developer shall be responsible for all costs related to installation of such facilities.

Section 3.9. Elizabeth Drive Construction. If the Developer wishes to construct the sanitary sewer main that is required between Ashworth Drive and the current western terminus of the sanitary sewer main under Vera Way near Cohen Court at the same time as the City's

construction of Segment 3 Improvements, such construction shall be at Developer's separate cost. The location of this planned sanitary sewer main is generally depicted in Exhibit C. Additionally, if Developer wishes to construct the western most portion of Vera Way and Elizabeth Drive at the same time as the City's construction of Segment 3 Improvements, such construction also shall be at Developer's separate cost. The City shall use best efforts to coordinate the City's construction schedule with Developer's construction schedule so that construction of said sanitary sewer main or the portion of Vera Way and Elizabeth Drive, or both, may be done at the same time as the Segment 3 Improvements. Also, if agreed to by the Parties in writing and provided the Parties have entered into a written escrow agreement regarding the construction costs, the sanitary sewer main or the rest of Vera Way and Elizabeth Drive, or both, may be constructed at the same time as the Segment 3 Improvements and by the same contractor, in which case the Developer shall place an amount equal to the calculated costs of construction of the sanitary sewer main or the rest of Vera Way and Elizabeth Drive, or both as the case may be, into an escrow account at the same time as plans and specifications for the Segment 3 Improvements are submitted to the City Council of the City for approval, prior to public bidding of the Segment 3 Improvements.

Section 3.10. Construction of Additional Streets. If the Developer wishes to construct streets that are not part of the Infrastructure Improvements on the Development Property, such additional streets shall be constructed at the Developer's separate cost. The City shall use reasonable efforts to coordinate with the Developer with respect to construction of the Infrastructure Improvements and construction of additional streets by Developer on the Development Property.

Section 3.11. Other City Contributions to Project. The City will provide project management services, inspection services, and stormwater pollution prevention plans (SWPPPs) made necessary by all Infrastructure Improvements at no cost to the Developer

Section 3.12. Phasing of Development. Nothing contained herein shall be construed to alter or modify the process of review and approval by the City of the phasing of development of the Development Property, which approval shall be subject to the City's ordinances.

#### **ARTICLE IV. COST SHARE FOR INFRASTRUCTURE IMPROVEMENTS**

Section 4.1. Costs of Infrastructure Improvements. The Parties agree to share equally (50% and 50%) the costs of construction of the Infrastructure Improvements. The City agrees to pay the costs for construction of the Infrastructure Improvements initially, and the Developer agrees to reimburse the City for 50% of said costs under the terms and conditions of this Article IV.

Section 4.2. Division of Costs by Segment; Timing of Payment. Upon completion of each segment of the Infrastructure Improvements, the City shall notify the Developer, in writing, of the total cost of constructing the portion of the Infrastructure Improvements in that segment. With respect to each segment's costs, an amount equal to 50% of the total cost of constructing the Infrastructure Improvements in that segment (i.e., the amount of the Developer's

contribution/share of the costs of the Infrastructure Improvements, the (“Developer’s Contribution Amount”) shall be equally divided among the subdivision lots adjoining each segment (the “Segment Adjoining Lots”). As an example for illustration purposes only, if there are 20 Segment Adjoining Lots in a segment, then each Segment Adjoining Lot’s allocation in that segment shall be 1/20<sup>th</sup> of the Developer’s Contribution Amount for that segment. The Parties may mutually agree, in writing, to modify the allocation of the Developer’s Contribution Amount assigned to each of the Segment Adjoining Lots and/or to include additional lots as Segment Adjoining Lots.

The purpose of allocating the Developer’s Contribution Amount among the Segment Adjoining Lots is to determine the amount to be paid by Developer to the City upon the sale of each of the Segment Adjoining Lots. Upon Developer’s sale of a Segment Adjoining Lot, the Developer shall pay to the City an amount equal to the allocation of the Developer’s Contribution Amount assigned to that Segment Adjoining Lot. The Developer shall pay, by check, cash, or wire transfer, the allocated amount to the City no later than three (3) business days after closing on the sale of the Segment Adjoining Lot. If Developer fails to provide such payment to the City within ten (10) days after closing on the sale of the Segment Adjoining Lot, then City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect such amount from Developer, including but not limited to pursuing foreclosure of the City Mortgage described in Section 4.3.

#### Section 4.3. Security for Developer’s Contribution.

a. As security for the Developer’s payment of the Developer’s Contribution Amount, the Developer hereby agrees to execute the mortgage attached hereto as Exhibit D to provide the City with a mortgage on the Development Property (the “City Mortgage”), that is junior only to the mortgage given in favor of BankIowa dated December 28, 2021, and filed on December 28, 2021 as Document No. 2022-13386 in the office of the Black Hawk County, Iowa, Recorder (the “BankIowa Mortgage”) as further specified in the Intercreditor Agreement attached hereto as Exhibit E. Contemporaneous with the execution of this Agreement, the Developer shall execute and provide to the City the City Mortgage. The City shall pay the costs of recording the City Mortgage.

b. Following the recording of the City Mortgage, the City will obtain a title report regarding the Development Property. If the title report shows any mortgages or liens on the Development Property with higher priority than the City Mortgage, excepting the BankIowa Mortgage, then the Developer shall take all necessary actions to establish the required priority position for the City Mortgage, including, but not limited to, securing and recording releases of prior mortgages and liens and/or securing and recording subordination agreements from the holders of prior mortgages and liens that consent to the City Mortgage having higher priority on the Development Property.

c. The parties understand and acknowledge that at the time of entering into this Agreement, Segment Adjoining Lots cannot be finally determined or legally described because the Development Property has not been final platted. In order to provide security to the City for payment of Developer’s Contribution Amount, all of the Development Property is subject to the City Mortgage at the time of entering into this Agreement. However, to carry out the intent of the

parties that only Segment Adjoining Lots shall be subject to allocation of the Developer's Contribution Amount and thus, only Segment Adjoining Lots shall be subject to the City Mortgage, the parties agree that the Development Property subject to this Agreement shall be modified to include only Segment Adjoining Lots. Such modification shall occur upon final approval by the City and filing with the Black Hawk County Recorder of the final plat of any portion of the Development Property that includes any Segment Adjoining Lot.

d. The City agrees to provide Developer with a recordable partial release of the City Mortgage with respect to each Segment Adjoining Lot upon the City's receipt of Developer's payment of the allocation of the Developer's Contribution Amount assigned to that Segment Adjoining Lot (such payment being further described in Section 4.2).

e. In the event Developer chooses to refinance the Development Property with a new lender, City agrees to cooperate with Developer and said new lender, including subordinating the City Mortgage to the mortgage of said new lender, but conditioned upon said new lender agreeing to the terms and conditions of the Intercreditor Agreement attached as Exhibit E.

Section 4.4. Interest on Developer's Contribution. The Developer agrees to annually pay interest, on or before January 15<sup>th</sup> of each applicable year, on the outstanding, unpaid balance of the Developer's Contribution Amount for each segment of the project as follows:

a. Beginning on the fifth January 15th after the completion of the Segment 1 Improvements (to be measured from the date of the City's acceptance of the Segment 1 Improvements), interest will begin to accrue and the Developer agrees to provide an annual interest payment to the City, paying interest at the rate of 5.5% per annum on the outstanding, unpaid balance of the Developer's Contribution Amount related to the costs of the Segment 1 Improvements.

b. Beginning on the fifth January 15th after the completion of the Segment 3 Improvements (to be measured from the date of the City's acceptance of the Segment 3 Improvements), interest will begin to accrue and the Developer agrees to provide an annual interest payment to the City, paying interest at the rate of 5.5% per annum on the outstanding, unpaid balance of the Developer's Contribution Amount related to the costs of the Segment 3 Improvements.

c. Beginning on the tenth January 15th after the completion of the Segment 2 Improvements (to be measured from the date of the City's acceptance of the Segment 2 Improvements), interest will begin to accrue and the Developer agrees to provide an annual interest payment to the City, paying interest at the rate of 5.5% per annum on the outstanding, unpaid balance of the Developer's Contribution Amount related to the costs of the Segment 2 Improvements.

d. Beginning on the fifteenth January 15th after the completion of Segments 1, 2 and 3 Improvements, the interest rate on outstanding unpaid balances shall increase 1% per year every year until all outstanding unpaid balances are paid in full.



Section 4.5. Right to Prepay. Developer shall have the right to prepay Developer's Contribution Amount at any time without any penalty.

Section 4.6 Funding of Project. Payment of the cost of the Infrastructure Improvements will be made from funding sources as determined in the sole discretion of the City. Nothing in this Agreement shall be construed to require the City to pay the cost of Infrastructure Improvements from bonds or other particular source of funds.

## ARTICLE V. INDEMNIFICATION

### Section 5.1. Release and Indemnification Covenants.

a. Developer releases the City and the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person and any property damage occurring at or about the Development Property, except as may be caused by any willful or wanton misconduct or any unlawful act of the Indemnified Parties.

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

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

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

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

## ARTICLE VI. FURTHER COMMITMENTS OF DEVELOPER

Section 6.1. Real Property Taxes. Through the Termination Date of this Agreement, Developer and its successors and assigns shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property then-owned by Developer. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes on the Development Property.

Section 6.2. Intentionally omitted.

Section 6.3. Compliance with Laws. Developer shall comply with all State, federal, and local laws, rules and regulations relating to the Development Property and the project described herein.

Section 6.4. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.5. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets; and further, Developer will not assign its interests in this Agreement or transfer, convey, or assign its interest in the Development Property to any other party (except with respect to sale of individual lots) unless: (i) the transferee/assignee partnership, corporation, limited liability company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

## ARTICLE VII. EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, including but not limited to timely payment of the Developer's Contribution Amount;

b. Transfer of Developer's interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

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

d. Failure by Developer to timely pay ad valorem taxes for the portions of the Development Property then-owned by Developer;

e. The holder of any mortgage or lien on any portion of the Development Property that remains subject to the City Mortgage commences foreclosure proceedings as a result of any default under the applicable mortgage documents;

f. Developer:

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

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

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

or

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

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

Section 7.2. City Remedies on Default. Whenever any Event of Default by Developer referred to in Section 7.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement, including construction of the Infrastructure Improvements, until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may foreclose the City Mortgage; or

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

Section 7.3. Developer Remedies on Default. Whenever any Event of Default by City referred to in Section 7.1 of this Agreement occurs and is continuing, the Developer may take any one or more of the following actions after giving thirty (30) days' written notice to City of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the Developer within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and City does not provide assurances reasonably satisfactory to the Developer that the Event of Default will be cured as soon as reasonably possible:

a. The Developer may suspend its performance under this Agreement, until it receives assurances from City, deemed adequate by the Developer, that City will cure the default and continue its performance under this Agreement;

b. The Developer may terminate this Agreement;

c. The Developer may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement.

Section 7.4. No Remedy Exclusive. No remedy herein conferred upon or reserved herein is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## ARTICLE VIII. MISCELLANEOUS

Section 8.1. Notices and Demands. Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, or by United States certified mail, postage prepaid, and addressed to:

If to City, to:                   Attn: Chase Schrage, City Hall, 220 Clay St., Cedar Falls,  
IA 50613

If to Developer, to:   604 Clay St., Cedar Falls, IA 50613

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) 1 business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, or (iii) 3 business days following the date of deposit if mailed by United States certified mail, postage prepaid. Notice sent by certified mail that is refused shall still be deemed valid. All parties shall give the other prompt notice of any change in address, and until such notice any party may rely on the most recent addresses furnished. Neither party shall designate more than two addresses to receive notices. Section 8.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 8.5. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 8.6. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 8.7. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the December 31<sup>st</sup> immediately following full repayment of Developer's Contribution Amount for each segment of the Infrastructure Improvements, including all interest thereon (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.

Section 8.8. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any

other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 8.9. Recitals and Exhibits. All recitals above and Exhibits attached are hereby incorporated into this Agreement by this reference.

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

*[Remainder of page intentionally left blank; signature pages follow]*



(SEAL)

CITY OF CEDAR FALLS, IOWA

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

ATTEST:

By: \_\_\_\_\_  
City ClerkSTATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Agreement for Private Development – City of Cedar Falls]*

PANTHER FARMS, LLC,  
An Iowa limited liability company

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

Name: Brent Dahlstrom

Its: Manager

ATTEST:

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

Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Brent Dahlstrom, to me personally known, who, being by me duly sworn, did say that he is the Manager of Panther Farms, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officers as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

*[Signature page to Agreement for Private Development – Panther Farms, LLC]*



## DEPARTMENT OF PUBLIC WORKS

**MEMORANDUM**

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

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

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

**FROM: Brian Heath, Oper./Maint. Division Manager**

**DATE: May 16, 2023**

**SUBJECT: Equipment Purchase**

The Refuse Section of the Operations and Maintenance Division has an expanded polystyrene densifier scheduled for replacement in FY24. This unit is used to compact and densify Styrofoam and will increase processing capacity over the older smaller unit. The projected amount budgeted for purchase in the Capital Improvement Program is \$90,000.00 utilizing Refuse Funds. The unit consists of a material conveyor and cold compactor.

The following is a summation of the quotes received.

GreenMax/Intco Recycling	\$53,000.00
Foam Equipment and Consulting Co.	\$88,675.00
Seabrite Products Inc.	\$107,500.00

The Public Works Department is recommending approval for the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment at a total cost of \$53,000.00. The equipment is expected to be available sometime in August.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



## DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

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

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

**TO:** Mayor Rob Green and City Council  
**FROM:** Brian Heath, Oper./Maint. Division Manager  
**DATE:** May 16, 2023  
**SUBJECT:** Equipment Purchase

Quotes were received for a mini excavator to be utilized in the street section of the Operations and Maintenance Division. This equipment will be utilized for all types of street repairs, storm/sanitary repairs, and other related projects. This equipment is scheduled for purchase in FY24 at a projected amount of \$110,000.00 utilizing Street Construction Funds.

Following is a summation of the quotes for the excavator.

Black Hawk Rental	\$99,322.88
P&K Midwest (John Deere)	\$113,174.13
Altorfer Equipment (CAT)	\$116,492.00

The quote from Black Hawk Rental was the lowest quote received. Street equipment operators do have experience with Bobcat Equipment and have found their equipment to be reliable and of high quality.

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total cost of \$99,322.88. As mentioned above, this expenditure is fully funded and expected to be available early in FY24. The expenditure will be paid from Street Construction Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



## DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS & PARKS DIVISION  
2200 TECHNOLOGY PARKWAY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

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**M E M O R A N D U M**

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**TO:** Mayor Robert M. Green and Cedar Falls City Council  
**FROM:** Chase Schrage, Director, Public Works Department  
**DATE:** May 10, 2023  
**SUBJECT:** Ashworth Drive Extension - Light Pole Relocation Agreement  
4923 Hudson Road, Cedar Falls

Enclosed is an agreement in which was reached with Cory and Lisa Johnson (4923 Hudson Road) regarding a light pole that is located within the property limits of the City. This agreement will allow the City contractor to relocate the existing light fixture approximately 25' south onto private property owned by the Johnsons(See Exhibit A). The estimated cost to perform such work is \$3,000.

The Department of Public Works recommends that the City Council approve this light pole relocation agreement. Let me know if you have any questions.

# AGREEMENT REGARDING LIGHT POLE RELOCATION

## BETWEEN

THE CITY OF CEDAR FALLS, IOWA

## AND

CORY D. JOHNSON AND LISA M. JOHNSON

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Cedar Falls, Iowa, an Iowa municipality (the "City") and Cory D. Johnson and Lisa M. Johnson, husband and wife, whose address is 4923 Hudson Road, Cedar Falls, Iowa 50613 ("Owners").

WHEREAS, Owners own land in the City of Cedar Falls, Iowa, legally described as follows:

A part of the South One-half of the Northwest Quarter of Section No. Twenty-six (26), Township No. Eighty-nine (89) North, Range No. Fourteen (14) West of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows, to-wit: Beginning at a point on the East line of said Northwest Quarter which is Five Hundred Thirty-four and Two Tenths (534.2) feet North of the Southeast corner of said Northwest Quarter; thence West at right angles Six Hundred Fifty (650) feet; thence North at right angles Two Hundred Thirty-one (231) feet; thence East at right angles a distance of Four Hundred Thirty-five (435) feet; thence South at right angles Forty (40) feet; thence East at right angles a distance of Two Hundred Fifteen (215) feet to the East line of said Northwest Quarter; thence South a distance of One Hundred Ninety-one (191) feet to the point of beginning, except that part thereof conveyed to the City of Cedar Falls in 553 LD 983 and 553 LD 986.

(the "Property"); and

WHEREAS, the City has acquired right-of-way adjacent to the Property; and

WHEREAS, it has been discovered that a light pole owned by the Owners is located within the newly acquired City right-of-way; and

WHEREAS, the light pole must be removed from City right-of-way; and

WHEREAS, the City has agreed to relocate said light pole at the City's cost from the right-of-way to the Property at a location determined by the Owners; and

WHEREAS, the parties have agreed to the terms of such light pole relocation and now desire to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The City hereby agrees to remove, at its cost, the light pole owned by the Owners now located within City right-of-way near the Property, and to then erect it at the location generally depicted in Exhibit "A" attached as the "New Location." The same pole and light fixture shall be used at the new location.



The light pole shall be erected in the same fashion and at the same height as it is in its current location. The light fixture now located on the light pole shall be reattached if removed, in the same fashion and at the same location as it is in its current state.

2. Relocation of the light pole as called for in this Agreement shall be completed no later than the 31<sup>st</sup> day of July, 2023, barring any unforeseen impediments to completion by that date.

3. Should the light pole or light fixture attached to the light pole be damaged by the City as part of the relocation such that any component may not be reused, the City agrees to replace said damaged component with materials of like kind and quality, at the City's cost.

4. The City further agrees to reconnect electrical power to the light fixture on the light pole at the new location on the Property at the City's cost. If new electrical wiring is necessary to reconnect electrical power to said light fixture, the cost of such new wiring also shall be at the City's cost. The parties acknowledge that the light pole and fixture owned by Owners now located within City right-of-way is connected to a second light pole and fixture located on the Property as generally depicted in Exhibit "A" attached as the "Second Light Pole." The parties agree that the City shall reconnect power to the relocated light pole and fixture from said second light pole and fixture in a similar fashion as now exists. The relocated light pole and fixture as well as wiring from the second light pole to the relocated light pole and fixture, shall be installed in accordance with all applicable City codes, including the electrical code. The parties agree that the City shall not inspect wiring beyond the second light pole, including but not limited to electrical connections, electrical fixtures, wiring, circuits, junctions, switches, and boxes located elsewhere on the Property, and the City specifically disclaims any and all responsibility whatsoever for the workmanship, fitness, safety, code compliance, operation or adequacy in any other respect for the same, which disclaimer the Owners accept.

5. The Owners agree that the City and the City's contractors and agents shall be granted access to the Property at no cost in order to erect the light pole at the new location on the Property and to reattach the light fixture, and to reestablish an electrical connection as set forth in Paragraph 4 above..

6. The City shall ensure that the light fixture is operational at the new location, which shall be confirmed by the Owners as soon as possible after installation is complete and notice of completion is given to Owners. Once operation has been confirmed by the Owners, the City shall bear no further responsibility for the light pole, light fixture, electrical wiring, or connections. To the maximum extent permitted by law, the City's and contractor's work in relocating the light pole as called for in this Agreement, including but not limited to erection, connection and powering the light fixture is without warranty of any kind, and the City hereby disclaims any such warranties, either express or implied, including but not restricted to implied warranties of merchantability and fitness for a particular purpose. Further, in no event shall the City be liable for any incidental, special, indirect or consequential damages whatsoever with respect to relocation of the light pole as called for in this Agreement.

7. Owners shall be responsible for restoring the Property after installation is complete, including grading, seeding or sodding, or other restorative steps. The City shall use reasonable efforts to keep disturbance of the Property to a minimum.

8. The City agrees to give to an Owner a minimum of 48 hours advance notice of any work that will take place on the Property so that an Owner can temporarily cut off power to the second light pole to allow for reconnection of the relocated light pole and the City also agrees to notify an Owner once the installation is complete.

9. This Agreement is subject to and conditioned upon approval by the Cedar Falls City Council.

10. The Agreement shall be construed in accordance with the laws of the State of Iowa, without regard to choice of law or conflicts of law principles.

11. The parties each represent and warrant that there have been no representations or promises made by the other party upon which either party relied in connection with this Agreement, other than set forth herein in writing. This Agreement constituted the parties' final and entire agreement on the matters expressed herein and supersedes all prior negotiations, discussions, representations, or agreements regarding the subject matter.

12. No change, amendment, or modification to or of this Agreement shall be valid unless it is in writing and signed by both parties.

13. There shall be no waiver of any term or condition absent an express writing to that effect by the party to be charged with that waiver. No waiver of any term or condition in this Agreement by any party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

14. Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement is deemed or determined to be illegal or invalid, such illegality or invalidity shall not affect the validity of any other provision of this Agreement unless the essential purpose of the parties hereto are thereby frustrated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

OWNERS:



Cory D. Johnson




Lisa M. Johnson

State of Iowa, County of Black Hawk, ss:

This record was acknowledged before me on the 8<sup>th</sup> day of May, 2023, by Cory D. Johnson and Lisa M. Johnson, husband and wife.

(Notary Stamp)

CITY OF CEDAR FALLS, IOWA:

Matthew Tolan  
Notary Public in and for the State of Iowa

Robert M. Green, Mayor

Attest:

Jacqueline Daniels, MMC, City Clerk



# Exhibit A: Private Light Pole Relocation





**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:** Luke Andreasen, PE

**DATE:** June 5, 2023

**SUBJECT:** North Cedar Heights Area Reconstruction – Phase 1A  
City Project Number: RC-092-3271  
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Dave Schmitt Construction for the construction of the North Cedar Heights Area Reconstruction Phase 1A.

This project will reconstruct West Ridgewood Drive from (and including part of) Greenwood Avenue to Cherry Lane. Work includes reconstruction of water main, storm and sanitary sewers, slope repairs, installation of new 8" subdrain, asphalt pavement with concrete curb and/or edging, and concrete intersections.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Dave Schmitt Construction for the North Cedar Heights Area Reconstruction – Phase 1A.

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

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



## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this 18<sup>th</sup> day of May, 2023, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and John Berns of Dase Schmitt Construction, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: NORTH CEDAR HEIGHTS AREA RECONSTRUCTION PHASE 1A PROJECT, Project No. RC - 092 - 3271 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 1<sup>st</sup> day of May 2023, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RC - 092 - 3271 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution Ordering Construction of the Improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-Collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.



Contractor

CITY OF CEDAR FALLS, IOWA

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

Attest: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

## Performance, Payment and Maintenance Bond

SURETY BOND NO. 54251181

### KNOW ALL BY THESE PRESENTS:

That we, Dave Schmitt Construction Co., Inc., as Principal (hereinafter the "Contractor") or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million Six Hundred Thirty Three Thousand Five Hundred Sixty Three Dollars and Forty One Cents (\$2,633,563.41), 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 the date of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

### North Cedar Heights Area Reconstruction Phase 1A Project Project RC - 092 - 3271

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

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

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

forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

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

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

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

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside

experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

When a word, 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 - 092 - 3271Witness our hands, in triplicate, this 18<sup>th</sup> day of May, 2023.

Surety Countersigned By:

**PRINCIPAL:**\_\_\_\_\_  
Signature of Agent\_\_\_\_\_  
Printed Name of Agent

Dave Schmitt Construction Co., Inc.

\_\_\_\_\_  
Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**SURETY:** Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

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

Waukeee, IA 50263

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

(515) 223-6800

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

United Fire &amp; Casualty Company

\_\_\_\_\_  
Surety Company

By:

\_\_\_\_\_  
Signature Attorney-in-Fact Officer

Anne Crowner

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

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

2727 Grand Prairie Parkway

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

Waukeee, IA 50263

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

(515) 223-6800

\_\_\_\_\_  
Company Telephone Number**FORM APPROVED BY:**\_\_\_\_\_  
Attorney for Owner**NOTE:**

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





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Dept.  
 118 Second Item 26.  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, DIONE R. YOUNG, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JOE TIERNAN, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022



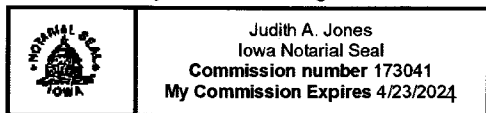
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this \_\_\_\_\_ day of \_\_\_\_\_.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Item 26.

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

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

PRODUCER Holmes Murphy & Associates - CR  201 First Street SE, Suite 700  Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Kary Markham PHONE (A/C, No, Ext): 319-896-7710 E-MAIL: kmarkham@holmesmurphy.com ADDRESS:	FAX (A/C, No):
INSURED Dave Schmitt Construction Co. Inc.  250 50th Ave SW  Cedar Rapids, IA 52404		INSURER(S) AFFORDING COVERAGE INSURER A: UNITED FIRE & CAS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13021

**COVERAGES**

CERTIFICATE NUMBER: 68771598

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60536703	01/01/23	01/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60536703	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60536703	01/01/23	01/01/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	30304581	01/01/23	01/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment			60536703	01/01/23	01/01/24	Limit 450,000
A	Installation			60536703	01/01/23	01/01/24	Limit 700,000
A	Transportation			60536703	01/01/23	01/01/24	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: North Cedar Heights Area Reconstuction- Phase 1A #RC-092-3271

City of Cedar Falls is Additional Insured on General Liability as required by written contract with the insured, per policy terms and conditions

The General Liability and Workers Compensation includes a Waiver of Subrogation in favor of Additional Insured as required by written contract with the insured, per policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Cedar Falls

220 Clay Street

Cedar Falls, IA 50613

USA

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

Collin Forst

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 60536703

COMMERCIAL MULTIPLE LINE  
IL 70 84 06 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

Name of Organization:

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule 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 Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
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 organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.
5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

POLICY NUMBER: 60536703

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE****Name Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Countersigned By \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT****COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You -- Including Upstream Parties
- \* Contractors Blanket Additional Insured - Products - Completed Operations Coverage -- Including Upstream Parties
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### 2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

##### 4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added:

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

##### j. **Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## **2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## **3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

### **2. Exclusions**

This insurance does not apply to:

#### **p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

## **4. COVERAGE G - PRODUCT RECALL EXPENSE**

### **a. Insuring Agreement**

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (**Section I**) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES COVERAGE A–BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II - WHO IS AN INSURED****A. The following change is made:****Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. The following provisions are added:****4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### **6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
  - i. The expiration of the period of time required by the "written contract"; or
  - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

**7. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - i. The exceptions contained in Sub-paragraphs d. or f.; or
    - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**9. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

## **12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

## **13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

## **SECTION III - LIMITS OF INSURANCE**

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B**; and

d. Damages under **Coverage H**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under **Coverage H** for **Water Damage Legal Liability**.

**9. Coverage G - Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

**10. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**11. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

**SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

- A. The following conditions are amended:

**1. Knowledge of Occurrence**

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

**(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).**(a) is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.



B. The following are added:

10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. **Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. **Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. **Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to **Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. **Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

## **SECTION V – DEFINITIONS**

A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "Bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item 9. "Insured contract" c. is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item 9. "Insured Contract" f.(1) is deleted

E. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
  - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
  - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- d. Transportation and accommodation expense incurred by your employees.
- e. Rental expense incurred for temporary locations used to store recalled products.
- f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- g. Transportation expenses incurred to replace recalled products.
- h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- a. Is currently in effect or becoming effective during the term of this policy; and
- b. Was executed prior to:
  - (1) The "bodily injury" or "property damage"; or
  - (2) The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.

**FORM OF PROPOSAL  
NORTH CEDAR HEIGHTS AREA RECONSTRUCTION  
PHASE 1A PROJECT  
PROJECT NO. RC - 092 - 3271  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that Dave Schmitt Construction have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the NORTH CEDAR HEIGHTS AREA RECONSTRUCTION PHASE 1A PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY DIV 1-3
1	CLEARING AND GRUBBING	UNIT	142.7
2	CLEARING AND GRUBBING	AC	0.3
3	GRUBBING (BY AREA)	AC	1
4	TOPSOIL, CONTRACTOR PROVIDED	CY	534
5	TOPSOIL, CONTRACTOR PROVIDED, SLOPE REPAIR	CY	1050
6	EXCAVATION, CLASS 10, WASTE	CY	1764

BID ITEM #	DESCRIPTION	UNITS	QUANTITY DIV 1-3
7	EXCAVATION, CLASS 10, SLOPE REPAIR	CY	4395
8	EXCAVATION, CLASS 10, BORROW, SLOPE REPAIR	CY	7978
9	EXCAVATION, CLASS 10, WASTE, SLOPE REPAIR	CY	1565
10	EXCAVATION, CLASS 13	CY	10
11	SUBGRADE PREPARATION, 12 IN.	SY	3889
12	SUBGRADE TREATMENT, GEOGRID	SY	100
13	SUBBASE, MODIFIED 6 IN.	SY	203
14	SUBBASE, MODIFIED 12 IN.	SY	4333
15	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TON	100
16	TEMPORARY SHORING	LS	1
17	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	1166
18	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 8 IN.	LF	206
19	SANITARY SEWER SERVICE	LF	141
20	SANITARY SEWER PIPE INSULATION	LF	104
21	REMOVAL OF SANITARY SEWER	LF	975
22	SANITARY SEWER CLEAN OUT	EACH	1
23	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	221
24	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	175
25	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	108
26	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF	122
27	18" RCP APRON 4030.222	EACH	1

BID ITEM #	DESCRIPTION	UNITS	QUANTITY DIV 1-3
28	24" RCP APRON 4030.222	EACH	4
29	RCP APRON FOOTINGS 4030.221	EACH	5
30	SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.	LF	1764.5
31	SUBDRAIN, 6 IN. DIA. DR- 303, TYPE 11	LF	995.7
32	SUBDRAIN OUTLETS, CFD.01	EACH	14
33	SUBDRAIN OUTLETS, 4040.233	EACH	1
34	SUBDRAIN TAP, 6"	EACH	14
35	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	1902.68
36	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	5
37	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	14
38	FITTINGS BY WEIGHT, DUCTILE IRON	LBS	3734.3
39	WATER SERVICE, 1 IN	LF	192
40	WATERMAIN ABANDONMENT, CAP	EACH	10
41	WATERMAIN REMOVAL	LF	60
42	VALVE, GATE, DIP, 8 IN	EACH	8
43	FIRE HYDRANT ASSEMBLY	EACH	4
44	HYDRANT ASSEMBLY, REMOVAL	EACH	3
45	MANHOLE, 6010.301, 48 IN.	EACH	8
46	MANHOLE, 6010.301, 60 IN.	EACH	3
47	MANHOLE, 6010.401, 48 IN.	EACH	1

BID ITEM #	DESCRIPTION	UNITS	QUANTITY DIV 1-3
48	MANHOLE, 6010.401, 60 IN.	EACH	1
49	INTAKE, 6010.505	EACH	5
50	INTAKE, 6010.510	EACH	1
51	DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL	EACH	2
52	REMOVALS, MANHOLE OR INTAKE	EACH	8
53	PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.	SY	581
54	CURB AND GUTTER, SLOPED, 4 IN.	LF	1280
55	CURB AND GUTTER, DROPPED, 0 IN.	LF	1715
56	TEMPORARY PAVEMENT, 6" PCC	SY	126
57	7" HMA ST	SY	2166.7
58	REMOVAL OF DRIVEWAY	SY	196.7
59	DRIVEWAYS, PCC, 6 IN.	SY	196.7
60	CLASS A ROADSTONE	TON	21.2
61	REMOVAL OF PAVEMENT	SY	3116.2
62	REMOVAL OF GUARDRAIL	LF	76
63	TRAFFIC CONTROL	LS	1
64	LIGHT POLES, REMOVE	EACH	1
65	LIGHT POLES, 28' METAL POLE W/ DIRECT BURIED AND 6' MAST ARM	EACH	2
66	ELECTRICAL CIRCUITS	LF	35
67	SAFETY CLOSURE	EACH	10
68	TYPE A SIGNS, SHEET ALUMINUM	SF	45.5
69	PERFORATED SQUARE STEEL TUBE POSTS	LF	50
70	PERFORATED SQUARE STEEL TUBE ANCHOR	EACH	5
71	REMOVE & REINSTALL OF TYPE A SIGN ASSEMBLY	EACH	4
72	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	1



BID ITEM #	DESCRIPTION	UNITS	QUANTITY DIV 1-3
73	WATERING	MGAL	50
74	SEEDING, FERTILIZING, AND MULCHING FOR HYDRO- SEEDING, TYPE 4	ACRE	1.2
75	SEEDING, AND MULCHING FOR HYDRAULIC SEEDING, WILDFLOWER SEED	ACRE	1.2
76	SOD	SQ	109
77	TEMPORARY RECP, TYPE 3B	SY	5949
78	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	3159
79	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	3159
80	REVTMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.111	TON	175
81	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	836
82	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	836
83	CONSTRUCTION ENTRANCE	SY	55
84	TURF REINFORCEMENT MATting (TYPE 3)	SQ	4
85	INTAKE PROTECTION, SEDIMENT CONTROL DEVICE, 9 IN.	EACH	9
86	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE CONTROL DEVICE	EACH	9
87	REMOVAL OF EXISTING LANDSCAPING	LS	1
88	REMOVE AND REINSTALL RETAINING WALL, AS PER PLAN	SF	184
89	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	8

BID ITEM #	DESCRIPTION	UNITS	QUANTITY DIV 1-3
90	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1
91	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1
92	GRATE INTAKE SEDIMENT FILTER BAG	EA	12
93	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EA	12
94	REMOVAL OR GRATE INTAKE SEDIMENT FILTER BAG	EA	12
95	MOBILIZATION	LS	1
96	MAILBOX, REMOVE AND REINSTALL	EA	12
97	CONCRETE WASHOUT	LS	1
	<b>TOTAL BID</b>	<b>\$</b>	

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-97). The successful bidder will be determined by evaluating the Total Bid shown above which shall be done online via the QuestCDN website. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, emailed or delivered to the bidder within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% in the form of  
Bid Bond, is submitted herewith in accordance with the  
 Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. n/a Date n/a

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

Dave Schmitt Construction

By

Ben Hosch

Estimator

250 50th Ave SW, Cedar Rapids, Iowa 52404

Official Address

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:** Luke Andreasen, PE

**DATE:** May 23, 2023

**SUBJECT:** North Cedar Heights Area Reconstruction – Phase 1A  
 City Project Number: RC-092-3271  
 Warranty Deeds

The City of Cedar Falls will be reconstructing the residential roads in the North Cedar Heights neighborhood over the next several years starting with parts of West Ridgewood Drive and Greenwood Avenue this coming Summer 2023 and Timber Drive starting Spring 2024. The street reconstruction will also include improvements to the water main, sanitary sewer, storm sewer, and slope stabilization. The first phase of this project required partial acquisition for new city ROW from eight properties. The City has closed on the following acquisitions:

Parcel #	Owner	Address	Acquisition Type
100	Charles and Becky Fairhurst	2125 Greenwood Avenue	Partial
102	Jeffrey Byrd	2204 Greenwood Avenue	Partial
206	Eric and Karen Dowell	2435 Greenwood Avenue	Partial

Attached are plan sheets that show the acquisitions and where these properties can be identified by address.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the warranty deed for this property acquisition.

If you have any questions or need additional information, please feel free to contact me.

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

**TRUSTEE WARRANTY DEED  
Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** Becky Kae Haes Fairhurst, Trustee

**Return Document To:** City Clerk, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:** Charles Lloyd Fairhurst and Becky Kae Haes Fairhurst as co-trustees of Fairhurst Trust dated May 9, 2012

**Grantees:** City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



## TRUSTEE WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Charles Lloyd Fairhurst and Becky Kae Haes Fairhurst, Co-Trustees of Fairhurst Trust dated May 9, 2012, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See legal description and acquisition plat attached

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The grantor hereby covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

The grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 5-17-2023.

Fairhurst Trust dated May 9, 2012

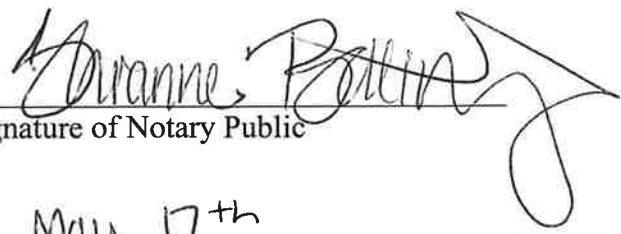
By Charles Lloyd Fairhurst  
Charles Lloyd Fairhurst, as Trustee

By Becky Kae Haes Fairhurst  
Becky Kae Haes Fairhurst, as Trustee

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on May 17<sup>th</sup>, 2023, by Charles Lloyd Fairhurst, Trustee of the above-entitled trust.



  
Signature of Notary Public

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on May 17<sup>th</sup>,  
2023, by Becky Kae Haes Fairhurst, Trustee of the above-  
entitled trust.

  
Signature of Notary Public

Index Legend	
Location:	Part of Lot 4 of Cedar Heights "Division D" in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Charles Lloyd Fairhurst and Becky Kae Haes Fairhurst, Trustees of the Fairhurst Trust Dated May 9, 2012
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To:	AECOM, mike.fagle@aecom.com - 319-874-6595

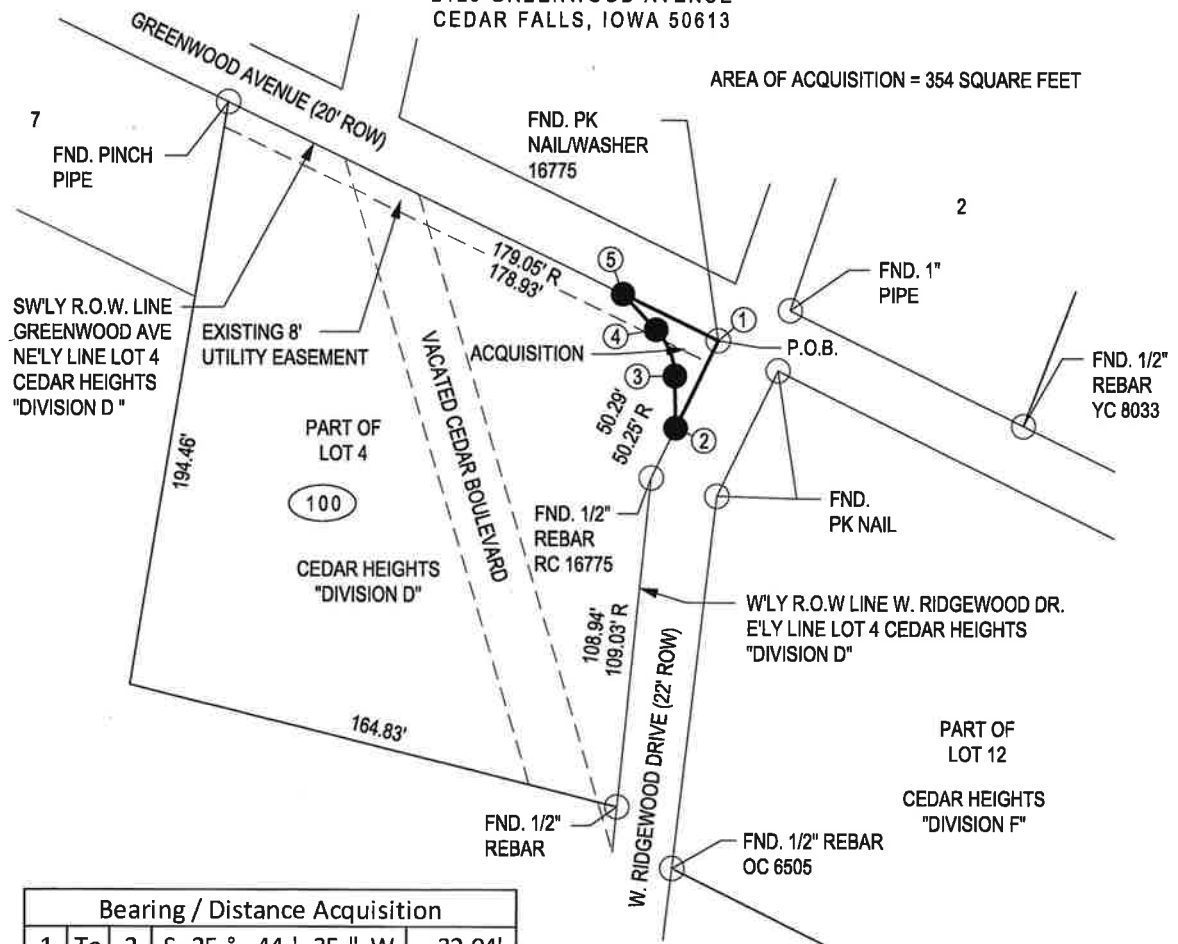
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## ACQUISITION PLAT ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

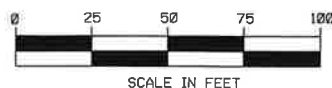
OWNER: CHARLES LLOYD FAIRHURST AND BECKY KAE HAES FAIRHURST,  
TRUSTEES OF THE FAIRHURST TRUST DATED MAY 9, 2012  
2125 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613



Bearing / Distance Acquisition				
1	To	2	S 25 ° 44 ' 35 " W	32.04'
2	To	3	N 01 ° 10 ' 46 " W	17.17'
3	To	4	R = 23.00' L = 16.80' LC = 22°08'04" W 16.43'	
4	To	5	N 43 ° 03 ' 17 " W	16.11'
5	To	1	S 64 ° 04 ' 56 " E	34.98'

- = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505
- = PROPERTY CORNER FOUND (AS NOTED)

REVISED MAY 8, 2023



**AECOM**

447.40' R = RECORD

SHEET 1 OF 2



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

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is 05-08-2023

350

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

ACQUISITION PLAT

Item 27.

ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 100:

A parcel of land situated in part of Lot 4 of Cedar Heights "Division D", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeasterly corner of said Lot 4; thence South  $25^{\circ}44'35''$  West (assumed bearing for the purpose of this description) along the Easterly line of said Lot 4, also being the Westerly right-of-way line of West Ridgewood Drive, 32.04 feet; thence North  $01^{\circ}10'46''$  West, 17.17 feet to the beginning of a curve concave Southwesterly and having a 23.00-foot radius and a 16.43-foot long chord bearing North  $22^{\circ}08'04''$  West; thence Northwesterly along said curve, 16.80 feet; thence North  $43^{\circ}03'17''$  West, 16.11 feet to the Northeasterly line of said Lot 4, also being the Southwesterly right of way line of Greenwood Avenue; thence South  $64^{\circ}04'56''$  East along the Northeasterly line of said Lot 4, also being the Southwesterly right of way line of Greenwood Avenue, 34.98 feet to the Point of Beginning.

Containing 354 Square Feet.

**WARRANTY DEED**  
(Several Grantors)  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** City Clerk, 220 Clay Street, Cedar Falls, IA 50613

**Return Document To:** City Clerk, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:** Eric N. Dowell and Karen M. Dowell, husband and wife

**Grantees:** City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



## WARRANTY DEED (Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Eric N. Dowell and Karen M. Dowell, husband and wife, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See attached Legal Description and Acquisition Plat

There is no known burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 5/18/23

Eric N. Dowell  
Eric N. Dowell, Grantor

Karen M. Dowell  
Karen M. Dowell, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on May 18<sup>th</sup>, 2023 by  
Eric N. Dowell and Karen M. Dowell, husband and wife



Shianne Bellinger  
Signature of Notary Public

Index Legend	
Location:	Part of Lots 6 & 7 in Cedar Heights Division G in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Eric & Karen Dowell
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To:	AECOM, mike.fagle@aecom.com - 319-874-6595

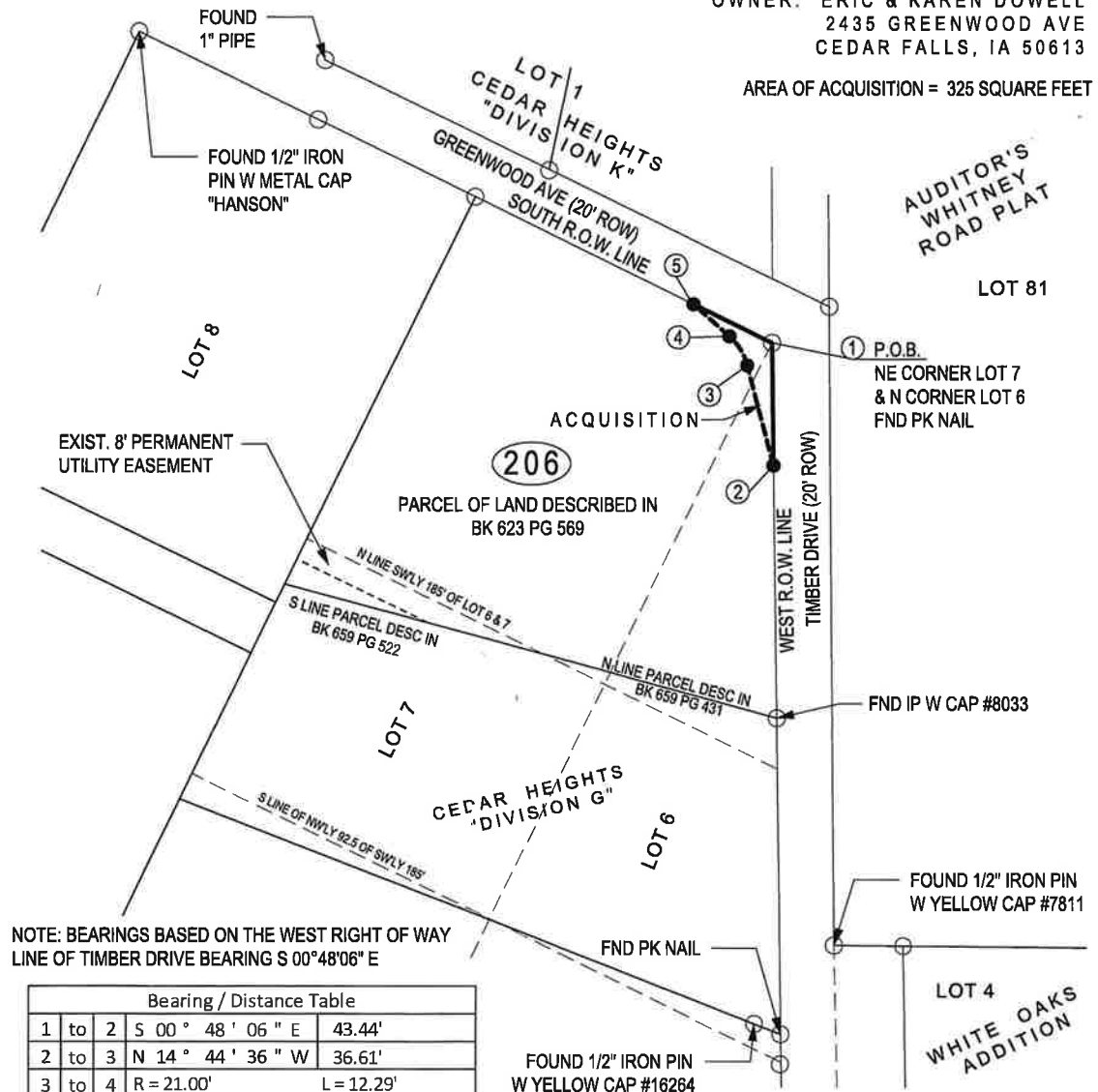
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-8531

**ACQUISITION PLAT**  
**ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
**CEDAR HEIGHTS AREA**  
**RECONSTRUCTION PROJECT**  
**CEDAR FALLS, IOWA**  
**CITY PROJECT NO. RC-09-3271**

PROJECT PARCEL 206

OWNER: ERIC & KAREN DOWELL  
 2435 GREENWOOD AVE  
 CEDAR FALLS, IA 50613

AREA OF ACQUISITION = 325 SQUARE FEET

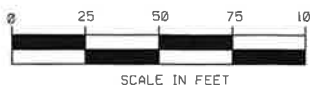


NOTE: BEARINGS BASED ON THE WEST RIGHT OF WAY  
 LINE OF TIMBER DRIVE BEARING S 00°48'06" E

Bearing / Distance Table			
1	to	2	S 00° 48' 06" E 43.44'
2	to	3	N 14° 44' 36" W 36.61'
3	to	4	R = 21.00' L = 12.29' LC = N 31°30'25" W CH L = 12.11'
4	to	5	N 48° 16' 13" W 17.03'
5	to	1	S 63° 50' 11" E 30.92'

- = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505
- = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)

**AECOM**



SCALE IN FEET



REVISED MAY 18, 2023



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

5-18-2023  
Date

MICHAEL R. FAGLE  
 License number 8505  
 My license renewal date is Dec 31, 2024  
 Pages to be divided by this

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ACQUISITION PLAT  
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 27.

PROJECT PARCEL 206

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 206:

A parcel of land situated in Lots 6 & 7 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of Lot 7 of said Cedar Heights Division G, thence South  $00^{\circ}48'06''$  East along the West Right of Way of Timber Drive, 43.44 feet; thence North  $14^{\circ}44'36''$  West, 36.61 feet to the beginning of a curve concave Southwesterly with a 21.00 foot radius and 12.11 foot long chord bearing North  $31^{\circ}30'25''$  West, thence along said curve a distance of 12.29 feet; thence North  $48^{\circ}16'13''$  West, 17.03 feet to the South Right of Way line of Greenwood Avenue; thence South  $63^{\circ}50'11''$  East along said South Right of Way line, 30.92 feet to the Point of Beginning.

Containing 325 Square Feet.

**WARRANTY DEED**  
(Several Grantors)  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** City Clerk, 220 Clay Street, Cedar Falls, IA 50613

**Return Document To:** City Clerk, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:** Jeffrey J. Byrd and Wayne A. Twitchell, a married couple

**Grantees:** City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



## WARRANTY DEED

(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Jeffrey J. Byrd and Wayne A. Twitchell, a married couple, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See attached Legal Description and Acquisition Plat

There is no known burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: MAY - 19 - 2023

Jeffrey J. Byrd  
Jeffrey J. Byrd, Grantor

Wayne A. Twitchell  
Wayne A. Twitchell, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on May 19th, 2023 by Jeffrey J. Byrd and Wayne A. Twitchell, a married couple.



Shianne R. Bellinger  
Signature of Notary Public

Index Legend	
Location:	Part of Lot 2 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Jeffery J. Byrd
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

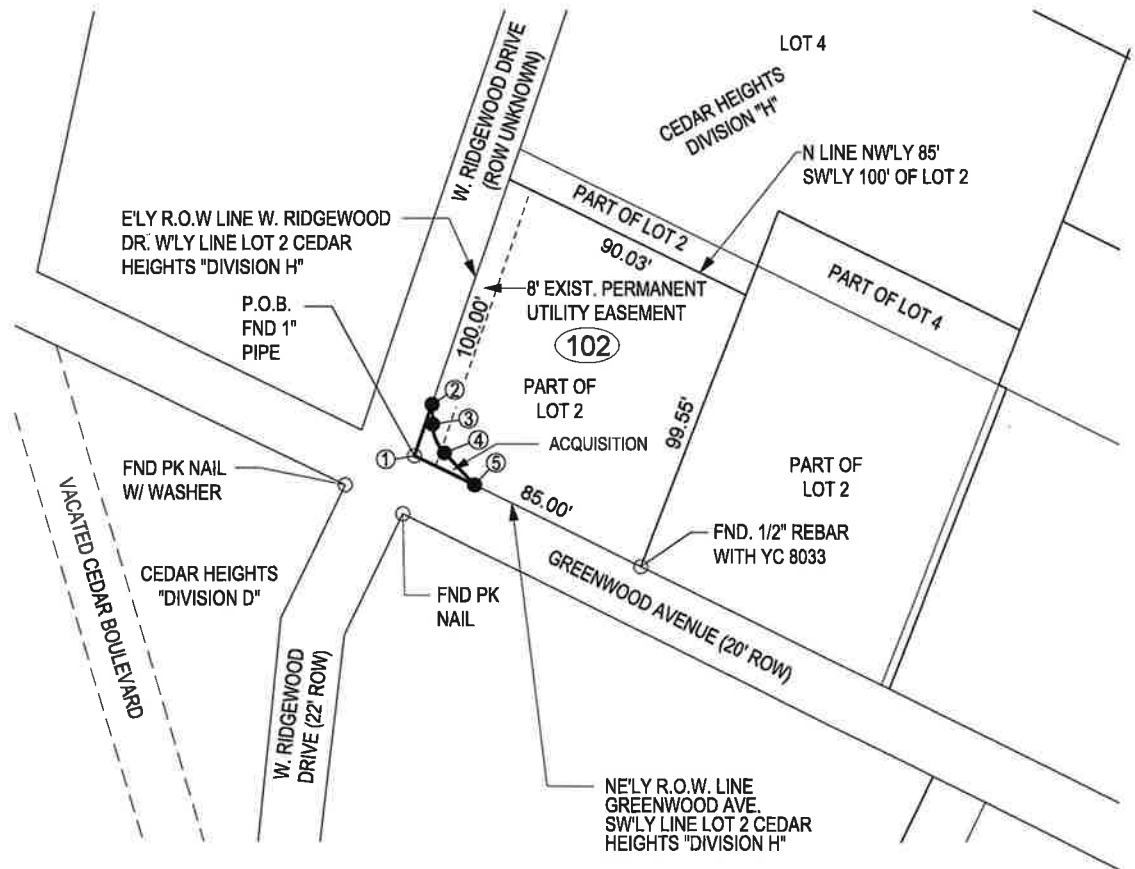
## ACQUISITION PLAT ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

OWNER: JEFFERY J. BYRD  
2204 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 102

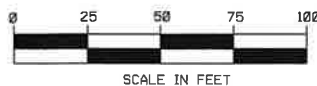
AREA OF ACQUISITION = 128 SQUARE FEET



Bearing / Distance Acquisition					
1	To	2	N 18° 41' 50" E	18.69'	
2	To	3	S 01° 12' 52" E	6.83'	
3	To	4	R = 15.00' L = 10.95'		
			LC = S 22°08'04" E	10.71'	
4	To	5	S 43° 03' 17" E	15.03'	
5	To	1	N 63° 52' 05" W	22.76'	

- = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505
- = PROPERTY CORNER FOUND (AS NOTED)

REVISED MAY 11, 2023



**AECOM**



SHEET 1 OF 2



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

*Michael R. Fagle* 05-11-2023  
MICHAEL R. FAGLE Date  
License number 8505  
My license renewal date is December 31, 2024  
Pages or sheets covered by this SHEETS 1 AND 2 OF 2

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ACQUISITION PLAT  
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 102

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

## Description Acquisition Parcel 102:

A parcel of land situated in part of Lot 2 of Cedar Heights "Division H",  
City of Cedar Falls, County of Black Hawk, State of Iowa, more  
particularly described as follows:

Beginning at the Southwesterly corner of said Lot 2; thence North  
18°41'50" East (assumed bearing for the purpose of this description)  
along the Westerly line of said Lot 2, also being the Easterly right-of-way  
line of West Ridgewood Drive, 18.96 feet; thence South 01°12'52" East,  
6.83 feet to the beginning of a curve concave Northeasterly and having  
a 15.00-foot radius and a 10.71-foot long chord bearing South 22°08'04"  
East; thence Southeasterly along said curve, 10.95 feet; thence South  
43°03'17" East, 15.03 feet to the Southwesterly line of said Lot 2, also  
being the Northeasterly right-of-way line of Greenwood Avenue; thence  
North 63°52'05" West along the said right-of-way line, 22.76 feet to the  
Point of Beginning.

Containing 128 Square Feet.

**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:** Luke Andreasen, Principal Engineer

**DATE:** June 5, 2023

**SUBJECT:** Professional Services Agreement  
2023 Stormwater Planning  
Strand Associates, Inc.  
City Project Number: ST-000-3306

Please find attached the Professional Services Agreement with Strand Associates, Inc. which outlines the scope of services and costs for 2023 Stormwater Planning.

Strand Associates, Inc. was one of 5 engineering firms to submit an RFP and were unanimously scored number 1 by the four members of the proposal review panel. The enclosed agreement with Strand Associates Inc. provides for the methods of using current technology to model stormwater impacts to identify and prioritize drainage problems. These improvements will be broken down into a chronological (downstream to upstream) list of projects that can be incorporated into street reconstruction projects or be stand-alone projects themselves, as conditions warrant. Each project will have a construction cost estimate. This stormwater master plan will then be used to identify storm water projects for the Capital Improvements Plan each year. The fees of this agreement are based on hourly rates and fixed expenses and shall not exceed the total amount of \$275,000.00.

This project is currently programmed in the CIP for FY 2023. The project is currently budgeted at \$296,000.00. Programmed funds include \$221,000.00 of Federal and State Funding. The stormwater fund will cover the remaining balance.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Strand Associates, Inc. for the 2023 Stormwater Planning.

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

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





## DEPARTMENT OF PUBLIC WORKS

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

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

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

Item 28.

### PROFESSIONAL SERVICES AGREEMENT

#### 2023 Stormwater Planning Cedar Falls, Iowa City Project Number: ST-000-3306

**This Agreement** is made and entered by and between Strand Associates, Inc.<sup>®</sup>, 910 W. Wingra Drive, Madison, WI 53715, 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 opinions 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 will be providing opinions 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 opinions, 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 a fee of Two hundred seventy five thousand dollars (\$275,000).

Stormwater Planning Services	\$275,000
------------------------------	-----------

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 services for itself or others, whether or not such other projects or services are similar to the services 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 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.
- (g) This Agreement shall be in accordance with Exhibit D: Terms and Conditions for Federal Compliance.

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

**APPROVED FOR CLIENT**

**CITY OF CEDAR RAPIDS, IOWA**

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

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

**APPROVED FOR CONSULTANT**

**STRAND ASSOCIATES, INC.®**

  
\_\_\_\_\_  
Joseph M. Bunker, Corporate Secretary

Date: 5/24/23

## Exhibit A

### 2023 Stormwater Planning Cedar Falls, Iowa City Project Number ST-000-3306

#### Scope of Services

CONSULTANT will provide the following services to CLIENT.

#### Administration and Meetings

1. Participate in one in-person kickoff meeting, one in-person progress meeting to discuss the existing conditions model, one virtual progress meeting to discuss the alternative analysis, and one in-person presentation meeting.
2. Participate in one public information meeting including preparing a Microsoft PowerPoint presentation and compiling comments received at the meeting.
3. Create a project-specific survey form with text, photograph, and video upload capabilities using an online survey website. Provide link to CLIENT for posting on the City's website and/or for CLIENT distribution to a contact list. Survey link will be active for a three-month period at the beginning of the project. Download and compile responses received and provide a summary of comments received.

#### Existing Condition Stormwater Model

1. Request data from CLIENT for existing stormwater-related reports, existing stormwater best management practices (BMP) information, existing storm sewer conveyance system information (rim/invert elevations and pipe size/type) in geographic information system (GIS) format, and existing GIS files showing locations of existing stormwater BMPs. Review relevant existing reports and findings.
2. Develop hydrology parameters (watershed delineation, runoff curve numbers based on impervious area, and time of concentration) that will represent the watersheds to the storm sewer system. Hydrology inputs will be developed at up to 127, 245 (via Rain on Grid methodology), and 53 locations in the Downtown Drainage Basin, College Hill Drainage Basin, and Sunnyside Circle Drainage Basin, respectively. Prepare an existing conditions watershed, pervious/impervious, and soils map.
3. Prepare existing conditions XPSWMM two-dimensional (2D) modeling that incorporates the following for each watershed:
  - a. Downtown Drainage Basin

Model mainline storm sewer 18 inches in size or larger and lesser storm sewer sizes at key locations in the drainage basin consisting of 369 pipe segments, 116 manholes, five gatewells, 226 inlets, three stormwater pump



stations anticipated to have capacity to pump the flow reaching each pump station during the 100-year design storm even as a free outfall condition, and 17 outfalls. Inlet capacity will not be modeled except for four inlets at the intersection of the Walnut Street and 2nd Street intersection based on data received from CLIENT. The two tailwater scenarios described below will be run and a controlling scenario determined.

- (1) Tailwater at outfalls will be free outfall for the ten-year design storm event and Cedar River and Dry Run Creek Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) ten-year water surface elevation for the 100-year design storm event.
- (2) Gatewells closed and stormwater pump stations operating.

b. College Hill Drainage Basin

Model storm sewer consisting of 285 pipe segments, 51 manholes, 245 inlets, and 34 outfalls. Tailwater at outfalls will be free outfall for the ten-year design storm event and University Branch Dry Run Creek FEMA FIS ten-year water surface elevation for the 100-year design storm event. Inlet capacity at inlets will be modeled based on data received from CLIENT.

c. Sunnyside Circle Drainage Basin

Model mainline storm sewer 18 inches in size or larger and lesser storm sewer sizes at key locations in the drainage basin consisting of 152 pipe segments, 39 manholes, 105 inlets, and four outfalls. Tailwater at the Waterloo Road outfall will be free outfall for the ten-year design storm event and Dry Run Creek Diversion (2013 Letter of Map Revision [LOMR]) FEMA FIS ten-year water surface elevation for the 100-year design storm event. Inlet capacity will not be modeled except for 19 inlets in the vicinity of Sunnyside Circle, based on data received from CLIENT.

- d. Perform a critical duration evaluation in accordance with National Oceanic and Atmospheric Administration Atlas 14 Rainfall Amounts and Huff Rainfall Distribution (Bulletin 71).
- e. Prepare existing condition flood extent and depth mapping for the Downtown, College Hill, and Sunnyside Circle Drainage Basins for the ten-year and 100-year design storms events.
- f. Prepare a draft and final narrative describing the existing condition modeling results.

4. Run FEMA FIS Hydrologic Engineering Center's (HEC)-River Analysis System (RAS) models as follows.

- a. Sunnyside Circle Drainage Basin–Run the Dry Run Creek Diversion (2013 LOMR) HEC-RAS model to document the ten-year water surface elevation for use as a tailwater elevation during the 100-year design storm runs in XPSWMM.

- b. Bergstrom Boulevard Drainage Basin—Run the Tributary to Dry Run Creek FEMA FIS HEC-RAS model to document the 100-year existing conditions water surface elevations.

### Alternative Analysis

Using XPSWMM 2D, provide the following analysis.

1. Downtown Drainage Basin—Analyze the following alternatives using one tailwater scenario as agreed upon by CLIENT.
  - a. Alternative 1: Analyze potential storm sewer system mainline modifications to convey a ten-year design storm event. At unserved locations within the drainage basin, analyze up to 37 new storm sewer segments (equivalent to approximately ten percent of storm sewer segments modeled in the drainage basin) to convey a ten-year design storm event. Additional inlets needed to potentially convey the ten-year design storm will be calculated based on a desktop analysis.
  - b. Alternative 2: In addition to Alternative 1 storm sewers, analyze up to four detention basins (traditional above ground, underground, or storage beneath permeable alleys utilizing CLIENT's Sustainable Watershed Evaluation process) seeking to keep 100-year design storm flows within CLIENT's right-of-way. Additional inlets needed to potentially convey the 100-year design storm at up to four locations will be calculated based on a desktop analysis.
  - c. Alternative 3: In addition to Alternative 1 storm sewers, analyze upsizing up to 74 storm sewer segments (equivalent to approximately 20 percent of storm sewer segments modeled in the drainage basin) seeking to keep 100-year design storm flows within CLIENT's right-of-way. Additional inlets needed to potentially convey the 100-year design storm will be calculated based on a desktop analysis.
2. College Hill Drainage Basin—Analyze the following alternatives.
  - a. Alternative 1: Analyze potential storm sewer system modifications to convey a ten-year design storm event. At unserved locations within the drainage basin, analyze up to 29 new storm sewer segments (equivalent to approximately ten percent of storm sewer segments in the drainage basin) to convey a ten-year design storm event. Additional inlets needed to potentially convey the ten-year design storm will be incorporated into the model.
  - b. Alternative 2: In addition to Alternative 1 storm sewers, analyze up to four detention basins (traditional above ground, underground, or storage beneath permeable alleys utilizing our Sustainable Watershed Evaluation process) seeking to keep 100-year design storm flows within CLIENT right-of-way. Additional inlets needed to potentially convey the 100-year design storm at up to four locations will be incorporated into the model.



- c. Alternative 3: In addition to Alternative 1 storm sewers, analyze upsizing up to 57 storm sewer segments (equivalent to approximately 20 percent of storm sewer segments in the drainage basin) seeking to keep 100-year design storm flows within CLIENT right-of-way. Additional inlets needed to potentially convey the 100-year design storm at up to 25 locations will be incorporated into the model.
  - d. Alternative 4: Analyze removal of the Franklin Street culvert using the effective University Branch of Dry Run Creek FEMA FIS HEC-RAS model. Provide a table comparing the changes in water surface elevation in comparison to existing conditions.
3. Sunnyside Circle Drainage Basin—Analyze the following alternatives.
- a. Alternative 1: Analyze up to 38 storm sewer system mainline segment (equivalent to approximately 25 percent of storm sewer segments modeled in the drainage basin) modifications in the vicinity of Sunnyside Circle to convey a ten-year design storm event. Additional inlets needed to potentially convey the ten-year design storm will be calculated based on a desktop analysis.
  - b. Alternative 2: In addition to Alternative 1 storm sewers, analyze up to four detention basins (traditional above ground, underground, or storage beneath permeable alleys utilizing our Sustainable Watershed Evaluation process) seeking to keep 100-year design storm flows within CLIENT right-of-way in the vicinity of Sunnyside Circle. Additional inlets needed to potentially convey the 100-year design storm at up to four locations will be calculated based on a desktop analysis.
  - c. Alternative 3: In addition to Alternative 1 storm sewers, analyze upsizing up to 30 storm sewer segments (equivalent to approximately 20 percent of storm sewer segments modeled in the drainage basin) seeking to keep 100-year design storm flows within CLIENT right-of-way. Additional inlets needed to potentially convey the 100-year design storm will be calculated based on a desktop analysis.
  - d. Alternative 4: Analyze upsizing existing culverts at Melrose Court, Fairview Drive, and Valley Park Drive seeking to create a lower tailwater condition at the outfalls from the Sunnyside Circle Drainage Basin utilizing the Dry Run Creek Diversion (2013 LOMR) HEC-RAS model. Modify Alternative 3 upsized storm sewers with new storm sewer sizes accounting for the lower tailwater condition. Provide a table comparing the two tailwater elevation conditions.
4. Prepare flood extent and depth mapping for the ten- and 100-year design storm events for ten alternatives. No flood extent mapping will be provided for College Hill Drainage Basin Alternative 4.

5. Provide a narrative, figure, and opinion of probable construction cost for each of the alternatives. In the Downtown and Sunnyside Circle Drainage Basins, the number and cost of inlets to match the proposed pipe capacity will be based on a desktop analysis using an anticipated inlet capacity.
6. Provide a green infrastructure opportunities map showing potential locations of green infrastructure that could be pursued by CLIENT in the future to complement flood control alternatives in the Downtown Drainage Basin, College Hill Drainage Basin, and Sunnyside Circle Drainage Basin.

Using the effective Unnamed Tributary to Dry Run Creek FEMA FIS HEC-RAS model, provide the following analysis. It is assumed that on-line storage is not incorporated in the FEMA FIS HEC-RAS model that has been requested from FEMA.

1. Bergstrom Boulevard Basin—Analyze the following alternatives.
  - a. Alternative 1: Analyze potential upsizing of the existing culvert across S. Main Street seeking to convey the 100-year FEMA FIS flow without road overtopping.
  - b. Alternative 2: Analyze potential channel modifications from S. Main Street to Convair Lane seeking to convey the 100-year FEMA FIS flow without road overtopping at Convair Lane.
  - c. Alternative 3: Analyze potential improvements included in Alternatives 1 and 2 in addition for potential upsizing of existing culverts across Convair Lane, Heritage Road, Devlin Circle, Southlawn Road, and a private drive seeking to convey the 100-year FEMA FIS flow without road overtopping at modeled culverts.
2. Prepare flood extent and depth mapping for the ten- and 100-year design storm events for each alternative.
3. Provide a narrative, figure, and opinion of probable construction cost for each of the alternatives. Provide a table and profile figure comparing the existing condition water surface elevations and proposed alternatives conditions water surface elevation along the Unnamed Tributary to Dry Run Creek.

#### Stormwater Report

Prepare a stormwater report and submit to CLIENT in draft and final format documenting plan services including narrative, maps, and potential improvements. Provide one portable document format file of the draft and final report. Provide a list of potential funding sources available for the future CLIENT-selected projects.



### **Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement with CLIENT.

1. Existing condition stormwater model calibration.
2. Flood extents and depth maps for design storms.
3. FEMA LOMR application.
4. Stormwater pumping stations assessment.
5. Inlet capacity modeling and calculations and lateral storm sewer modeling and sizing in the Downtown and Sunnyside Drainage Basins unless described in Scope of Services.
6. Stormwater detention to offset increases in peak discharge due to conveyance improvements unless described in Scope of Services.

### **CLIENT Responsibilities**

In addition to those items found in the associated Professional Services Agreement, CLIENT shall be responsible for the following:

1. Field surveying stormwater conveyance features to be modeled in the Downtown, College Hill, and Sunnyside Circle drainage basins including storm manholes, storm inlets (Downtown—Four at Walnut Street and 2nd Street intersection, College Hill—All, Sunnyside Circle—19), storm outfalls, and stormwater BMPs. Specific inlet information is needed regarding inlets to be modeled in the Downtown, College Hill, and Sunnyside Circle Drainage Basins.
2. Providing the most recent version of the following:
  - a. Flood Emergency Response Activities and Anticipated Impacts, City of Cedar Falls document dated April 27, 2021.
  - b. List of and information regarding existing CLIENT peak discharge control BMPs to be modeled, if any.
  - c. List of and information regarding existing privately-owned peak discharge control BMPs to be modeled, if any.
  - d. Stormwater system GIS shapefiles including manholes, inlets, piping, outfalls, and BMPs. GIS shapefiles shall be populated with field surveying information collected by CLIENT for stormwater conveyance features to be modeled in the Downtown, College Hill, and Sunnyside Circle watersheds.

- e. Most recent light detection and ranging data.
- f. Most recent aerial photography mapping with fourth band data.
- g. Planimetrics of buildings and other features.
- h. Most recent impervious GIS shapefile.
- i. Sanitary and watermain systems.
- j. Wetland mapping.
- k. Parcel mapping.
- l. Existing land use, proposed land use, and zoning mapping.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of June 5, 2023. Services are scheduled for completion on March 29, 2024. Schedule is based on receipt of information listed under **CLIENT Responsibilities** by June 16, 2023.



**Exhibit B**

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**2023 Stormwater Planning  
Cedar Falls, Iowa  
City Project Number ST-000-3306**

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Original 12/13/11  
Revision 01/31/17

**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. Professional Liability: 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 Professional Liability 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).

**Professional Liability:** \$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</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:		<b>FAX</b> (A/C, No):	
<b>INSURED</b> Business Name 123 Main Street Anytown, IA 0000		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Carrier should reflect rating of A-, VIII or better INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			<b>NAIC #</b>

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDL. SUBR. INSR. W/OUT	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<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 - COMP/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> 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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> 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? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISABL - 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.

### CERTIFICATE HOLDER

### CANCELLATION

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

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

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



**Exhibit C**

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**2023 Stormwater Planning  
Cedar Falls, Iowa  
City Project Number ST-000-3306**

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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.

Strand Associates, Inc.®  
Project No. 7273.001

2023 Stormwater Planning  
Cedar Falls, Iowa  
City Project Number: ST-000-3306

Item 28.

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**Exhibit D**

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**2023 Stormwater Planning  
Cedar Falls, Iowa  
City Project Number ST-000-3306**

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**TERMS AND CONDITIONS FOR FEDERAL COMPLIANCE**

## Terms and Conditions for Federal Compliance

### CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

State of Iowa agencies receive federal funding. As a recipient of federal funds, State of Iowa agencies and their subrecipients must adhere to federal legislation passed by Congress as well as codified regulations implemented through administrative requirements when executing the funding.

Specific to the Code of Federal Regulations (CFR) Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, specific language must be included in agreement articles, contracts, memorandums of understanding, and letters of agreement. Detailed in 2 CFR Part 200 Appendix II, in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by a non-Federal entity under the Federal awards must contain provisions covering the following, as applicable.

#### Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier, up to the non-Federal award.

#### Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States")

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30

FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### **Procurement of Recovered Materials**

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



## Termination

### Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

- In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
- The Contractor fails to comply with confidentiality laws or provisions;
- The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

### Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
- Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- Contractor terminates or suspends its business; Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
- Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

- Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
  - Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
  - Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
  - Making an assignment for the benefit of creditors;
  - Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
  - Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

#### Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

#### Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
- If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- If the Agency's duties, programs or responsibilities are modified or materially altered; or
- If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.



#### **Limitation of the State's Payment Obligations**

In the event of termination of this Contract for any reason by either party (except for termination by the Agency), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- The payment of unemployment compensation to Contractor's employees;
- The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

#### **Contractor's Termination Duties**

Upon receipt of notice of termination or upon request of the Agency, Contractor shall:

- Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
- Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
- Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

#### **Termination for Cause by Contractor**

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

## ACKNOWLEDGEMENTS AND ASSURANCES

### Access to Records

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Iowa, HSEMD, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, HSEMD and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

### Awarding Agency Seal, Logo, and Flags

The contractor shall not use the awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific agency preapproval.

### Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

### No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.


**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:** Luke Andreasen, Principal Engineer

**DATE:** June 5, 2023

**SUBJECT:** Professional Services Agreement  
 Prairie Parkway/Viking Road Inter  
 Snyder & Associates, Inc.  
 City Project Number: SW-232-3308

Please find attached the Professional Services Agreement with Snyder & Associates, Inc. which outlines the scope of services and costs for designing a three-legged roundabout and other improvements at the Prairie Parkway and Viking Road intersection.

Snyder & Associates, Inc. was selected from the City's list of qualified engineering consultants. The enclosed agreement with Snyder & Associates, Inc. provides for the design of the various intersection improvements. The fees of this agreement are based on hourly rates and fixed expenses and shall not exceed the total amount of \$393,100.

This project is currently programmed in the CIP for construction in FY 2025. The project is currently budgeted at \$3,000,000. Programmed funds include Tax Increment Financing (Pinnacle Prairie and South Cedar Falls). The City will also apply for a Traffic Safety Improvement Grant when the design plans are complete to hopefully cover part of the construction cost.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Snyder & Associates, Inc. for the Prairie Parkway/Viking Road Intersection Improvements project.

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

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



## 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

### PROFESSIONAL SERVICE AGREEMENT

**Prairie Parkway and Viking Road Intersection Improvements  
Cedar Falls, Iowa  
City Project Number: SW-232-3308**

**This Agreement** is made and entered by and between Snyder & Associates, Inc., 5005 Bowling Street SW Suite A, Cedar Rapids, IA 52404, 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 a fee of Three Hundred Ninety-Three Thousand One Hundred Dollars (\$393,100).

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: Lindsay Beaman

Printed Name: Robert M. Green

Printed Name: Lindsay Beaman

Title: Mayor of Cedar Falls

Title: Business Unit Leader

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

Date: May 25, 2023

## Exhibit A

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### Scope of Services Cedar Falls, Iowa City Project Number SW-232-3308

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Objective: The City seeks to design and reconstruct the intersection of Prairie Parkway and Viking Road with a roundabout and extend trail adjacent to the south side of Viking Road from west of Wal-Mart Drive to the Roundabout.

Background: The project includes the construction of a three-leg roundabout at the intersection of Prairie Parkway and Viking Road, landscape/hardscape improvements within the new roundabout, extension of a median west of the roundabout and west of Winterberry Drive, extending trail adjacent to the south side of Viking Road from west of Wal-Mart Drive to the Roundabout and utility relocations associated with the Prairie Parkway and Viking Road intersection improvements. A rough order of magnitude cost for the construction is \$3,200,000.

The Scope of Services to be performed by the CONSULTANT shall include the design and/or construction services and supplies to complete the following tasks:

1. Topographic Survey
2. Reconstruction of the Prairie Parkway & Viking Road Intersection as a three-leg multi-lane Roundabout
3. Full closure of the Prairie Parkway and Viking Road intersection with traffic detoured via Wal-Mart Dr, Brandilynn Blvd and Goldenrod Way for the duration of the project including the trail extension.
4. Viking Road median construction west of the roundabout
5. Landscape/hardscape improvements to the center of the proposed roundabout, approach splitter islands and from the back of curb to the ROW
6. Trail and sidewalk design
7. Upgrade of sidewalk ramps
8. Replacement of storm intakes impacted by the roundabout
9. Utility relocation coordination (e.g. overhead electrical lines) associated with roundabout impacts
10. Lighting/electrical improvements
11. Right-of-way/property acquisition assistance
12. Utility Coordination
13. Geotechnical Investigation & Report
14. Letting Assistance
15. Limited Construction Services

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### TASK A – PROJECT COMMUNICATIONS

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#### **1.0 Project Administration**

##### **1.1 Monitoring Project Schedule**

The CONSULTANT shall prepare and submit regular email updates (1-page or less), outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and

recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, the CONSULTANT shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the CLIENT with a desired response date noted to avoid delay of the CONSULTANT's services.

### **1.2 Monitoring Project Scope**

This includes task identification, scheduling, task assignment, relating all tasks to others, and coordination with other members of the project team. The CONSULTANT shall inform the CLIENT of any services required which may not be included in the scope of the design services contract approved by the CLIENT for this Project. It will be the responsibility of the CONSULTANT to make the CLIENT aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the CLIENT are eligible for compensation.

### **1.3 Project Review Meetings**

The CONSULTANT shall meet with the CLIENT or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The CONSULTANT shall keep documentation of all communications.

The following meetings are included with the scope of work (four total):

1. Kickoff - one (1) meeting (virtual)
2. DOT Design Review meeting (virtual)
3. Preliminary Design (50%) – one (1) meeting (in person)
4. DOT Design Review meeting (virtual)
5. Check Design (90%) - one (1) meeting (virtual)
6. DOT Review design meeting (virtual)

### **1.4 Quality Control Plan**

Establish review and checking procedures for project deliverables. Designate responsibility for the implementation of the plan.

### **1.5 Invoice Processing and Review**

Create, process, and review invoices to ensure they meet CLIENT standards and all necessary information is included. Coordinate with CLIENT staff as necessary and answer any questions. Verify percent work complete on project is in line with percent billed. Includes all other general project administration necessary to complete the project.

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## **TASK B – SURVEY, RIGHT-OF-WAY, ENVIRONMENTAL & OUTSIDE SERVICES**

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### **1.0 Design Surveys**

The CONSULTANT shall perform field and office tasks required to collect topographic information. The CLIENT shall provide aerial photographic and other available mapping, including utilities, of the Project area. This work is to be completed on the Deere & Company parcel within the proposed project limits to supplement survey that was completed by the CONSULTANT as part of a previous project in this area. The CLIENT shall obtain permission and provide direction as to when the property owned by Deere & Company can be surveyed. The specific survey tasks to be performed include the following:

#### **1.1 Control Surveys**

The CONSULTANT will establish horizontal and vertical control for the Project area to supplement survey that was completed by the CONSULTANT as part of a previous project in this area. Each permanent control point or



benchmark shall have horizontal coordinates or elevation, and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum. CONSULTANT shall provide sufficient control for construction. If it is determined by the CLIENT that control is insufficient, the CONSULTANT shall add control points.

### **1.2 Topographic Survey**

The CONSULTANT will perform topographic surveys required for the development of the project to supplement survey that was completed by the CONSULTANT as part of a previous project in this area. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, those listed below.

1. Private properties as determined by the CONSULTANT
2. Fences, signs buildings, etc.
3. Vegetation 4" in diameter and larger
4. Utility appurtenances (public and private) likely to be impacted by the project

### **1.3 Right-of-Way Surveys, Plats and Exhibits**

The CONSULTANT shall determine the location of existing Right-of-Way (ROW) and identify property owners adjacent to the project. This task consists of researching record documents at the City and County and locating existing monumentation (including, but not limited to, property pins, government corners, and other monuments) along the corridor. All found monuments shall be shown on the H sheets in contract drawings. The following lists the estimated number of acquisition documents. Preparation of additional documents beyond those listed below shall be an extra service. Provide 3 copies of each.

1. Right-of-way (fee title; plat signed by an LS) – 3
2. Permanent Utility easement (exhibit; signed by an LS) – 3
3. Temporary easement (exhibit; no signature required) – 8

The CONSULTANT shall provide plats and/or exhibits for each acquisition required. Documents showing existing items that may be impacted should be prepared if needed.

Plats showing individual right of way acquisitions shall comply with requirements of Iowa Code Section 354.4. Staking of proposed right-of-way and/or easements shall be provided for all said locations during the acquisition phase of the project.

Utilize Iowa DOT-style symbols when preparing ROW and property boundary exhibits for use during design and easement acquisitions.

## **2.0 Right-of-Way Services**

CONSULTANT will provide a State of Iowa licensed real estate agent or agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the Project. Ben Alison is an employee of the CONSULTANT, and is a state of Iowa licensed real estate broker with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of CONSULTANT. Ben Alison will be designated as "Appointed Agent" and will represent the CLIENT in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said public improvement project. CLIENT shall also be a CLIENT of Appointed Agent.

CLIENT and CONSULTANT acknowledge and agree that the Appointed Agents are required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and

regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

In regard to acquisitions, CONSULTANT will:

- Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the Project;
- Complete a parcel file for each property involved with the Project in accordance with the needs of CLIENT and/or the Project requirements;
- Prepare legal descriptions and acquisition plats for each easement and/or fee title acquisition, if requested by CLIENT;
- Retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a subconsultant to CONSULTANT. The Appraiser or Broker will prepare appraisals, project data books and of brokers opinion of value, as needed. The Appraisers' work will be reviewed by a second party as approved by the CLIENT and as required by Local, State and /or Federal Right-of-Way acquisition procedures. The Appraiser will prepare, sign and furnish to the CONSULTANT and CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CLIENT will review and forward written approval of all findings by the Appraiser;
- Retain and coordinate the services of an abstractor, who will be a subconsultant to CONSULTANT, who will prepare Certificates of Title for parcels where fee title and permanent easements are required.
- Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims;
- Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- Make a good faith effort to acquire the necessary property within 60 to 90 days after a written offer has been submitted to the owner and tenant. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the CONSULTANT, negotiations have reached an impasse;
- Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the CONSULTANT will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The CONSULTANT, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.
- Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.
- No relocation services are included by the CONSULTANT.

**CLIENT'S RESPONSIBILITIES:** CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

1. Unless produced by Snyder & Associates, Inc. survey and engineering staff, provide to CONSULTANT all known and existing plans, specifications and data pertaining to the project that may affect CONSULTANT's Services to be provided. Unless otherwise noted by CLIENT, CONSULTANT may rely upon the plans, specifications and data provided being accurate and complete;
2. Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project;
3. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review and approve any and all legal documents prepared by CONSULTANT.
4. Coordinate the timing and sequence of CONSULTANT's Services with the Services of others to the Project;
5. Make interim and final decisions utilizing information supplied by CONSULTANT.
6. Process Council Roll Calls/Requisitions.
7. Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

### **3.0 Environmental Analysis**

The CONSULTANT shall perform field and office tasks required for collecting environmental information necessary for permitting of the project. The specific environmental analysis items to be performed include the following:

#### **3.1 Phase I Environmental Site Assessment**

The CONSULTANT will complete a Phase I Environmental Site Assessment (ESA) for the project site. The Phase I ESA will include a review of state and federal environmental record sources and site history, along with a visual inspection of the site to identify any recognized environmental conditions associated with the subject property. Review of environmental record sources will include information provided by the Environmental Protection Agency Region VII through the Freedom of Information Act. These records include the National Priority List, Comprehensive Environmental Response Compensation and Liability Information System, and Resource Conservation and Recovery Information System. The review will include a search for any information related to the subject properties and surrounding area. The CONSULTANT will review data provided by the state Department of Natural Resources for any information concerning underground storage tank registration or removal, leaking underground storage tanks, permitted sanitary landfills, hazardous substance disposal sites, RCRIS compliance violators, and emergency response actions. For the site history review, available aerial photographs, topographic maps, fire insurance maps, historic street directories, and chain of title (if available) for the subject properties will be examined.

The CONSULTANT will perform a site reconnaissance at the locations to investigate each building, current uses, and to identify conditions or activities related to the treatment, storage, disposal, or generation of hazardous substances or petroleum products on the subject sites. Interviews not already completed with persons familiar with the use or prior use of the properties will be included in the assessment.

The CONSULTANT will provide to the CLIENT written reports for the Phase I Environmental Site Assessment to include discussion on the site history, environmental record source review, geology and hydrogeology, site reconnaissance, interviews, and recommendations. The CLIENT will provide landowner information including, names, addresses, and phone numbers as well as abstract of title/chain of title (if available).

The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-13 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 20

## **4.0 Outside Services**

### **4.1 Geotechnical Services**

CONSULTANT's subconsultant (Terracon CONSULTANTS, Inc.) shall perform borings at three (3) road right-of-way locations and provide the CONSULTANT with field data and a report as part of this agreement. CONSULTANT's subconsultant shall perform laboratory testing on the samples to evaluate site conditions and develop engineering recommendations for the project. This information will be used as part of the street design. CONSULTANT shall survey the location of the borings.

Based on the results of the geotechnical evaluation, the CONSULTANT's subconsultant will prepare an engineering report and deliverables that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- General site and project descriptions
- Site and Boring Location Diagrams
- Stratified boring logs with field and laboratory data
- Groundwater levels observed during and after the completion of drilling
- Subsurface exploration procedures
- Summaries of soil and groundwater conditions observed
- Excavation and dewatering considerations
- General earthwork recommendations for pavements and utility installation
- Pavement subgrade support parameters for PCC Pavements
- Subgrade preparation and earthwork recommendations
- General subsurface drainage recommendations
- Recommended pavement options and design parameters.

A digital PDF copy of the geotechnical report will be provided to the City upon request

### **4.2 Subsurface Utility Investigation**

The CONSULTANT shall attempt to locate critical utility locations to quality level "A", per CI/ASCE 38-02, depending on utility company cooperation. These may include connection points, crossings, or other critical locations. CONSULTANT shall utilize an outside sub-CONSULTANT to obtain critical locations using hydro-excavating (potholing). Survey will be required to facilitate this task. The Scope includes five (5) pothole locations to determine level "A" subsurface utility data. This does not allow for any traffic control drawings or dynamic messaging systems during potholing.

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## **TASK C – TSIP APPLICATION**

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### **1.0 Traffic Safety Improvement Program**

The intent of the Iowa Department of Transportation Traffic Safety Improvement Program (TSIP) is to distribute funds for roadway safety improvements, traffic control devices, studies and outreach. The roundabout intersection improvements included with this project are intended to improve traffic safety.

#### **1.1 TSIP Application**

The CONSULTANT shall prepare and assist with the submittal of a TSIP funding application for the Prairie Parkway and Viking Road Roundabout. The application is to be submitted to the DOT in 2023.

#### **1.2 TSIP Schedule**

It is anticipated that the TSIP application will be submitted to the DOT in August of 2023. Awards are anticipated to be announced in December of 2023. TSIP funds that may be awarded are anticipated to be available beginning in July of 2024. If TSIP funds are awarded a CONSULTANT services agreement (PSA) amendment will

be completed to revise the project schedule. TSIP awards do not include federal funds. Therefore a DOT letting and/or bid items are not required.

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## **TASK D – PLAN DESIGN DEVELOPMENT**

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### **1.0 Design Criteria**

The design and plan sheet setup shall generally follow the Iowa Statewide Urban Design and Specification (SUDAS) Design Manual and the CLIENT's Supplemental Specifications to SUDAS. The Supplemental Specifications shall be made available by the CLIENT.

The project design shall include those items listed below. These items shall be developed and refined through the various stages included with this task.

1. Identify project limits for reconstruction of the Prairie Parkway and Viking Road intersection with a multi-lane, 3-leg PCC roundabout (RAB)
2. ADA compliant sidewalk ramps and crosswalks are to be included with the RAB
3. Sidewalk/Trail extension from east of Saints Dr west through the RAB (8-feet wide)
4. Viking Road median as part of the west approach to the RAB commencing west of Winterberry Dr (Median construction to follow Landscape Median standards from SUDAS Figure 7010.906. Median landscaping improvements are to be limited to grass and do not include pavers, PCC, landscaping plants.)
5. Analysis of local storm water system to ensure the new intersection meets the SUDAS design standards
6. Storm water system analysis does not include upgrades/improvements to storm infrastructure outside of the RAB pavement improvements
7. Storm sewer system improvements including replacement of existing intakes/pipes and additional associated infrastructure as needed to meet design standards
8. Adjustments of impacted at grade water system infrastructure and/or water main crossings if there are vertical conflicts
9. Property owner impacts: access, parkway grading, impacted landscaping, mail delivery, garbage collection, etc.
10. Traffic control and staging associated with full closure of the Prairie Parkway and Viking Road intersection and detour via Wal-Mart Dr, Brandilynn Blvd and Goldenrod Way for the duration of the project including the trail extension
11. Constructability review
12. DOT RAB review and incorporation of agreed upon recommendations
13. DOT RAB reviews include:
  - a. Initial concept
  - b. Preliminary design
  - c. Check design
14. RAB Landscaping/Hardscaping
  - a. Incorporation of features that generally follow those to be implemented with the two existing Prairie Parkway RABs in 2023 or those in place with the RABs on Cedar Heights Drive
  - b. City to provide direction for general RAB features to be followed
  - c. Provide plan and 3D color images of landscape/hardscape concepts and include precedent images and material options
  - d. Functional concepts should provide a general layout and visualization to allow for City staff to comment on and provide further direction for subsequent design submittals
  - e. Based on the approved aesthetic improvement concept the following shall be incorporated with subsequent design: final plan concepts, elevations, hardscape features, planting designs, details, lighting (uplighting) plan for monument signs
  - f. Hardscape and landscape improvements for the roundabout splitter islands (i.e. between the crosswalks and the RAB) are included and shall generally follow those included with the RAB truck apron

15. RAB intersection lighting and electrical improvements
  - a. Includes coordination with Cedar Falls Utilities (CFU)
16. Estimated number of tree removals
  - a. Provide information to the City prior to construction for City staff to complete clearing
17. Regulatory permit needs, if required (NPDES, DNR water construction)

## **2.0 Preliminary (50%)**

### **2.1 Preliminary Plan Preparation**

The CONSULTANT shall develop Preliminary Design Plans for the project. Upon completion, the design plans will be approximately 50% complete. Preliminary plans shall include the following sheets (per Table 1D-1.01 of the SUDAS Design Standards): A, B, C, D, E, G, H, J, LS (landscape), M (schematic only), N (Lighting), P (Signing/Striping), Q (Removals) and S (schematic only).

### **2.2 Opinion of Probable Construction Cost**

The CONSULTANT shall prepare an opinion of probable construction cost for the projects. The cost estimates shall be based on representative major project elements and recent bid information. The CONSULTANT shall budget and review bid items and quantities for one funding division in the plans.

### **2.3 Quality Control Review**

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment including roadway and traffic phasing. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team. Review the check plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

### **2.4 Deliverables**

1. Electronic set of 50% plans
2. Cover sheet with designer initials and reviewer initials after completion of Quality Control
3. Cost Opinion

### **2.5 Field Exam**

A Field Exam will be held with the Project Development Team to discuss key issues and design concepts, with the main emphasis focused on access control and traffic control/stage construction. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design.

## **3.0 Check Plans (90%)**

After authorization of approval from the CLIENT of the Intermediate Plans, the CONSULTANT shall proceed with the development of Check Plans. Upon completion, the design plans will be approximately 90% complete. It is assumed that no geometric revisions to the roadway design will occur after the start of the development of the Check Plans. Changes to the geometric design of the roadway during Check Plan preparation shall constitute a contract amendment. Check plans shall include the following sheets (per Table 1D-1.01 of the SUDAS Design Standards): A, B, C, D, E, G, H, J, L, LS (landscape), M, N (Traffic Signals & Lighting), P (Signing/Striping), Q (Removals), R, S, U, W and X (if needed).

### **3.1 Incorporate Comments from Preliminary Plan Review**

The CONSULTANT will respond to comments resulting from CLIENT plan review. Recommended modifications will be incorporated into the plan set.



### **3.2 Preparation of Special Provisions**

The CONSULTANT will prepare special provisions for the project resulting from CLIENT review.

### **3.3 Opinion of Probable Construction Cost**

The CONSULTANT shall prepare an opinion of probable construction cost for the projects. The cost estimates shall be based on representative major project elements and recent bid information. The CONSULTANT shall budget and review bid items and quantities for one City project funding source.

### **3.4 Prepare Project Manual**

The CONSULTANT shall provide the services required for completion of a draft Project Manual for the project.

### **4.5 Quality Control Review**

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment including roadway and traffic phasing. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team. Review the check plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

### **3.6 Deliverables**

1. Electronic set of 90% plans
2. Cover sheet with designer initials and reviewer initials after completion of Quality Control
3. Electronic copy of CLIENT 50% design comments and how comments were addressed
4. Cost Opinion
5. Special Provisions
6. Draft Project Manual
7. Permit Application (Notice of Intent and Public Notice for NPDES General Permit Number 2, Water Construction (if needed))

## **4.0 Final Print Documents (100%)**

After approval from the CLIENT of the Check Plans, the CONSULTANT shall proceed with the development of Final Print Documents for the project. Upon completion, the construction documents will be ready for Council approval to file with the City Clerk.

### **4.1 Incorporate Comments from Check Plan Review**

The CONSULTANT will respond to comments resulting from the Check Plan Review. Recommended modifications will be incorporated into the final plan set.

### **4.2 Opinion of Probable Construction Cost**

Prepare opinion of probable construction cost for the project. Final cost opinion shall include all project elements. Quantity takeoffs will be developed for the final cost estimate. Published cost opinion should be rounded to the nearest \$1,000 or \$5,000.

### **4.3 Deliverables**

1. Copies of Print Documents (Three hardcopies of the signed plans (11x17, bound with cover and screw posts) and project manual)
2. Cost Opinion
3. Permit Applications (NPDES General Permit Number 2, Water Construction Permit (if needed))
4. Bid item .csv file for use on QuestCDN

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## **TASK E – PUBLIC RELATIONS**

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### **1.0 Communication Plan**

The CONSULTANT will implement a Project Communication Plan. The Communication Plan will include public notices to be mailed by the CLIENT, one-on-one meetings and public meetings.

#### **1.1 Property Owner Coordination – Public Meeting**

The CONSULTANT will attend one (1) public informational meeting open houses. The purpose of the meetings will be for the surrounding property owners/businesses, and stakeholders, to review project strip maps and/or exhibits of the proposed improvements and a discuss the planned improvements, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. The CLIENT shall be responsible for public notices and mailings. The CONSULTANT shall provide the following services for each of the public meetings:

1. Participation in one (1) pre-planning meeting approximately one week prior to the public meeting.
2. Preparation of 4-8 strip maps and/or exhibits showing the proposed improvements.
3. Preparation of a Project Fact Sheet (if directed by the CLIENT).
4. Attendance at and participation the meetings and discussion.

#### **1.2 One-on-One Meetings**

CONSULTANT recognizes that multiple stakeholders will be involved in this project. The CLIENT and CONSULTANT will reach out to these stakeholders to identify and address their concerns, as well as encourage participation in open house events. Due to the nature of the project, which may include, but is not limited to, impacts to trees, shrubs, and landscaping elements, on both private and public land; it is likely there will be a need to meet one-on-one with some of the affected parties outside of the public open houses. On-Site meetings, phone/video conference, email, or a combination of the above will be conducted.

The CONSULTANT shall contact and meet with the various businesses, property owners, and stakeholders along the corridor that may be affected by the project. We anticipate this list of stakeholders to include, but not be limited to:

1. Deere & Company
2. Four additional miscellaneous stakeholders

For budgeting purposes, one (1), 1-hr meetings with five (5) property owners is included. In the event that the CLIENT requests the CONSULTANT to participate in one-on-one meetings that exceed the budget set aside for this task, the CONSULTANT will submit a contract amendment authorizing participation in additional meetings.

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## **TASK F – UTILITY COORDINATION**

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### **1.0 Utility Coordination**

The CONSULTANT will develop preliminary plans for the purpose of coordinating with existing utility owners in the corridor. CONSULTANT will coordinate with the CLIENT and utility companies to discuss the location of facilities and potential impacts as a result of the project, review utility relocation plans prepared by the utility company; and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the project construction.

The CONSULTANT shall provide the following services:

1. Submittal of Utility Coordination Plans to all private and public utilities in proximity to the project limits following the Preliminary Plan, Check and Final Plan submittals. The first plan submittal will be to

introduce the project to utility companies. The second will include review and coordination of potential conflicts identified by the final design plans to initiate potential utility relocations to be completed prior to letting.

2. Preparation and distribution of the Utility Cover Sheet.
3. Meetings (i.e. three, one hour long virtual meetings and three, one hour long in person meetings) with individual utility companies.
4. Staking of the existing/proposed right-of-way, as requested by the utility companies for their relocations.

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## **TASK G – LOCAL LETTING SERVICES**

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### **1.0 Letting Services**

The work tasks to be performed or coordinated by the CONSULTANT during the Bid Period Services are based on the bid lettings for one project and shall include the following:

#### **1.1 Advertising**

The CONSULTANT will prepare and distribute a notice of project (NOP) to prospective bidders prior to the project documents being filed with the City Clerk. It is understood that the CLIENT will be responsible for all advertising and notification of Contractors required for a public letting for the project and distribute project documents.

#### **1.2 Plan Clarification and Addenda**

The CONSULTANT shall assist the CLIENT during the bid period in answering questions regarding the design intent. The CONSULTANT shall address questions presented by the CLIENT and/or Contractors and prepare addenda for distribution by the CLIENT. The CONSULTANT shall coordinate with CLIENT's staff during this phase of services.

#### **1.3 Bidding**

The CLIENT shall be responsible for the bid letting via QuestCDN. The CONSULTANT shall make recommendations to the CLIENT Council, in writing, regarding the awarding of the construction contract.

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## **TASK H – CONSTRUCTION PHASE**

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#### **1.1 Pre-Construction Meeting**

The CONSULTANT shall attend a pre-construction meeting scheduled and held by the CLIENT.

#### **1.2 Plan Interpretation during Construction**

The CONSULTANT will be available by phone/video teleconferencing to discuss the project design with the CLIENT's project manager and the Contractor during the construction, at the CLIENT's request. The budget for this work includes up to 40 hours of engineer/architect services. It is understood that the CLIENT will provide on-going construction observation and administration services during the construction period and will inquire with the CONSULTANT on an as-needed basis. Inquiries concerning items outside this scope (i.e. unforeseen underground conditions/facilities, constructability, etc.) will invoke a supplemental agreement for Consultant services.

#### **1.3 Site Visits**

The CONSULTANT shall perform site visits to address contractor questions, and review construction progress and general conformance to the plans and specifications. Site visits shall be initiated by the CLIENT for specific construction related items. The CONSULTANT shall be available up to sixteen hours (16) for up to four (4) site visits, as requested, during the course of construction.

**1.4 Reestablishment of Monuments**

After completion of construction, the Consultant shall perform field survey as required to verify which monuments found during the original survey and identified on the H sheets, if any, were disturbed or removed during construction. All disturbed or missing monuments shall be reset at their original location and a Monumentation Preservation Certificate in accordance with Iowa Code Section 355.6A shall be prepared and filed with the Linn County Recorder.

## PROJECT SCHEDULE

The Scope of Services shall be completed in general accordance with the following schedule:

Contract Approval – Begin Work .....	06/05/23
Project Kick-Off, PMT Meeting #1 .....	06/20/23
DOT Roundabout Reviewer Request .....	06/22/23
Roundabout Concept to DOT Reviewer .....	07/13/23
Roundabout Concept Review .....	07/27/23
Geotechnical Fieldwork and Report Complete .....	07/27/23
Topographic Survey .....	TBD*
Environmental .....	07/27/23
Begin Acquisition Services .....	09/21/23
Preliminary Plans (50%) to City & DOT Reviewer .....	10/19/23
PMT Meeting #2 & Field Exam .....	11/02/23
City Provided Acquisition Agreement Documents (Introduction letter, deeds, other signature docs) .....	11/02/23
DOT Roundabout Review .....	11/02/23
Public Information Meeting #1 .....	11/09/23
Check Plans (90%) to City & DOT Reviewer .....	02/08/24
PMT Meeting #3 .....	02/22/24
DOT Roundabout Review .....	02/22/24
Public Information Meeting #2 .....	02/29/24
Complete Acquisition Services** .....	03/28/24
Submittal of Printable Documents .....	03/29/24
File PS&E .....	04/15/24
Public Hearing .....	05/06/24
Letting .....	05/10/24
Report Low Bid to Council .....	05/20/24
Award Contract to Low Bidder .....	07/08/24
Construction*** .....	2024-2025

\* Dependent on access permission from Deere & Co.

\*\*The schedule assumes acquisitions can be completed within the timeline noted above. It is possible that property owners may not be agreeable to the acquisitions and condemnations could be required. If acquisitions are not completed within the timeline noted above the letting and construction could be delayed. TSIP funds could also impact the schedule and require modifications.

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## OTHER SERVICES

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The CLIENT may request Other Services from the CONSULTANT not included in the Scope of Services as outlined. Other Services may include, but not be limited to, expanding the scope of a project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the CONSULTANT's Services and corresponding costs. Included in potential additional work items but not necessarily limited to are a drainage analysis/memo, design of a south RAB leg/stub (i.e. fourth leg), utility coordination due to utility easements being located within the ROW, design of additional crosswalks and/or ADA ramps beyond those listed above, rectangular rapid flashing beacons, sanitary sewer improvements, retaining walls, aesthetic improvements beyond those listed above, increasing capacity of the existing sanitary or storm sewers, looping of water main, additional parcel acquisition plats/exhibits not included above, acquisition services beyond the acquisition plats/exhibits listed above, 3D flythrough visualization of the improvements and more than one bid package, construction survey/staking, reestablishment of monuments, wetland and stream delineation and permitting, development and maintenance of a project website, a modified project schedule if TSIP funds are awarded/used for the project, a modified project

schedule if permission from Deere and Company is not obtained in a timely manner to meet the project schedule listed above.

Upon initiation of Other Services, the CONSULTANT will submit, in writing to the CLIENT, the estimated costs. Such costs will be based on the current hourly rates and fixed expenses in place at the time the services are to be completed.



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## Exhibit B

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### Various Intersection Improvements Cedar Falls, Iowa City Project Number SW-232-3308

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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.

Prairie Parkway and Viking Road Intersection Improvements  
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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"

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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

## Prairie Parkway and Viking Road Intersection Improvements

Cedar Falls, Iowa

City Project No. SW-232-3308

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

Prairie Parkway and Viking Road Intersection Improvements  
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**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

Prairie Parkway and Viking Road Intersection Improvements  
Cedar Falls, Iowa  
City Project No. SW-232-3308

**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.



Prairie Parkway and Viking Road Intersection Improvements  
Cedar Falls, Iowa  
City Project No. SW-232-3308

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.

Prairie Parkway and Viking Road Intersection Improvements  
Cedar Falls, Iowa  
City Project No. SW-232-3308



## 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): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:  <div style="text-align: right;">INSURER(S) AFFORDING COVERAGE</div> <div style="text-align: right;">NAIC #</div>
<b>INSURED</b>  Business Name 123 Main Street Anytown, IA 0000	INSURER A : Carrier should reflect rating of A-, VIII or better INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

## 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 I,TR	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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> 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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

Prairie Parkway and Viking Road Intersection Improvements  
Cedar Falls, Iowa  
City Project No. SW-232-3308

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2016  
Item 29.

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

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

<b>PRODUCER</b> DONAGHY-KEMPTON INSURORS PO BOX 3287 DES MOINES IA 50316-0287		<b>CONTACT NAME:</b> Brian Donaghy <b>PHONE (A/C, No, Ext):</b> 515-288-8545 <b>E-MAIL ADDRESS:</b> brian@dk-ins.com <b>FAX (A/C, No):</b> 515-288-2422	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> UNITED FIRE GROUP	
		<b>INSURER B:</b> INSURANCE CO OF THE WEST	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1278257609 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	60376805	10/1/2022	10/1/2023	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 - COMP/OP AGG \$2,000,000 Deductible \$0
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60376805	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y		60376805	10/1/2022	10/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y	WIA506220501	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property			60376805	10/1/2022	10/1/2023	Business Pers Prop \$2,288,000
A	Inland Marine			60376805	10/1/2022	10/1/2023	Leased & Rented \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing and completed operations on General Liability per the attached CG7201 07/17. 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 including 30 days notice of cancellation included. Waiver of Subrogation included on Workers Compensation and General Liability.

<b>CERTIFICATE HOLDER</b>  CITY OF CEDAR FALLS 220 CLAY ST 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: 60376805

COMMERCIAL MULTIPLE LINE  
IL 70 84 06 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

**SCHEDULE****Name of Organization:**

CITY OF CEDAR FALLS IA

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule 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 Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
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 organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.
5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* “Insured Contract” redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING  
YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### 2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

**(a)** Less than 51 feet long;

##### 4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added:

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

**a.** While in your possession; or

**b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

##### **j. Damage to Property**

"Property damage" to:

**(1)** Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## **2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## **3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

### **2. Exclusions**

This insurance does not apply to:

#### **p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

## **4. COVERAGE G - PRODUCT RECALL EXPENSE**

### **a. Insuring Agreement**

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage **H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:

**1. To read SUPPLEMENTARY PAYMENTS**

**2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

## **SECTION II - WHO IS AN INSURED**

**A. The following change is made:**

**Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. The following provisions are added:**

**4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### **6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
  - i. The expiration of the period of time required by the "written contract"; or
  - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

## 7. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
  - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) This insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
    - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
    - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - i. The exceptions contained in Sub-paragraphs d. or f.; or
      - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## 8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **9. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

#### **10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### **11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- b. This insurance does not apply to:
- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

## **12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

## **13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
  - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
  - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
  - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

## **SECTION III - LIMITS OF INSURANCE**

### **A. The following Items are deleted and replaced by the following:**

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under **Coverage C**;
  - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B**; and

d. Damages under **Coverage H**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under **Coverage H** for **Water Damage Legal Liability**.

9. **Coverage G - Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. **Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. **Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

**SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

- 2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.



**B.** The following are added:

**10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

**11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

**12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**15. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

## **SECTION V – DEFINITIONS**

- A. At item 12. "Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:
- f.(1)** Equipment designed primarily for:
- (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily injury" is deleted and replaced with the following:
3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" **c.** is deleted and replaced with the following:
- c.** Any easement or license agreement;
- D. Item 9. "Insured Contract" **f.(1)** is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
  - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
    - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
    - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
  - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
  - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
  - d. Transportation and accommodation expense incurred by your employees.
  - e. Rental expense incurred for temporary locations used to store recalled products.
  - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
  - g. Transportation expenses incurred to replace recalled products.
  - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a. Is currently in effect or becoming effective during the term of this policy; and
  - b. Was executed prior to:
    - (1) The "bodily injury" or "property damage"; or
    - (2) The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.



# CERTIFICATE OF LIABILITY INSURANCE

DATE 05/20/2016  
Item 29.

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

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

<b>PRODUCER</b> Holmes Murphy & Associates - CR  201 First Street SE, Suite 700  Cedar Rapids, IA 52401		<b>1-800-300-0325</b>	<b>CONTACT NAME:</b> Leslie Babcock <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> lbabcock@holmesmurphy.com
<b>INSURED</b> Snyder & Associates, Inc.  2727 Southwest Snyder Blvd P.O. Box 1159 Ankeny, IA 50023		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> XL SPECIALTY INS CO <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 37885	

## COVERAGES

CERTIFICATE NUMBER: 68806464

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b> Claims Made			DPR5002599	09/24/22	09/24/23	<b>Per Claim</b> 2,000,000 <b>Aggregate</b> 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City Project Number: SW-232-3308 Prairie Parkway and Viking Road Intersection Improvements, Cedar Falls, IA  
Snyder PN 122.1702.08

A 30 Day Notice of Cancellation in favor of the certificate holder applies in accordance with the policy provisions.

## CERTIFICATE HOLDER

City of Cedar Falls City Hall  220 Clay Street  Cedar Falls, IA 50613  USA	<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.
	<b>AUTHORIZED REPRESENTATIVE</b>  

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ACORD 25 (2016/03)

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MTrotterCR  
68806464

Consultant  
Project No.

Prairie Parkway and Viking Road Intersection Improvements  
Cedar Falls, Iowa  
City Project No. SW-232-3308

---

## Exhibit C

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### Various Intersection Improvements Cedar Falls, Iowa City Project Number SW-232-3308

---

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.

Consultant  
Project No.

Prairie Parkway and Viking Road Intersection Improvements  
Cedar Falls, Iowa  
City Project No. SW-232-3308

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.

Consultant  
Project No.

Prairie Parkway and Viking Road Intersection Improvements  
Cedar Falls, Iowa  
City Project No. SW-232-3308

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 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:** Ben Claypool, Principal Engineer, PE, PhD

**DATE:** June 5, 2023

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
KCNG, 6313 Production Dr, Cedar Falls, IA 50613

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance, and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for KCNG, 6313 Production Dr, Cedar Falls, IA and finds it in accordance with the City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: (Robinson Engineering, 819 Second St. NE, Independence, IA 50644 – Ph: 319.334.7211)

### STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **KL Iowa 01, LLC** (hereinafter “Owner”) and the City of Cedar Falls, Iowa (hereinafter “City”), on the 22<sup>nd</sup> day of May, 2023.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter “Benefited Property”); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City’s Code of Ordinances (hereinafter “Plan”) has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner’s land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City’s Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner’s cost storm water management facilities in compliance with Section 24-341 of the City’s Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter “Facilities”).
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
3. Owner shall be responsible for the inspection, operation, maintenance and repair of the

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner, for so long as Owner is the owner of any part of the Benefitted Property and thereafter the Owner's grantees, transferees, successors and assigns. Notwithstanding the foregoing, should the City acquire any part of the Benefitted Property by way of condemnation or otherwise, the City shall not be bound by the terms of this Agreement with respect to the acquired part of the Benefitted Property, and shall not be considered a property owner or responsible party for purposes of the City's stormwater control, management, construction, maintenance and repair ordinances.

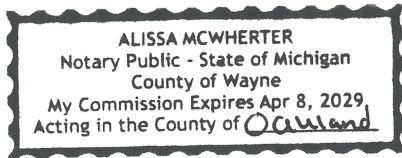
IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

Owner: KL Iowa 01, LLC  
 By (Signature): *Dennis Kusica*  
 Printed Name: Dennis Kusica  
 Title: Member

STATE OF Michigan )  
 ) SS  
 COUNTY OF Oakland )

This instrument was acknowledged before me on the 22 day of May,

2023 by ~~Att~~ Dennis Kusica as Member of KL Iowa 01, LLC.  
 AM (Printed Name) (Title)



*Alissa McWherter*  
 Notary Public in and for the State of MI

**City of Cedar Falls, Iowa**

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

Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
 Jacqueline Danielsens, MMC, City Clerk

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
 2023 by Robert M. Green, Mayor, and Jacqueline Danielsens, MMC, City Clerk, of the City of Cedar  
 Falls, Iowa.

\_\_\_\_\_  
 Notary Public in and for the State of Iowa

## Exhibit A

### Legal Description

**Lots 9, 10, and 11 in West Viking Road Industrial Park Phase 1,  
City of Cedar Falls, Black Hawk County, Iowa**

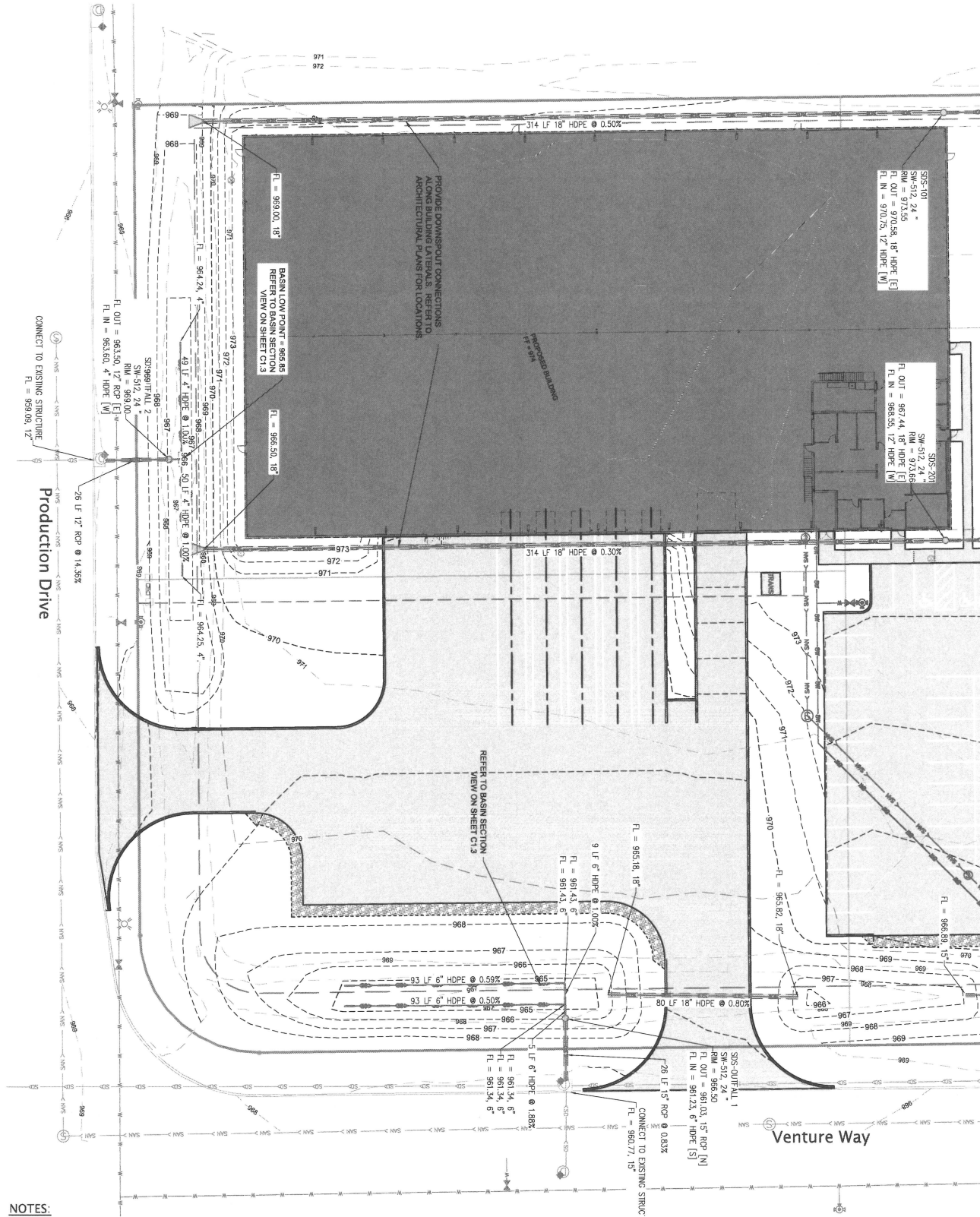
## Exhibit B

Item 30.

### Stormwater Management Facilities

**(INSERT PLAN SHEET/SHEETS  
DEPICTING THE SITE'S STORMWATER  
INFRASTRUCTURE/OUTLET DETAILS)**



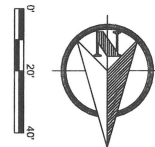


## NOTES:

1. ALL HDPE DRAINAGE PIPE SHALL BE OF DUAL WALL CONSTRUCTION UNLESS SPECIFICALLY SPECIFIED OTHERWISE.
2. STORM PIPING SHALL BE RCP WHERE PLACED WITHIN CITY RIGHT OF WAY.
3. WATER LINE SHALL BE BURIED TO MAINTAIN 6' COVER.
4. CONTRACTOR SHALL FIELD VERIFY LOCATION, ELEVATION, AND MATERIAL OF ALL WATER, STORM, AND SANITARY CONNECTIONS.
5. CONFIRM WATER SERVICE ENTRANCE LOCATION TO BUILDING WITH ARCHITECTURAL AND MECHANICAL PLANS.
6. COORDINATE CONNECTION TO MUNICIPAL WATER MAIN WITH CEDAR FALLS UTILITIES STAFF.
7. SANITARY SERVICE SHALL BE INSTALLED WITH TRACER WIRE. PLACE TRACER STATION AT CLEAN OUT WHERE SERVICE EXISTS BUILDING.
8. PLACE LIGHT POLES 3' CLEAR FROM EDGE PAVING/BACK OF CURB.

## STORM PIPE LEGEND

- NON PERFORATED STORM PIPE  
 PERFORATED STORM PIPE



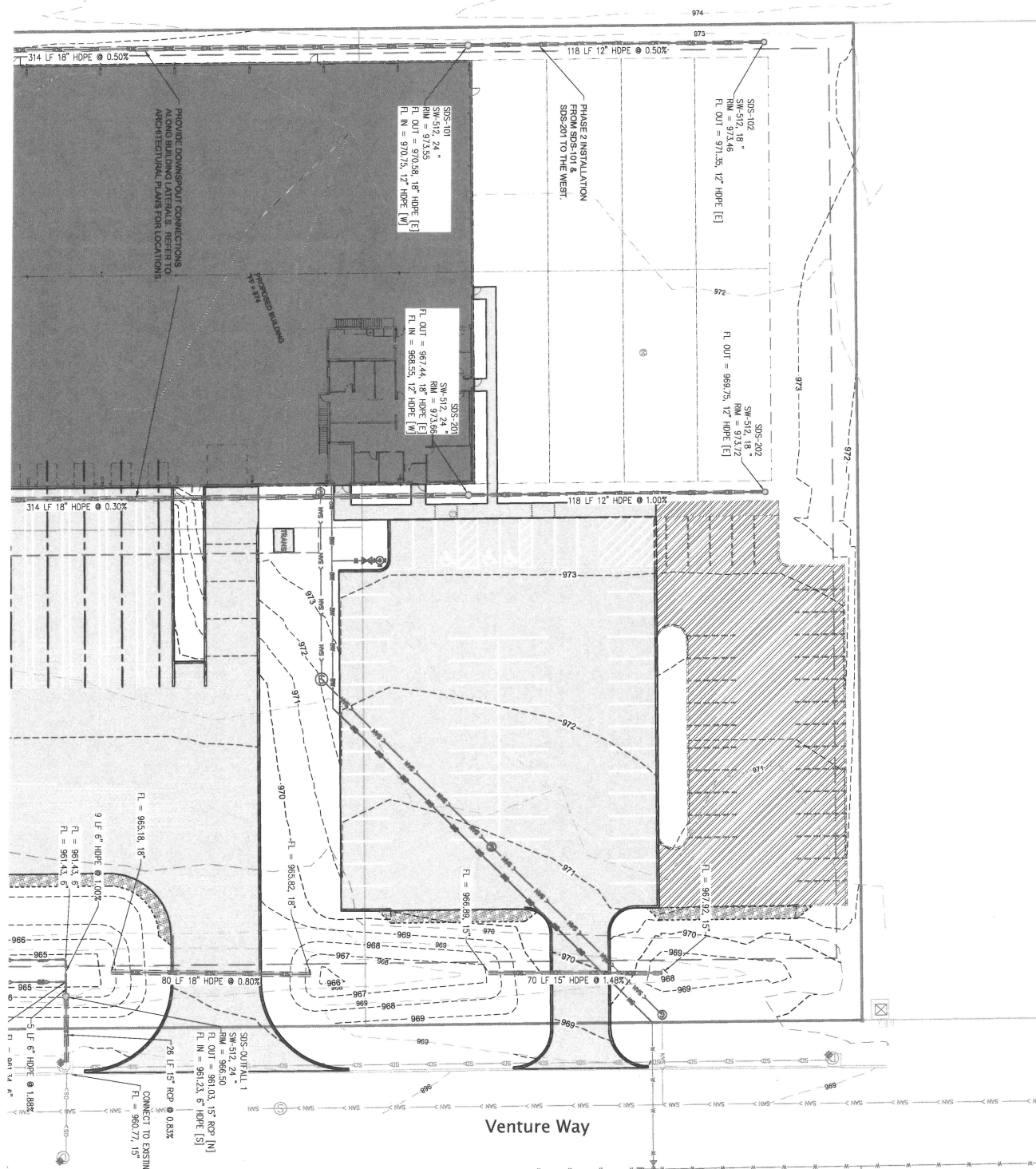
## UTILITY PLAN - EAST

KCNC PRODUCTION DRIVE  
 PN: 22003  
 KCNC, LLC  
 22575 HELSLIP DRIVE  
 NOVI MI 48375

LEVI  
 ARCHITECTURE

Robinson Engineering Company  
 Consulting Engineers

919 Sycamore Street NE  
 Marietta, GA 30067  
 P: 404.241.7111



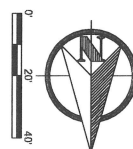
NOTES:

1. ALL HDPE DRAINAGE PIPE SHALL BE OF DUAL WALL CONSTRUCTION UNLESS SPECIFICALLY SPECIFIED OTHERWISE.
2. STORM PIPING SHALL BE RCP WHERE PLACED WITHIN CITY RIGHT OF WAY.
3. WATER LINE SHALL BE BURIED TO MAINTAIN 6' COVER.
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8. PLACE LIGHT POLES 3' CLEAR FROM EDGE PAVING/BACK OF CURB.

### STORM PIPE LEGEND

- 
 NON PERFORATED STORM PIPE  

 PERFORATED STORM PIPE



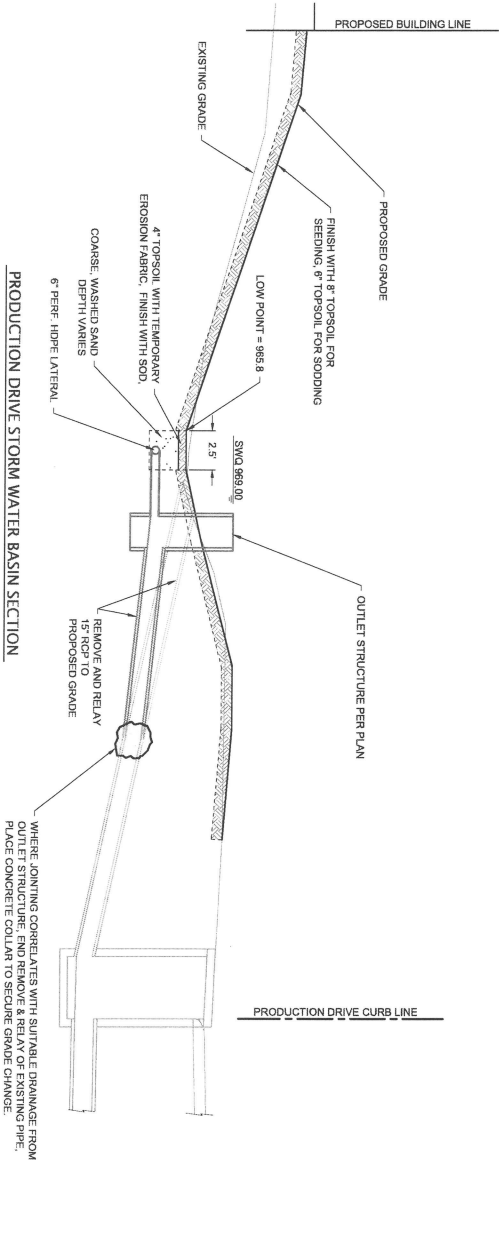
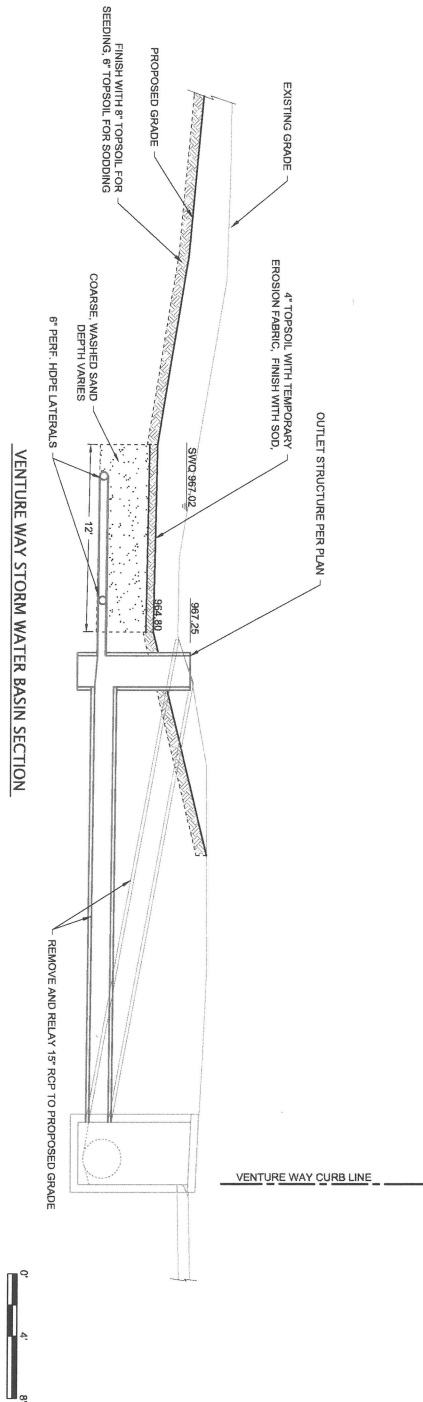
## UTILITY PLAN - WEST

KCNG PRODUCTION DRIVE  
PN: 22003  
KCNG, LLC  
22575 HELSLIP DRIVE  
NOVI MI 48375

JEVI  
ARCHITECTURE

Robinson Engineering Company  
Consulting Engineers

819 Second Street NE  
Independence, Iowa 50641  
319-336-7231



ADDENDUM 1 - 04/27/2022

# STORM WATER MANAGEMENT BASIN SECTION VIEWS

KCNQ PRODUCTION DRIVE  
PN: 22003  
KCNQ, LLC  
22575 HELSLIP DRIVE  
NOVI MI 48375

ARCHITECTURE  
**LEVI**



Robinson Engineering Company  
Consulting Engineers

578 Second Street NE  
Birmingham, AL 35203  
205-261-7711

## Exhibit C

## Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The perimeter of the detention basin</i></b>	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b><i>The inlet device: pipe or swale</i></b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<b><i>The forebay</i></b>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<b><i>The main detention area</i></b>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<b><i>The embankment</i></b>	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
<b><i>The outlet device</i></b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<b><i>Washed stone in front of orifice outlet</i></b>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<b><i>The receiving water</i></b>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

## Exhibit D

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

## Exhibit E

Stormwater Management Inspection/Maintenance Form  
*To be kept on site*

PROJECT NAME: KCNG PRODUCTION DRIVE

PROJECT LOCATION: 3613 Venture Way, Cedar Falls, Iowa 50613

OWNER/LEGAL ENTITY: KL Iowa 01, LLC

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INITIAL DATE OF OPERATION: \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



[illegible]



## 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:** Matthew Tolan, Civil Engineer II

**DATE:** June 5, 2023

**SUBJECT:** 2023 Seal Coat Project  
 Project No. SC-000-3311  
 Bid Opening

On Friday, May 26<sup>th</sup>, 2023, at 2:00 P.M., bids were received and opened for the 2023 Seal Coat Project. A total of one (1) bid was received, with Blacktop Service Co., the apparent low bidder:

	<i>Base Bid</i>
Engineering Estimate	\$230,923.00
<b>Blacktop Service Co.</b>	<b>\$191,607.50</b>

The Engineer's Estimate for this project was \$230,923.00. Blacktop Service Co. of Humboldt, Iowa submitted the low bid in the amount of \$191,607.50. Attached is a bid tabulation for your reference. The project will be funded by Local Sales Tax and the Street Construction Fund.

We recommend acceptance of the lowest bid from Blacktop Service Co. in the amount of \$191,607.50. On June 19<sup>th</sup>, 2023, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

2023 Seal Coat (#8494797)  
 Owner: Cedar Falls IA, City of  
 Solicitor: Cedar Falls IA, City of  
 05/26/2023 02:00 PM CDT

Line Item	Item Description	UofM	Quantity	Engineer Estimate		Blacktop Service Co	
				Unit Price	Extension	Unit Price	Extension
1	Surface Preparation	Sq Yd	28260	\$0.50	\$14,130.00	\$0.57	\$16,108.20
2	Seal Coat	Sq Yd	43870	\$4.00	\$175,480.00	\$3.39	\$148,719.30
3	Pavement Markings, Painted	STA	1.2	\$100.00	\$120.00	\$900.00	\$1,080.00
4	Pavement Markings, Handicapped Symbols	Ea	2	\$100.00	\$200.00	\$100.00	\$200.00
5	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
6	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00
				\$209,930.00		\$191,607.50	



## 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:** Brett Armstrong, Civil Engineer II

**DATE:** June 5, 2023

**SUBJECT:** 2023 Alley Reconstruction Project  
 Project No. RC-000-3298  
 Bid Opening

On Friday, May 26<sup>th</sup>, 2023, at 10:00 A.M., bids were received and opened for the 2023 Alley Reconstruction Project. A total of three (3) bids was received, with Vieth Construction Corp., the apparent low bidder:

	<i>Base Bid</i>
<b><u>Engineering Estimate</u></b>	<b>\$256,647.50</b>
<b>Vieth Construction Corp.</b>	<b>\$255,451.50</b>
<b>Arends Excavating</b>	<b>\$266,081.50</b>
<b>Owen Contracting, Inc.</b>	<b>\$286,276.25</b>

The Engineer's Estimate for this project was \$256,647.50.00. Vieth Construction Corp. of Cedar Falls, Iowa submitted the low bid in the amount of \$255,451.50. Attached is a bid tabulation for your reference. The project will be funded through the Storm Water Fund (SWF), and Street Construction Fund (SCF).

We recommend acceptance of the lowest bid from Vieth Construction Corp. in the amount of \$255,451.50. On June 19<sup>th</sup>, 2023, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

2023 Alley Reconstruction Project (#8420469)												
Owner: Cedar Falls IA, City of												
05/26/2023 10:00 AM CDT												
					Engineer Estimate		Vieth Const. Corp.		Arends Excavating		Owen Contracting, Inc.	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	4040-108-d-0	SUMP PUMP AND ROOF DRAIN TAP	EA	5	\$900.00	\$4,500.00	\$750.00	\$3,750.00	\$1,000.00	\$5,000.00	\$875.00	\$4,375.00
2	2010-108-D-3	OFF-SITE TOPSOIL	Cu Yd	45	\$50.00	\$2,250.00	\$75.00	\$3,375.00	\$32.00	\$1,440.00	\$40.00	\$1,800.00
3	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	Cu Yd	333	\$17.00	\$5,661.00	\$33.00	\$10,989.00	\$18.00	\$5,994.00	\$14.00	\$4,662.00
4	2010-108-I-0	SUBBASE, MODIFIED, 6 IN.	Sq Yd	1266	\$20.00	\$25,320.00	\$13.50	\$17,091.00	\$15.00	\$18,990.00	\$16.00	\$20,256.00
5	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. NON-PERF HDPE	Ln Ft	271	\$90.00	\$24,390.00	\$50.00	\$13,550.00	\$45.00	\$12,195.00	\$90.00	\$24,390.00
6	4020-211	SPECIAL PIPE CONNECTIONS, SW-211	EA	2	\$500.00	\$1,000.00	\$2,200.00	\$4,400.00	\$2,000.00	\$4,000.00	\$750.00	\$1,500.00
7	4020-108-D-1	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	Ln Ft	271	\$15.00	\$4,065.00	\$31.00	\$8,401.00	\$20.00	\$5,420.00	\$10.00	\$2,710.00
8	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	Ln Ft	298	\$15.00	\$4,470.00	\$26.00	\$7,748.00	\$18.00	\$5,364.00	\$9.00	\$2,682.00
9	4040-108-C-1	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN.	EA	2	\$600.00	\$1,200.00	\$525.00	\$1,050.00	\$150.00	\$300.00	\$800.00	\$1,600.00
10	5020-108-E-0	VALVE BOX ADJUSTMENT	EA	1	\$200.00	\$200.00	\$450.00	\$450.00	\$1,000.00	\$1,000.00	\$200.00	\$200.00
11	6010-108-B-0	INTAKE, SINGLE FLAT	EA	2	\$6,000.00	\$12,000.00	\$7,250.00	\$14,500.00	\$2,000.00	\$4,000.00	\$6,000.00	\$12,000.00
12	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EA	2	\$800.00	\$1,600.00	\$725.00	\$1,450.00	\$1,500.00	\$3,000.00	\$700.00	\$1,400.00
13	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 6 IN., CLASS "C"	Sq Yd	1157	\$65.00	\$75,205.00	\$66.50	\$76,940.50	\$75.00	\$86,775.00	\$79.75	\$92,270.75
14	7010-108-E-0	CURB,P.C.C. 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	Ln Ft	40	\$65.00	\$2,600.00	\$66.00	\$2,640.00	\$100.00	\$4,000.00	\$84.25	\$3,370.00
15	7030-108-A-0	REMOVAL OF DRIVEWAY	Sq Yd	41	\$10.00	\$410.00	\$75.00	\$3,075.00	\$15.00	\$615.00	\$14.00	\$574.00
16	7030-108-A-0	REMOVAL OF SIDEWALK	Sq Yd	8	\$10.00	\$80.00	\$100.00	\$800.00	\$20.00	\$160.00	\$14.00	\$112.00
18	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	Sq Yd	108	\$100.00	\$10,800.00	\$94.00	\$10,152.00	\$110.00	\$11,880.00	\$156.00	\$16,848.00
19	7030-108-H-2	GRANULAR SURFACING, 1 IN. ROADSTONE	Sq Yd	15	\$15.00	\$225.00	\$40.00	\$600.00	\$50.00	\$750.00	\$12.00	\$180.00
20	7040-108-A-0	PATCH, 7" P.C.C., FULL DEPTH, "M" MIX	Sq Yd	37	\$300.00	\$11,100.00	\$163.00	\$6,031.00	\$250.00	\$9,250.00	\$465.00	\$17,205.00
21	7040-108-C-0	PATCH, PARTIAL DEPTH, HMA(SI) SURFACE, 1/2", PG58-28S	TONS	6	\$250.00	\$1,500.00	\$365.00	\$2,190.00	\$175.00	\$1,050.00	\$325.00	\$1,950.00
22	7040-108-H-0	PAVEMENT REMOVAL	Sq Yd	545	\$12.00	\$6,540.00	\$16.00	\$8,720.00	\$20.00	\$10,900.00	\$14.00	\$7,630.00
23	7040-108-I-0	CURB AND GUTTER REMOVAL	Ln Ft	40	\$10.00	\$400.00	\$31.00	\$1,240.00	\$25.00	\$1,000.00	\$13.00	\$520.00
24	7080-10-8-B-0	ENGINEERING FABRIC	Sq Yd	234	\$4.00	\$936.00	\$7.50	\$1,755.00	\$9.00	\$2,106.00	\$3.75	\$877.50
25	7080-108-D-0	STORAGE AGGREGATE	Sq Yd	234	\$15.00	\$3,510.00	\$22.00	\$5,148.00	\$30.00	\$7,020.00	\$17.00	\$3,978.00
26	7080-108-E-0	FILTER AGGREGATE	Sq Yd	234	\$10.00	\$2,340.00	\$13.00	\$3,042.00	\$20.00	\$4,680.00	\$12.00	\$2,808.00
27	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	Sq Yd	67	\$14.00	\$938.00	\$153.00	\$10,251.00	\$140.00	\$9,380.00	\$144.00	\$9,648.00
28	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00	\$2,250.00	\$2,250.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
29	9020-108-A-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	Sq Ft	2365	\$1.50	\$3,547.50	\$2.20	\$5,203.00	\$2.50	\$5,912.50	\$2.00	\$4,730.00
30	9040-108-D-1A	WATTLES, 9 IN., STRAW	Ln Ft	100	\$10.00	\$1,000.00	\$13.00	\$1,300.00	\$3.00	\$300.00	\$10.00	\$1,000.00
31	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	Ln Ft	100	\$10.00	\$1,000.00	\$5.50	\$550.00	\$2.00	\$200.00	\$3.00	\$300.00
32	9040-108-T-1	INLET PROTECTIONDEVICE, INSTALLATION	Ea	4	\$375.00	\$1,500.00	\$275.00	\$1,100.00	\$175.00	\$700.00	\$750.00	\$3,000.00
33	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	Ea	4	\$90.00	\$360.00	\$40.00	\$160.00	\$175.00	\$700.00	\$125.00	\$500.00
34	11020-108-A-0	MOBILIZATION	LS	1	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00
35	11050-108-A-0	CONCRETE WASHOUT	LS	1	\$3,500.00	\$3,500.00	\$550.00	\$550.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
					Base Bid Total:	\$256,647.50		\$255,451.50		\$266,081.50		\$286,276.25



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

**TO:** Mayor Robert M. Green and City Council  
**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager  
**DATE:** May 19, 2023  
**SUBJECT:** Tourism Activities & Economic Development Funding Agreement

Mayor and Council, please approve and sign the attached agreement for FY24 Tourism Activities & Economic Development Funding.

The Cedar Falls Historical Society requested funding of \$4,000 for an exterior sign painting project at the Ice House Museum and meets Tourism Activities & Economic Development Funding program criteria.

I will be happy to return a copy of the signed agreement to the Cedar Falls Historical Society.

Thank you.

Cc: Stephanie Houk Sheetz, Director of Community Development



## FY2024 Tourism Activities & Economic Development Services Funding

### AGREEMENT IN SUPPORT OF THE CEDAR FALLS HISTORICAL SOCIETY

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Cedar Falls Historical Society (hereinafter "CFHS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

**WHEREAS**, the Cedar Falls City Council adopted Resolution No.23,036 on Jan. 17, 2023, wherein the City amended the Accounting Policies and Procedures and Purchasing Manual, including updating Section 28 on Outside Entity Funding ("Purchasing Manual"); and

**WHEREAS**, the CFHS is an agency that qualifies for funding from the City pursuant to the Purchasing Manual as updated; and

**WHEREAS**, the CFHS has proposed to the City its painting project whereby CFHS will use City funds to repaint the exterior signage on the Ice House Museum, in order to benefit the City of Cedar Falls (the "Project"); and

**WHEREAS**, CFHS's Project is more fully explained in CFHS's application filed with the City; and

**WHEREAS**, the Purchasing Manual allows certain funding for projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the applicant and the City; and

**WHEREAS**, the CFHS and the City have reached agreement on the precise terms and conditions under which the Project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

#### **NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

1. **Recipient status.** The CFHS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CFHS shall provide proof of tax-exempt status under the Internal Revenue Service Code prior to receiving funding.
2. **Recipient mission statement.** The CFHS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Purchasing Manual approved by the City Council.
3. **Recipient documentation.** Prior to receiving funding, CFHS shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFHS by the City, the CFHS shall use the funds for the Project at the Ice House Museum which will benefit the general public.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$4,000.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. CFHS agrees to complete the Project even if actual expenditures exceed the amount budgeted by CFHS for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFHS shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining CFHS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFHS to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill approval cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** CFHS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and photos of the completed project.

9. **Return of Funds.** In the event CFHS does not use funds for the intended purpose(s) or in the event CFHS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2024.

10. **Limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Historical Society Board of Directors, shall be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to the budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding or CFHS reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the terminating party to the other party which shall specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** The City's participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over CFHS or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project

14. **Legal Expenses.** The CFHS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CFHS's performance, or the performance of CFHS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFHS.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be funded. Any and all provisions of CFHS's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. CFHS agrees that the Project shall be carried out without regard to a participant's race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2023 through and including June 30, 2024.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

Cedar Falls Historical Society

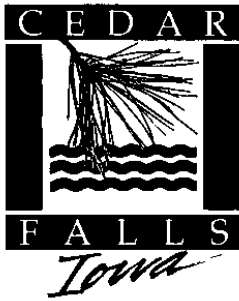
By: Carrie Elders

City of Cedar Falls, Iowa

By: Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC  
City Clerk

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM*****Inspection Services Division***

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

**FROM:** Jamie Castle, AIA  
Building Official

**DATE:** June 5, 2023

**SUBJECT:** Pro Shop Southwest Wall Repair Contract

In March we contracted with Peters Construction to complete a demo and discovery project on the Pheasant Ridge Pro Shop Southwest Wall. The results of the demo and discovery project determined that the Southwest wall required a complete rebuild.

Cedar Falls Staff reached out to six local contractors requesting bids to complete the work. Bids were due May 10, 2023. Five of the contractors reached out prior to the bid date stating their summer workload was too heavy to submit a bid. Therefore, we received one bid from Peters Construction Corporation submitted a bid of \$40,958.00 with a completion date of October 21, 2023. The number of bids and the price of the bid are in line with what we have seen in the current market over the last year for projects of this type and size.

Attached you will find the Goods and Services contract along with proof of Peters Construction Corporation insurance.

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS

Peters Construction Corp. and City of Cedar Falls for Pro Shop South West Wall repair

This Agreement is by and between Peters Construction Corporation ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". Payments will be made on a monthly basis based on the dollar amount of the completed portion of work performed or materials stored as approved by the City's project manager. Request for payment to be made prior to the first council meeting of each month and will be paid by the second council meeting of each month.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the



invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in 2.2.

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on October 21, 2023 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days

before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

#### 6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

#### 7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

#### 8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: \_\_\_\_\_ (Signature and title of  
authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

#### 12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

#### 13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

#### 14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

#### 15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

#### 16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.



## 22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

## 23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

## 24.0. Additional Terms.

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## 25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: Jamie L Castle

Title: Building Official/ IS Manager

Address: 220 Clay Street

Cedar Falls, IA 50613

Telephone: 319-268-5189

Email: Jamie.castle@cedarfalls.com

Contractor:

Name: Darrin Gillett

Title: Vice President

Address: 901 Black Hawk Rd.

Waterloo, IA 50701

Telephone: 319-236-2003

Email: dgillett@peters.build



In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor) PETERS CONSTRUCTION CORP.

By: Danin Gillett

Its: VICE PRESIDENT

Date: 5/25/23

CITY OF CEDAR FALLS, IOWA

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

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Daniels, MMC, City Clerk

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

## Exhibit A

### Scope of Services

This project includes:

- A rebuild of a wall that is 25'-0" long. This wall is divided into two portions. There is an 11'-4 ½" portion which is full height. The remainder of the wall sits atop the roof of a lower portion.
- An LVL that runs the extent of the wall. Approximately 32'-6" in length and 14 ½" depth. On-site verification required.
- Exterior to be wrapped to match adjacent facias.
- Replacement of an aluminum storefront window 8'-2" w x 6'-0" height.
- It is assumed that a minimum width of 4'-0" of roof sheathing and shingles will need to be replaced with a properly installed drip edge.
- Where the new wall intersects the existing lower roof new flashing to be installed.
- The wall is to be insulated with R30 insulation.
- A gutter on the lower level currently terminates incorrectly at the wall to be rebuilt. New gutter (approximately 18'-0" long) to be installed with a diverter.
- Replace fascia board behind gutter as needed. Provide new metal fascia behind gutter to match existing.
- Provide new aluminum or vinyl vented soffit at 18'-0" wall where gutter is to be installed.
- Siding for the extent of the wall. Existing siding is CertainTeed Mainstreet 04 WG sterling gray.
- The interior will require 5/8" gypsum board for the extent of the wall. Window sill and jamb to be sheetrock wrapped. Tape, light texture, and paint.
- Existing carpet is 24" square tile. Salvage and reinstall. If not possible provide a matching border where carpet had to be removed for this project.
- Existing ceiling is wood. Ceiling appears to be in good condition. If found to be damaged during construction the ceiling should be replaced to match.
- Electrical: Two interior outlets. Dimmer switches. One exterior outlet.
- The contractor is must protect the interior of the building from the elements and construction debris throughout all of construction.
- The contractor is responsible for keeping the area clean and in safe condition for the golf course patrons.
- Interior to be secured by installing temporary wall to separate work area from shop. Locked access door to be included.

## **Exhibit B**

### **Payment Terms**

The cost to rebuild the southeast wall of Pheasant Ridge Pro Shop, addressing improvements listed in Exhibit A is up to \$40,958.00. This includes a \$5.15 per square foot of sheathing replacement, if required.

If, during construction, it is found that there are other framing members tied into the LVL, Contractor will discuss costs with the City.

Work will be completed on or before October 21, 2023.



PETECON-05

## CERTIFICATE OF LIABILITY INSURANCE

DATE (Item 34.)

5/23/2023

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

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

<b>PRODUCER</b> Brummel Madsen Insurance 318 Main Street Cedar Falls, IA 50613	<b>CONTACT NAME:</b> Cathy Wigant		
	<b>PHONE (A/C, No, Ext):</b> (319) 266-2644	<b>FAX (A/C, No):</b> (319) 277-2429	
	<b>E-MAIL ADDRESS:</b> cathyw@brummelmadsen.com		
<b>INSURED</b>  Peters Construction Corporation 901 Black Hawk Rd Waterloo, IA 50701	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> United Fire & Casualty Company		13021
	<b>INSURER B:</b> Lafayette Insurance Company		18295
	<b>INSURER C:</b> Nautilus Insurance Company		17370
	<b>INSURER D:</b> Cincinnati Insurance Company		10677
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		60530549	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Cyber Liability	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60530549	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			60530549	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	30304518	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution/Prof Liab			CPP2032596-12	8/1/2022	8/1/2023	Each Claim/aggregate	2,000,000
D	Excess umbrella liab			EXS 0624104	8/1/2022	8/1/2023	Each claim/aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Pheasant Ridge Pro Shop Wall Construction

City of Cedar Falls is included as additional insured on the General Liability policy, if required by written contract or agreement subject to the policy terms and conditions. Governmental Immunities applies in favor of City of Cedar Falls.

## CERTIFICATE HOLDER

## CANCELLATION

City of Cedar Falls 220 Clay St Cedar Falls, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## ADMINISTRATION

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

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** May 23, 2023  
**SUBJECT:** Land Maintenance Agreement between the City of Cedar Falls and Thomas Greiner

As you may recall the City of Cedar Falls recently acquired approximately 76 acres of land from Sandra Watson, Shirley Olander and Julie Ladage, just south of the West Viking Road Industrial Park expansion area (see attached location map). The City has already begun planning for the development of this property as part of the continued expansion of the industrial park, however site work for this property is not anticipated to begin this year.

Recently, city staff has had discussions with Thomas Greiner, who lives nearby at 2536 S. Union Road, regarding the maintenance of this property until development begins. He has farmed this property for a number of years, however the farm lease was cancelled by the previous owner, so the property is not under contract to be farmed this year.

Mr. Greiner would like to maintain the property for the City by planting cover vegetation, while also doing soil erosion control and weed control on the property. There would be no fee involved, as Mr. Greiner would maintain the land for the City at his expense on the condition that he is able to remove the cover vegetation from the property for feed for his cattle.

Staff believes that the property would benefit from the conservation of the property by enacting soil erosion controls and noxious weed measures while the property is awaiting development, and it would benefit the City by avoiding the time and expense for city staff to enact these same measures.

City Attorney Kevin Rogers has prepared the attached Land Maintenance Agreement between Thomas Greiner and the City of Cedar Falls. Thomas Greiner has reviewed the agreement and is agreeable to the terms and conditions.

Therefore, it is recommended that the City Council adopt a Resolution approving and authorizing execution of a Land Maintenance Agreement between Thomas Greiner and the City of Cedar Falls, Iowa.

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

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



## CITY OF CEDAR FALLS LAND MAINTENANCE AGREEMENT

THIS LAND MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF CEDAR FALLS, IOWA, an Iowa municipality, whose address, for the purpose of this Agreement is 220 Clay Street, Cedar Falls, Iowa, 50613 (the "City"), and Thomas Greiner, whose address for the purpose of this Agreement is 2536 S. Union Road, Cedar Falls, Iowa, 50613 ("Greiner").

WHEREAS, the City has acquired certain real estate situated in Black Hawk County, Iowa, a large portion of which is undeveloped agricultural land previously used for crop farming; and

WHEREAS, the undeveloped portion of the land is legally described in Exhibit "A" attached and is generally depicted in Exhibit "B" attached (the "Premises"); and

WHEREAS, the City intends to develop the Premises as an industrial park but it is not anticipated that development will commence prior to March 1, 2024; and

WHEREAS, the Premises would benefit from sound conservation, soil erosion control and noxious weed control measures while awaiting development and it would be a public benefit for the City to avoid the time and expense of such measures; and

WHEREAS, Greiner has farmed the Premises in prior years and is familiar with it; and

WHEREAS, Greiner has agreed to plant cover vegetation on the Premises and institute other conservation, soil erosion control and weed control measures, all at his own expense on the condition that he be allowed to remove the cover vegetation to use as he sees fit; and

WHEREAS, the City and Greiner have reached agreement on the above matters and now wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Greiner agree as follows:

**1. ACCESS TO AND USE OF PREMISES.** The City hereby allows Greiner full and complete access to and use of the Premises for the purposes set forth herein for the term of this Agreement, commencing as of the date first stated above. Nothing herein shall be construed, however, as interfering with or diminishing in any way the City's rights as owner of the Premises.

**2. MAINTENANCE OF PREMISES.** Greiner agrees to maintain the Premises in a manner consistent with sound conservation and soil erosion control practices and shall timely control all weeds, including noxious weeds, throughout the Premises. Greiner shall reasonably maintain existing watercourses, waterways, filter strips, ditches, drainage areas and tile drains. Greiner shall abstain from any practice which will cause damage to the Premises.

**3. PAYMENT.** Neither party shall pay any fee or rental under this Agreement. There shall be no sharing of profits, if any. Neither party shall be liable for any cost or expense incurred by the other party unless agreed to in writing in advance by the charged party. Greiner shall take no action that might cause a mechanic's lien or any other lien or encumbrance to attach to the Premises.

**4. TERM.** The term of this Agreement shall commence on the date first stated above and shall end at 11:59 p.m. on March 1, 2024, or on an earlier date as set forth in Paragraph 5 below. The term may be extended by mutual written agreement of the parties.

**5. INDUSTRIAL PARK.** Greiner acknowledges and agrees that the Premises will be developed as an industrial park by the City, but that the pace of development is uncertain at this time. Therefore, the City may require that Greiner's access to and use of all or a part of the Premises may be terminated prior to March 1, 2024. In the event that it is necessary or appropriate, in the sole discretion of the City, to develop all or part of the Premises prior to March 1, 2024, the City agrees to provide notice of such development to Greiner as soon as practicable, but no later than 30 days prior to the date that development commences, at which time Greiner's access to and use of the Premises shall end. Development includes any use of the Premises by the City consistent with the sale or lease of any part of the Premises and preparation for and commencement of any construction or construction preparation on any part of the Premises. Assuming proper notice has been given as provided herein, Greiner waives any and all claims arising out of or in any way connected to such early termination.

**6. COVER VEGETATION.** Greiner may at his own cost and expense plant, sow or seed cover vegetation and also remove such cover vegetation on the Premises that is consistent with sound conservation and soil erosion control practices and as well as weed control. The City shall approve such cover vegetation in advance, which approval shall not be unreasonably withheld. The City waives any interest in such vegetation, including stubble or residue. Greiner acknowledges and agrees that he may be required to remove such vegetation, if at all, within 30 days of notice as provided in Paragraph 5 above.

**7. ENVIRONMENTAL.** Greiner shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Greiner shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved, and in a manner consistent with manufacturer recommendations. No chemicals shall be stored on the Premises. No chemicals or chemical containers shall be disposed of on the Premises. Greiner shall immediately notify the City of any chemical discharge, leak or spill. No solid or liquid waste of any kind shall be disposed of anywhere on the Premises. Greiner shall employ all appropriate means to ensure that well or groundwater contamination does not occur. Trees shall not be destroyed

or removed from the Premises.

**8. FARM PROGRAMS.** Greiner shall not participate in any program offered by the U.S. Department of Agriculture or State of Iowa related to crop production or soil conservation affecting the Premises (this includes, without limitation, CRP programs).

**9. NO IMPROVEMENTS.** No structures, fences, buildings, hard surfacing, driveways, sidewalks or other improvements shall be erected, constructed, installed, placed or stored on the Premises. Vehicles, tools and equipment may not be kept or stored on the Premises but may be temporarily placed while being used on the Premises. Greiner assumes all risk of damage to vehicles, tools and equipment used on the Premises.

**10. NO WARRANTY.** Greiner takes the Premises as is, without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose. No representation or warranty is given regarding environmental conditions on the Premises. Greiner acknowledges that he has had sufficient opportunity to inspect the Premises.

**11. NO HUNTING.** No hunting of any kind shall be allowed on the Premises.

**12. NO AGENCY.** Neither party is the employee or agent of the other.

**13. NO ASSIGNMENT.** This Agreement shall not be assigned unless written approval is given in advance by the non-assigning party.

**14. TERMINATION.** This Agreement may be terminated by either party without cause upon 30 days written notice to the address of the other party. The parties shall retain all legal and equitable remedies after termination.

**15. NOT A FARM TENANCY.** The parties agree that this Agreement is not a farm tenancy as defined in Chapter 562 of the Code of Iowa so that the provisions of such Chapter do not apply to this Agreement.

**16. INSURANCE.** Greiner shall show proof of general liability insurance in the amounts of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for the Premises and shall keep such insurance in force for the entire term of this Agreement, including any extension.

**17. INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, Greiner agrees to defend, pay on behalf of, indemnify, and hold harmless the City and the City's elected and appointed officials, employees, agents and assigns (collectively the "City"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, by any person or entity, including by Greiner or any other person or entity on the Premises with the permission, express or implied, of Greiner (collectively "Greiner"), which arises out of or is in any way connected or associated with the use of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Greiner. Further, Greiner

hereby waives any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the use of the Premises or any part thereof.

**18. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses listed above unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Agreement when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

**19. PROVISIONS BINDING.** Each and every covenant and agreement herein shall extend to and be binding upon the respective successors and assigns of the parties.

**20. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter.

**21. CITY COUNCIL APPROVAL.** This Agreement shall not be effective unless and until approved by the City Council of the City.

IN WITNESS WHEREOF, the City and Greiner have executed this Land Maintenance Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

**CITY OF CEDAR FALLS, IOWA**

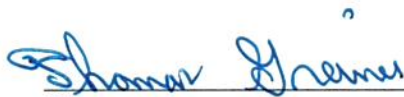
By:

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

Attest:

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

Thomas Greiner



Signature

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF BLACK HAWK )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green as Mayor and Jacqueline Danielsén, MMC, as City Clerk, both on behalf of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## Exhibit "A"

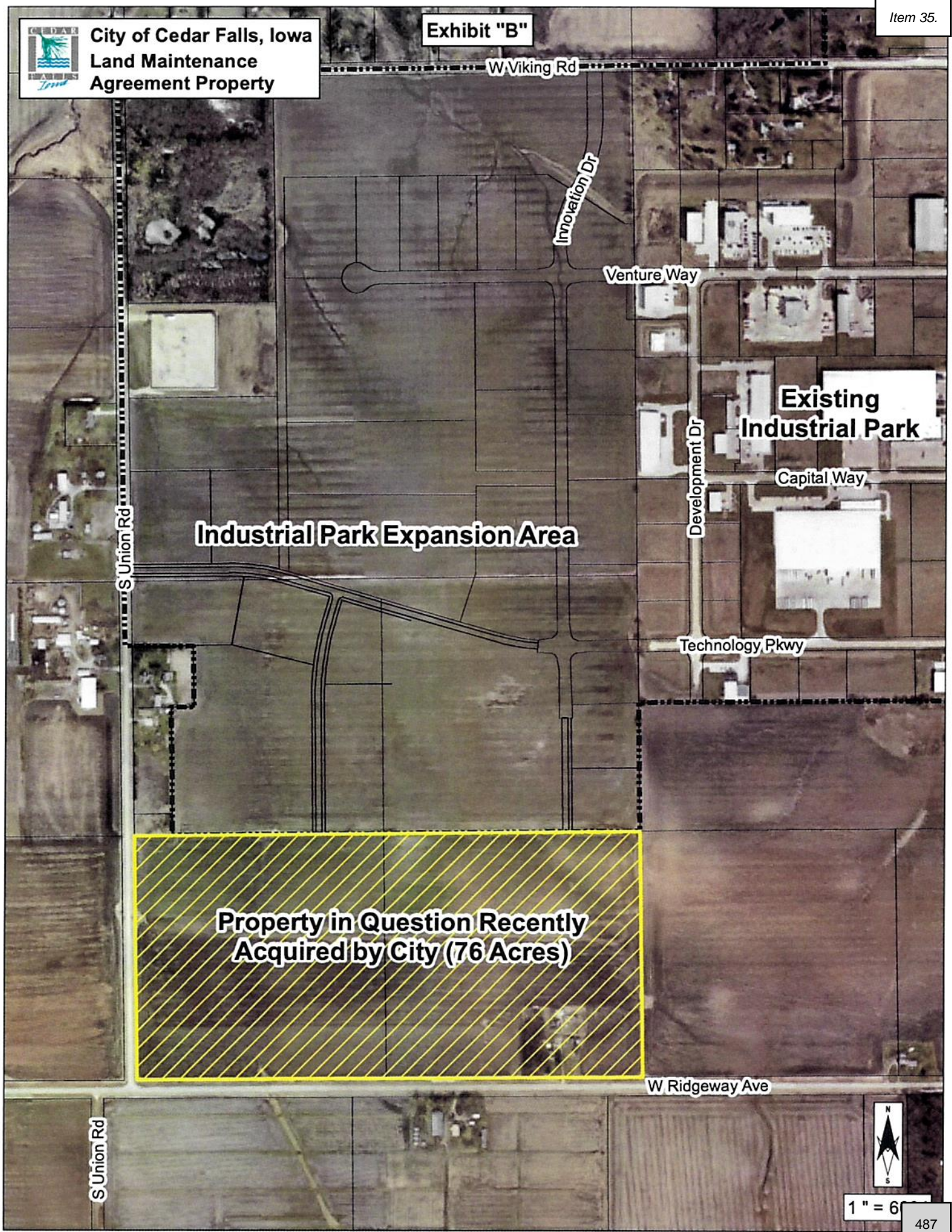
The South One Half of the Southwest Quarter of Section No. Thirty-Four (34), Township No. Eighty-Nine (89) North, Range No. Fourteen (14) West of the Fifth Principal Meridian, Black Hawk County, Iowa.





**City of Cedar Falls, Iowa**  
**Land Maintenance**  
**Agreement Property**

**Exhibit "B"**



W Viking Rd

Innovation Dr

Venture Way

**Existing Industrial Park**

Capital Way

Development Dr

Technology Pkwy

**Industrial Park Expansion Area**

**Property in Question Recently Acquired by City (76 Acres)**

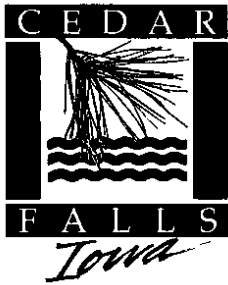
W Ridgeway Ave

S Union Rd



1" = 60'





## ADMINISTRATION

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

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** May 25, 2023  
**SUBJECT:** Tax Increment Financing (TIF) Project Resolution: Cedar Falls Utilities

On the agenda is a Resolution Approving a Cedar Falls Utilities Communication Utility Installation Project in the Cedar Falls Unified Highway 58 Urban Renewal Area. The proposed CFU utility project is to extend fiber communication services to lots within the West Viking Road Industrial Park expansion area.

As Council may recall, a process has been established whereby any potential CFU project seeking TIF reimbursement must first be approved by the CFU Board of Trustees and then submitted to City Council for review and approval. Any proposed CFU projects are reviewed by staff to insure that they are included in the Unified Highway 58 Corridor Urban Renewal Plan.

The proposed CFU communication project has been approved and is included in the Unified Highway 58 Urban Renewal Plan (updated by Amendment #6 in December 2020). Staff has reviewed Exhibit B (Project Description) attached and finds the project to be in compliance with the existing Urban Renewal Plan.

The CFU Board of Trustees approved this project at their May 10, 2023 meeting and City staff is recommending that City Council approve and adopt the following:

1. Resolution Approving a Cedar Falls Utilities Electric, Gas, Water, and Communications Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

If you have any questions, please let me know.

Xc: Ron Gaines, P.E., City Administrator  
 Jennifer Rodenbeck, Director of Finance & Business Operations  
 Wyanette Froehner, CFU Director of Finance and Organizational Services

**EXHIBIT B**  
**Schedule for Urban Renewal Projects (CFU-related)**  
**Eligible for Proposed TIF Reimbursement**

**Unified Hwy 58 UR Area**

**Cedar Falls Utilities**

**Name of Project:** West Industrial Park Fiber Expansion

**Location:** Technology Pkwy, Innovation Dr and Venture Way

**Narrative Describing Project:**

Project would include the cost of conduit, pedestals, cabinets, fiber, and all associated materials to provide the Western part of the Industrial Park with a redundant communications backbone between Two different Hut locations.

**How does the proposed Urban Renewal Project (CFU-related) address promotion of economic development (commercial and/or industrial) within the Unified Highway 58 Corridor Urban Renewal Area?**

This project would provide high speed redundant internet access crucial for business infrastructure. More business applications are hosted in offsite/cloud servers. Having this type of connection to the internet is essential to attract businesses to Cedar Falls.

**When will construction start?** July 2023

**Finish?** 2038

**Estimated cost?** \$1,200,000

**City**

**Where is this Urban Renewal Project (CFU-related) described in the Unified Highway 58 Corridor Urban Renewal Plan?** Page 7 CFU TIF Expenses

**Amendment Number:** #1 ongoing

**Paragraph of Amendment:** Item #5

**Amount Authorized in Plan:** \$2,800,000

**City Staff Recommendation:** (indicate whether the Project is expected to promote economic development)

Fiber utility expansion will provide fiber services to all lots within the industrial park expansion area, which will promote economic development within the URA.

*Reviewed By: S. J. [Signature]  
5/23/23*

**Approved by Council Resolution No.** \_\_\_\_\_

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

Attached to this Agreement are the following:

1. Mutually Agreeable terms for the specific Urban Renewal Project (CFU-related)
2. Construction Schedule

**Note:** Principal and Interest Schedules for debt related to each Urban Renewal Project (CFU-related) should be added when available.

**RESOLUTION NO. 6517****RESOLUTION APPROVING REQUEST TO THE CITY OF CEDAR FALLS FOR APPROVAL OF URBAN RENEWAL PROJECTS PRIOR TO COMMENCEMENT OF PROJECTS****[UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA]**

**Whereas**, the City of Cedar Falls, Iowa (the “City”) has established the Unified Highway 58 Corridor Urban Renewal Area (the “Unified Urban Renewal Area” or “Urban Renewal Area”) and has adopted a Unified Highway 58 Corridor Urban Renewal Plan (“Urban Renewal Plan”) and amendments thereto for undertaking urban renewal projects in the Urban Renewal Area; and

**Whereas**, the City and the Cedar Falls Municipal Electric, Gas, Water and Communications Utilities (“CFU”) have entered into a Development Agreement for the Unified Urban Renewal Area dated November 13, 2013, wherein CFU agreed to construct various projects within the Urban Renewal Area (“CFU Projects”) to provide electrical, gas, water and communications services that are critical to furthering the purposes of the Urban Renewal Plan; there was a subsequent January 2022 Amendment to the Development Agreement executed by the City and CFU; and

**Whereas**, CFU agreed to construct the CFU Projects in return for Economic Development Grants funded by incremental tax revenues within the Urban Renewal Area to reimburse CFU for the costs associated with the CFU Projects; and

**Whereas**, prior to commencing work on the CFU Projects, the Development Agreement states that CFU shall submit written schedules to, and obtain approval from, the City regarding the CFU Projects for which it intends to request reimbursement from the City when the CFU Projects are completed in the form of Exhibit B; and

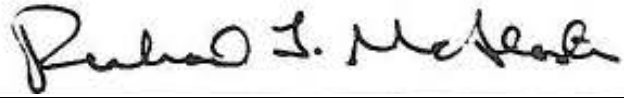
**Whereas**, the CFU Projects for each Utility are described on the attached Exhibits. Exhibit B-1 is the Electric Utility project with a projected cost of \$5,303,405; Exhibit B-2 is the Gas Utility project with a projected cost of \$2,260,000; Exhibit B-3 is the Communications Utility project with a projected cost of \$1,200,000.

**Now, Therefore, Be It Resolved** by the Boards of Trustees of the Municipal Electric, Gas and Communications Utilities of the City of Cedar Falls, Iowa, as follows:

1. The CFU Project described in Exhibits B-1, B-2 and B-3 for the Unified Highway 58 UR Area attached hereto are projects within the scope of the urban renewal projects to be undertaken by Cedar Falls Municipal Utilities pursuant to the Development Agreement, as amended.
2. The CFU Projects described in Exhibits B-1, B-2 and B-3 for the Unified Highway 58 UR Area shall be presented to the City in order to obtain approval from the City that the CFU Projects will be eligible for

reimbursement under the terms of the Development Agreement, as amended.

**Introduced and Adopted** this 10<sup>th</sup> day of May, 2023.



Richard L. McAlister – Vice Chair

Attest:



Jeffrey J. Engel – Secretary

The above Resolution was moved by Trustee Engel and seconded by Trustee Prideaux. Upon call of the roll, the following Trustees voted:

Aye: Iehl, McAlister, Engel, Prideaux, Soneson

Nay: None

Absent: None

Attachment: Exhibits B-1, B-2 and B-3 – Unified Highway 58 UR Area



## ADMINISTRATION

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

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** May 25, 2023  
**SUBJECT:** Tax Increment Financing (TIF) Project Resolution: Cedar Falls Utilities

On the agenda is a Resolution Approving a Cedar Falls Utilities Electric Utility Installation Project in the Cedar Falls Unified Highway 58 Urban Renewal Area. The proposed CFU utility project is to extend electric services to lots within the West Viking Road Industrial Park expansion area.

As Council may recall, a process has been established whereby any potential CFU project seeking TIF reimbursement must first be approved by the CFU Board of Trustees and then submitted to City Council for review and approval. Any proposed CFU projects are reviewed by staff to insure that they are included in the Unified Highway 58 Corridor Urban Renewal Plan.

The proposed CFU electric project has been approved and is included in the Unified Highway 58 Urban Renewal Plan (updated by Amendment #6 in December 2020). Staff has reviewed Exhibit B (Project Description) attached and finds the project to be in compliance with the existing Urban Renewal Plan.

The CFU Board of Trustees approved this project at their May 10, 2023 meeting and City staff is recommending that City Council approve and adopt the following:

1. Resolution Approving a Cedar Falls Utilities Electric, Gas, Water, and Communications Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

If you have any questions, please let me know.

Xc: Ron Gaines, P.E., City Administrator  
 Jennifer Rodenbeck, Director of Finance & Business Operations  
 Wynette Froehner, CFU Director of Finance and Organizational Services



**EXHIBIT B**  
**Schedule for Urban Renewal Projects (CFU-related)**  
**Eligible for Proposed TIF Reimbursement**

**Unified Hwy 58 UR Area**

**Cedar Falls Utilities**

**Name of Project:** West Viking Industrial Park

**Location:** West Viking Industrial Park

**Narrative Describing Project:**

Project is for the installation of a 600a main feeder line, distribution transformers, and 200a distribution circuits to install electric facilities in the West Viking Industrial Park.

**How does the proposed Urban Renewal Project (CFU-related) address promotion of economic development (commercial and/or industrial) within the Unified Highway 58 Corridor Urban Renewal Area?**

The installation of these facilities will allow the West Industrial Park to have electric services available to feed all lots, which would provide an essential service for the area to develop.

**When will construction start?** 07/01/2023

**Finish?** 12/31/2038

**Estimated cost?** \$5,303,405

**City**

**Where is this Urban Renewal Project (CFU-related) described in the Unified Highway 58 Corridor Urban Renewal Plan?** Page 12 CFU TIF Projects

**Amendment Number:** #3 ongoing

**Paragraph of Amendment:** Item #2

**Amount Authorized in Plan:** \$9,800,000

**City Staff Recommendation:** (indicate whether the Project is expected to promote economic development)

Electric utility expansion will provide electrical service to all lots within the Industrial Park expansion area, which will promote economic development in the URA.

**Approved by Council Resolution No.** \_\_\_\_\_

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

Reviewed By: SLH  
5/23/23

Attached to this Agreement are the following:

1. Mutually Agreeable terms for the specific Urban Renewal Project (CFU-related)
2. Construction Schedule

**Note:** Principal and Interest Schedules for debt related to each Urban Renewal Project (CFU-related) should be added when available.

**RESOLUTION NO. 6517****RESOLUTION APPROVING REQUEST TO THE CITY OF CEDAR FALLS FOR APPROVAL OF URBAN RENEWAL PROJECTS PRIOR TO COMMENCEMENT OF PROJECTS****[UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA]**

**Whereas**, the City of Cedar Falls, Iowa (the “City”) has established the Unified Highway 58 Corridor Urban Renewal Area (the “Unified Urban Renewal Area” or “Urban Renewal Area”) and has adopted a Unified Highway 58 Corridor Urban Renewal Plan (“Urban Renewal Plan”) and amendments thereto for undertaking urban renewal projects in the Urban Renewal Area; and

**Whereas**, the City and the Cedar Falls Municipal Electric, Gas, Water and Communications Utilities (“CFU”) have entered into a Development Agreement for the Unified Urban Renewal Area dated November 13, 2013, wherein CFU agreed to construct various projects within the Urban Renewal Area (“CFU Projects”) to provide electrical, gas, water and communications services that are critical to furthering the purposes of the Urban Renewal Plan; there was a subsequent January 2022 Amendment to the Development Agreement executed by the City and CFU; and

**Whereas**, CFU agreed to construct the CFU Projects in return for Economic Development Grants funded by incremental tax revenues within the Urban Renewal Area to reimburse CFU for the costs associated with the CFU Projects; and

**Whereas**, prior to commencing work on the CFU Projects, the Development Agreement states that CFU shall submit written schedules to, and obtain approval from, the City regarding the CFU Projects for which it intends to request reimbursement from the City when the CFU Projects are completed in the form of Exhibit B; and

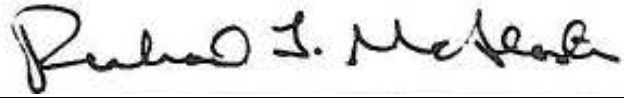
**Whereas**, the CFU Projects for each Utility are described on the attached Exhibits. Exhibit B-1 is the Electric Utility project with a projected cost of \$5,303,405; Exhibit B-2 is the Gas Utility project with a projected cost of \$2,260,000; Exhibit B-3 is the Communications Utility project with a projected cost of \$1,200,000.

**Now, Therefore, Be It Resolved** by the Boards of Trustees of the Municipal Electric, Gas and Communications Utilities of the City of Cedar Falls, Iowa, as follows:

1. The CFU Project described in Exhibits B-1, B-2 and B-3 for the Unified Highway 58 UR Area attached hereto are projects within the scope of the urban renewal projects to be undertaken by Cedar Falls Municipal Utilities pursuant to the Development Agreement, as amended.
2. The CFU Projects described in Exhibits B-1, B-2 and B-3 for the Unified Highway 58 UR Area shall be presented to the City in order to obtain approval from the City that the CFU Projects will be eligible for

reimbursement under the terms of the Development Agreement, as amended.

**Introduced and Adopted** this 10<sup>th</sup> day of May, 2023.



Richard L. McAlister – Vice Chair

Attest:



Jeffrey J. Engel – Secretary

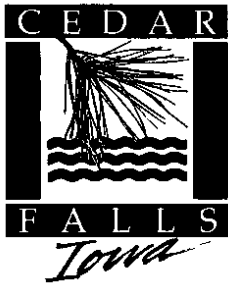
The above Resolution was moved by Trustee Engel and seconded by Trustee Prideaux. Upon call of the roll, the following Trustees voted:

Aye: Iehl, McAlister, Engel, Prideaux, Soneson

Nay: None

Absent: None

Attachment: Exhibits B-1, B-2 and B-3 – Unified Highway 58 UR Area



## ADMINISTRATION

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

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** May 25, 2023  
**SUBJECT:** Tax Increment Financing (TIF) Project Resolution: Cedar Falls Utilities

On the agenda is a Resolution Approving a Cedar Falls Utilities Gas Utility Installation Project in the Cedar Falls Unified Highway 58 Urban Renewal Area. The proposed CFU utility project is to extend natural gas service to lots within the West Viking Road Industrial Park expansion area.

As Council may recall, a process has been established whereby any potential CFU project seeking TIF reimbursement must first be approved by the CFU Board of Trustees and then submitted to City Council for review and approval. Any proposed CFU projects are reviewed by staff to insure that they are included in the Unified Highway 58 Corridor Urban Renewal Plan.

The proposed CFU gas project has been approved and is included in the Unified Highway 58 Urban Renewal Plan (updated by Amendment #6 in December 2020). Staff has reviewed Exhibit B (Project Description) attached and finds the project to be in compliance with the existing Urban Renewal Plan.

The CFU Board of Trustees approved this project at their May 10, 2023 meeting and City staff is recommending that City Council approve and adopt the following:

1. Resolution Approving a Cedar Falls Utilities Electric, Gas, Water, and Communications Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

If you have any questions, please let me know.

Xc: Ron Gaines, P.E., City Administrator  
 Jennifer Rodenbeck, Director of Finance & Business Operations  
 Wynette Froehner, CFU Director of Finance and Organizational Services

**EXHIBIT B**  
**Schedule for Urban Renewal Projects (CFU-related)**  
**Eligible for Proposed TIF Reimbursement**

**Unified Hwy 58 UR Area**

**Cedar Falls Utilities**

**Name of Project:** West Viking Industrial Park Gas Main Extension

**Location:** West Viking Industrial Park

**Narrative Describing Project:**

Extend the gas main along Venture way and Technology Parkway and along Innovation Drive west to Union Road to serve the new part of the W Viking Industrial Park. Also includes the gas main extension from Production Drive along Viking Road to Union Road. Any projected streets within the Unified Hwy 58 TIF district would be included in the scope of work.

**How does the proposed Urban Renewal Project (CFU-related) address promotion of economic development (commercial and/or industrial) within the Unified Highway 58 Corridor Urban Renewal Area?**

The availability of natural gas at higher pressures and volumes is one of the major attractions for industrial and commercial expansion and economic development of an industrial park.

**When will construction start?** 07/05/2023

**Finish?** 12/31/2038

**Estimated cost?** \$2,000,000

**City**

Where is this Urban Renewal Project (CFU-related) described in the Unified Highway 58 Corridor Urban Renewal Plan? Page 7 CFU TIF Expenses

**Amendment Number:** #1 ongoing

**Paragraph of Amendment:** Item #5 CFU TIF Expenses

**Amount Authorized in Plan:** \$2,150,000

**City Staff Recommendation:** (indicate whether the Project is expected to promote economic development)

Gas utility extension will provide natural gas service to all lots within the industrial park expansion area, which will promote economic development within the URA.

Reviewed By: [Signature]  
5/23/23

**Approved by Council Resolution No.** \_\_\_\_\_

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

Attached to this Agreement are the following:

1. Mutually Agreeable terms for the specific Urban Renewal Project (CFU-related)
2. Construction Schedule

**Note:** Principal and Interest Schedules for debt related to each Urban Renewal Project (CFU-related) should be added when available.

**RESOLUTION NO. 6517****RESOLUTION APPROVING REQUEST TO THE CITY OF CEDAR FALLS FOR APPROVAL OF URBAN RENEWAL PROJECTS PRIOR TO COMMENCEMENT OF PROJECTS****[UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA]**

**Whereas**, the City of Cedar Falls, Iowa (the “City”) has established the Unified Highway 58 Corridor Urban Renewal Area (the “Unified Urban Renewal Area” or “Urban Renewal Area”) and has adopted a Unified Highway 58 Corridor Urban Renewal Plan (“Urban Renewal Plan”) and amendments thereto for undertaking urban renewal projects in the Urban Renewal Area; and

**Whereas**, the City and the Cedar Falls Municipal Electric, Gas, Water and Communications Utilities (“CFU”) have entered into a Development Agreement for the Unified Urban Renewal Area dated November 13, 2013, wherein CFU agreed to construct various projects within the Urban Renewal Area (“CFU Projects”) to provide electrical, gas, water and communications services that are critical to furthering the purposes of the Urban Renewal Plan; there was a subsequent January 2022 Amendment to the Development Agreement executed by the City and CFU; and

**Whereas**, CFU agreed to construct the CFU Projects in return for Economic Development Grants funded by incremental tax revenues within the Urban Renewal Area to reimburse CFU for the costs associated with the CFU Projects; and

**Whereas**, prior to commencing work on the CFU Projects, the Development Agreement states that CFU shall submit written schedules to, and obtain approval from, the City regarding the CFU Projects for which it intends to request reimbursement from the City when the CFU Projects are completed in the form of Exhibit B; and

**Whereas**, the CFU Projects for each Utility are described on the attached Exhibits. Exhibit B-1 is the Electric Utility project with a projected cost of \$5,303,405; Exhibit B-2 is the Gas Utility project with a projected cost of \$2,260,000; Exhibit B-3 is the Communications Utility project with a projected cost of \$1,200,000.

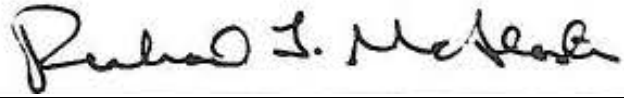
**Now, Therefore, Be It Resolved** by the Boards of Trustees of the Municipal Electric, Gas and Communications Utilities of the City of Cedar Falls, Iowa, as follows:

1. The CFU Project described in Exhibits B-1, B-2 and B-3 for the Unified Highway 58 UR Area attached hereto are projects within the scope of the urban renewal projects to be undertaken by Cedar Falls Municipal Utilities pursuant to the Development Agreement, as amended.
2. The CFU Projects described in Exhibits B-1, B-2 and B-3 for the Unified Highway 58 UR Area shall be presented to the City in order to obtain approval from the City that the CFU Projects will be eligible for



reimbursement under the terms of the Development Agreement, as amended.

**Introduced and Adopted** this 10<sup>th</sup> day of May, 2023.



Richard L. McAlister – Vice Chair

Attest:



Jeffrey J. Engel – Secretary

The above Resolution was moved by Trustee Engel and seconded by Trustee Prideaux. Upon call of the roll, the following Trustees voted:

Aye: Iehl, McAlister, Engel, Prideaux, Soneson

Nay: None

Absent: None

Attachment: Exhibits B-1, B-2 and B-3 – Unified Highway 58 UR Area



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, AICP, Planner III  
 Rose Phillips, Housing Planner II, INRCOG  
**DATE:** June 5, 2023  
**SUBJECT:** 1009 W. 3rd Street – CDBG Rental Rehabilitation Project #3-22-692  
 -Agreement with Bartelt Properties L.C.

Cedar Falls is a recipient of Community Development Block Grant (CDBG) funds that support several programs, including a Rental Rehabilitation to improve rental housing that is currently rented by Housing Choice Voucher (HCV or "Section 8") recipients or is proposed to be made available to HCV recipients.

The Rental Rehabilitation program is a five-year forgivable loan. The first rental rehabilitation property is with Bartelt Properties, L.C. at 1009 W. 3<sup>rd</sup> Street. The agreement provides for the requirements of the loan. If Bartelt Properties continues to rent the unit to an HCV holder, filling any vacancy with another HCV holder as soon as is feasible, the loan will be forgiven after 5 years. However, the loan will immediately come due and payable if the owner knowingly, willfully, and/or without exercising due diligence, enters into a lease of the assisted unit with an ineligible tenant. A mortgage will also be recorded on the property that refers to the agreement.

Attached are the forgivable loan agreement and the mortgage. The City Attorney has reviewed the agreement and mortgage.

The contract with the contractor Daniels Home Improvement is on a separate agenda item.

Staff recommends approving the forgivable loan agreement with Bartelt Properties L. C.

We will be happy to answer any questions the Council may have.

**FORGIVABLE LOAN AGREEMENT**  
**CDBG RENTAL REHABILITATION PROGRAM**

Account No. 3-22-692 Amount \$ 12,003.00  
 Owner Name Bartelt Properties, L.C. Date 5/24/2023  
 Address of Property 1009 W. 3<sup>rd</sup> Street, Cedar Falls, IA 50613

Legal Description of Property: The West 49 ½ feet of Lot 4, in Block 8, in A. Mullarky's Addition to Cedar Falls, in Black Hawk County, Iowa, and a strip of ground adjoining said Lot 4, commencing at the Southwest Corner of Lot 4, thence running North 132 feet, thence West 16 ½ feet; thence South 132 feet; thence East 16 ½ feet to the place of beginning.

WHEREAS, the City of Cedar Falls, Iowa (the "City"), participates in the federal Community Development Block Grant ("CDBG") Program; and

WHEREAS, as part of the CDBG Program, the City provides forgivable loans for the purpose of funding qualified improvements to property that is or will be leased to individuals who have a Housing Choice Voucher ("HCV") under federal housing assistance programs; and

WHEREAS, the City has determined that the above-named owner ("Owner") has proposed qualified improvements to the property described above ("Property") under the City's CDBG program and in compliance with CDBG laws, regulations and rules; and

WHEREAS, the Owner must agree to certain conditions for receipt of the forgivable loan and that such conditions be reduced to writing; and

WHEREAS, the property to be benefited by the forgivable loan must be subject to encumbrance to secure repayment of the loan in the event that the loan is not forgiven.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals, Exhibits Incorporated. The foregoing recitals and identifying information above as well as Exhibits attached are hereby made part of this Agreement by this reference as if fully set forth herein.

2. Repair Contract. The City agrees to pay the amount stated above to the contractor who completes the qualified improvements under the terms of a Repair Contract between the City, the contractor, and the Owner. Owner agrees to execute contemporaneously herewith a Repair Contract in the form attached as Exhibit A.

3. Payment by City is a Loan. Owner agrees that payment by the City under the Repair Contract is a loan, that such payment is made on Owner's behalf, that such payment is solely for the benefit of Owner, and Owner further agrees that Owner is solely responsible for repayment to the City, if required, to the extent called for in this Agreement.

4. Interest Free Loan. The forgivable loan described in this Agreement shall not bear interest.

5. Forgivable Loan; Term of Affordability. The forgivable loan described in this Agreement shall be forgiven in its entirety if Owner leases the Property to an HCV holder throughout the Term of Affordability. The "Term of Affordability" is defined for purposes of this Agreement as beginning on the Commencement Date and ending on the last day of the Sixtieth (60<sup>th</sup>) month thereafter.

a. If Owner is already leasing to an HCV holder at the time of application for the forgivable loan herein, the Commencement Date shall be the date of final disbursement of CBDG funds for the approved improvements to the Property.

b. If Owner is not already leasing to an HCV holder at the time of application for the forgivable loan herein, the Commencement Date shall be the first date of the lease to an HCV holder after the approved improvements to the Property have been completed; provided, however, that the Property must be leased to an HCV holder within Ninety (90) days after approved property improvement completion.

6. Vacated Property. If the HCV holder vacates the Property for any reason during the Term of Affordability, the Owner shall reserve the Property for another HCV holder and must make every reasonable effort to lease the Property to another HCV holder as soon as feasible thereafter. If the Property is leased to another HCV holder within Ninety (90) days of vacancy, the Term of Affordability shall not be extended. If the Property is not leased to another HCV holder within Ninety (90) days of vacancy, the Term of Affordability shall be extended for a period equal to the amount of time beyond Ninety (90) days that the property remained vacant. However, any vacancy greater than One Hundred Twenty (120) days shall be considered a permanent vacancy and the loan herein shall be repaid according to the schedule set forth in Paragraph 8 below.

7. Sale or Transfer of Property; Non-HCV Holder Lease; Permanent Vacancy. If, during the Term of Affordability, the Owner sells or transfers the Property, whether voluntarily or involuntarily, or if the Owner leases the Property to a non-HCV holder, or if the Property is vacant on a cumulative basis for more than One Hundred Twenty (120) days during the Term of Affordability, then the Owner shall repay the loan according to the schedule set forth in Paragraph 8 below. Notwithstanding the above, if sale or transfer or permanent vacancy of the Property occurs as a result of the death or serious illness of the Owner, or damage to or destruction of the Property through no fault of the Owner that makes the Property uninhabitable, repayment of the forgivable loan herein shall not be required.

8. Loan Repayment Schedule. If the Property is sold or transferred, or leased to a non-HCV holder, or becomes permanently vacant during the Term of Affordability (collectively, "Repayment Event"), the loan herein shall be repaid within Twenty (20) days of demand therefore by the City, according to the following schedule:

a. If a Repayment Event occurs within twelve (12) months of the Commencement Date of the Term of Affordability, one hundred (100) percent of the loan amount shall be due and payable to the City;

b. If a Repayment Event occurs between the 13<sup>th</sup> and 24<sup>th</sup> month after the Commencement Date of the Term of Affordability, Eighty (80) percent of the loan shall be due and payable to the City;

c. If a Repayment Event occurs between the 25<sup>th</sup> and 36<sup>th</sup> month after the Commencement Date of the Term of Affordability, Sixty (60) percent of the amount of the loan shall be due and payable to the City;

d. If a Repayment Event occurs between the 37<sup>th</sup> month and 48<sup>th</sup> month after the Commencement Date of the Term of Affordability, Forty (40) percent of the loan amount shall be due and payable to the City;

e. If a Repayment Event occurs Between the 49<sup>th</sup> and 60<sup>th</sup> month after the Commencement Date of the Term of Affordability, including any extensions to the Term of Affordability, Twenty (20) percent of the loan amount shall be due and payable to the City.

f. If no Repayment Event occurs during the Term of Affordability, including any extensions thereof, the loan herein shall not be required to be repaid and shall be considered forgiven as of the end of the Term of Affordability and any extensions thereof.

9. Mortgage. Owner agrees to execute contemporaneously herewith a mortgage in the form attached hereto as Exhibit B as collateral for the forgivable loan herein. Such mortgage shall be recorded at Owner's cost.

10. Loan Does Not Exceed 50% of Assessed Value. Owner hereby certifies and represents that the amount of loan stated above does not exceed Fifty (50) percent of the Black Hawk County Auditor's assessed value of the Property, unless an approved exception applies, such as the Property is listed or designated by an appropriate authority as a landmark or located within an historic district.

11. Loan Does not Exceed Equity in Property. Owner hereby certifies and represents that the amount of the loan stated above does not exceed the difference between the combined unpaid balance of all purchase money loans on the Property and the fair market value of the Property after approved improvements are completed.

12. Taxes. Owner shall be solely responsible for federal and/or state income taxes payable as a result of any loan amounts that are forgiven.

13. No Assignment. This Agreement may not be assigned without the prior written consent of the City. Any approved assignment must include an assumption by assignee of all duties and obligations under this Agreement.

14. Subordination. The forgivable loan herein shall be subject to and subordinated to any purchase money loan for the Property.

15. Termination of Restrictions. In the event of foreclosure or deed in lieu of foreclosure of the Property, any provisions herein restricting leasing of the Property to HCV holders shall be of no further effect and any subsequent owner after foreclosure shall take title to the Property free and clear of such restriction.

16. Amendment. This Agreement may not be modified or amended except in writing and signed by the parties hereto.

17. Governing Body. This Agreement shall not be effective unless and until approved by the City Council of the City.

18. Successors and Assigns. This Agreement is binding upon the approved assigns and successors of the parties.

19. Integration. This Agreement constitutes the entire understanding of the parties, and supersedes any previous understandings between the parties with respect to the matters addressed herein.

20. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Iowa, regardless of choice of law principles.

21. Notice. Any notices given pursuant to this Agreement shall be in writing and shall either be personally delivered, emailed, or sent by ordinary mail to:

Bartelt Properties, L.C., 303 Pearl Street, Cedar Falls, IA 50613

City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

22. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year above first written.

(Signature lines)



## THE CITY OF CEDAR FALLS, IOWA

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

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

OWNER:  
Bartelt Properties L.C.

By: Bartelt Properties LC by Wayne # Bartelt Manager  
Wayne Bartelt, Owner, Bartelt Properties, L.C.

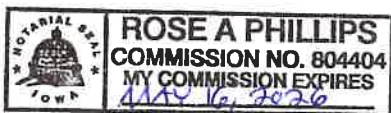
STATE OF IOWA     )

) ss:

COUNTY OF BLACK HAWK     )

This instrument was acknowledged before me on the 24<sup>th</sup> day of May, 2023,  
by Wayne Bartelt, Owner of Bartelt Properties, L.C.

Rose Phillips  
Notary Public in and for the State of Iowa



**REAL ESTATE MORTGAGE**  
**CITY OF CEDAR FALLS**  
**RENTAL HOUSING REHABILITATION PROGRAM**

1. **GRANT OF MORTGAGE AND SECURITY INTEREST** For valuable consideration, on May 24, 2023, BARTELT PROPERTIES L.C., (the "*Mortgagor*"), hereby grant, mortgage and convey to the City of Cedar Falls, Iowa (the "*Mortgagee*") a security interest in all of the following described property:

- a. LAND AND BUILDINGS situated in Black Hawk County, Iowa (the "*Land*"); at **1009 W. 3<sup>rd</sup> Street, Cedar Falls, Iowa 50613**, and legally described as:

**The West 49 ½ feet of Lot 4, in Block 8, in A. Mullarky's Addition to Cedar Falls, in Black Hawk County, Iowa, and a strip of ground adjoining said Lot 4, commencing at the Southwest Corner of Lot 4, thence running North 132 feet, thence West 16 ½ feet; thence South 132 feet; thence East 16 ½ feet to the place of beginning.**

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "*Buildings*"), including all hereditaments, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land (the Land, Buildings and all of such rights and interests are collectively referred to as the ("*Mortgaged Property*").

- b. **PERSONAL PROPERTY.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs. Replacements and substitutes of, to, and for the foregoing the ("*Personal Property*").
- c. **REVENUES AND INCOME.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "*Revenues and Income*").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called "*Mortgaged Property*"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

2. **OBLIGATIONS** This Mortgage secures the following (hereinafter collectively referred to as the "*Obligations*"):

- a. The payment of the loan made by Mortgagee to Bartelt Properties L.C., evidenced by a Repair Contract Agreement (the "*Agreement*") dated May 24, 2023 in the principal amount of **\$ 12,003.00 (Twelve thousand and three dollars)** (the "*Loan*"); and
- b. All other obligations of Mortgagors to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety,

including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

- c. Term of Affordability. The Mortgageors shall comply with the terms of the Agreement and this Mortgage for a term of Five (5) years from the Commencement Date as defined in the Agreement (the “*Term of Affordability*”), and if complied with, the original Loan amount shall be forgiven its entirety.

- d. Ownership Requirement; HCV Holder Requirement; Vacancy; Loan Recapture. The Mortgageors shall own the Mortgaged Property, shall lease the Mortgaged Property to HCV Holders only, and the Mortgaged Property shall not be permanently vacated. The Mortgageors shall notify the Mortgagee if any of the following events occurs prior to the end of the Term of Affordability: if any Mortgageor sells, abandons or otherwise transfers the Mortgaged Property, whether voluntarily or involuntarily, or leases the Mortgaged Property to a non-HCV Holder, or the Mortgaged Property is vacant for a cumulative period exceeding 120 days (“*Repayment Event*”).

The original Loan amount shall be forgiven according to the following schedule:

- I. If a Repayment Event occurs within twelve (12) months of the Commencement Date of the Term of Affordability, one hundred (100) percent of the loan amount shall be due and payable to the City;
- II. If a Repayment Event occurs between the 13<sup>th</sup> and 24<sup>th</sup> month after the Commencement Date of the Term of Affordability, Eighty (80) percent of the loan shall be due and payable to the City;
- III. If a Repayment Event occurs between the 25<sup>th</sup> and 36<sup>th</sup> month after the Commencement Date of the Term of Affordability, Sixty (60) percent of the amount of the loan shall be due and payable to the City;
- IV. If a Repayment Event occurs between the 37<sup>th</sup> month and 48<sup>th</sup> month after the Commencement Date of the Term of Affordability, Forty (40) percent of the loan amount shall be due and payable to the City;
- V. If a Repayment Event occurs Between the 49<sup>th</sup> and 60<sup>th</sup> month after the Commencement Date of the Term of Affordability, including any extensions to the Term of Affordability, Twenty (20) percent of the loan amount shall be due and payable to the City.
- VI. If no Repayment Event occurs during the Term of Affordability, including any extensions thereof, the loan herein shall not be required to be repaid and shall be considered forgiven as of the end of the Term of Affordability and any extensions thereof.

Any Loan amount not forgiven according to this schedule shall be considered the “*Recapture Amount*.” If, during the Term of Affordability, any Repayment Event occurs, mortgageor shall pay immediately to the Mortgagee the entire Recapture Amount.

3. **REPRESENTATIONS AND WARRANTIES OF MORTGAGORS.** Mortgageors represent, warrant and covenant to Mortgagee that (i) Mortgageors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgageors have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgageors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. (vi) Mortgageor not acting, directly or indirectly, for or on behalf

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

- 4. PAYMENT AND PERFORMANCE OF THE OBLIGATIONS.** Mortgagors will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.
- 5. TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.
- 6. LIENS.** Mortgagors shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagors shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.
- 7. COMPLIANCE WITH LAWS.** Mortgagors shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.
- 8. PERMITTED CONTESTS.** Mortgagors shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagors' liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.
- 9. CARE OF PROPERTY.** Mortgagors shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagors shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.
- 10. INSURANCE.**
  - a. **RISKS TO BE INSURED.** Mortgagors, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagors' option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation

endorsement. Mortgagors will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagors will maintain such other insurance as Mortgagee may reasonably require.

- b. **POLICY PROVISIONS.** All insurance policies and renewals thereof maintained by Mortgagors pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.
- c. **DELIVERY OF POLICY OR CERTIFICATE.** If requested by Mortgagee, Mortgagors will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagors shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagors shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.
- d. **ASSIGNMENT OF POLICY.** If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagors in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.
- e. **NOTICE OF DAMAGE OR DESTRUCTION; ADJUSTING LOSS.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagors will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagors in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagors do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagors.
- f. **APPLICATION OF INSURANCE PROCEEDS.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.
- g. **REIMBURSEMENT OF MORTGAGEE'S EXPENSES.** Mortgagors shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorney's fees, and all such expenses shall be additional amounts secured by this Mortgage.

**11.INSPECTION.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property

or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgageors shall in no way rely or claim reliance thereon.

**12. PROTECTION OF MORTGAGEE'S SECURITY.** Subject to the rights of Mortgageors under paragraph 8 hereof, if Mortgageors fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 0% per annum, shall become an Obligation of Mortgageors secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgageors unless Mortgageors and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgageors for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

**13. CONDEMNATION.** Mortgageors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgageors, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

**14. FIXTURE FILING.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgageors as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

**15. EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

- a. Mortgageors shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.
- b. Mortgageors shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgageors under the United States Bankruptcy Code or Mortgageors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
- c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.
- d. An event of default, however defined, shall occur under any other mortgage,



assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

- e. The Mortgagors sell, vacate, abandon or otherwise transfer the Mortgaged Property, whether voluntarily or involuntarily.
- f. The Mortgagors fail to pay all taxes or assessments when due, to pay required insurance when due, or to maintain the Mortgaged Property in good condition.
- g. The Mortgagors fail to perform any other material term or condition of this Mortgage or the Agreement.

**16.ACCELERATION; FORECLOSURE.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.
- b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.
- c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

**17.REDEMPTION.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months or reduced to three (3) months if the property is not used for an agricultural purpose as defined in section 535.13. provided in all cases under this section the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first two (2) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to three (3) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period

shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

**18. ATTORNEYS' FEES.** Mortgagors shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

**19. FORBEARANCE NOT A WAIVER, RIGHTS AND REMEDIES CUMULATIVE.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

**20. NOTICES.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

- a. If to Mortgagors, to: Bartelt Properties, L.C., 303 Pearl Street, Cedar Falls, IA 50613
- b. If to Mortgagee, to: City of Cedar Falls, Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613

Or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

**21. SEVERABILITY.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

**22. FURTHER ASSURANCES.** At any time and from time to time until payment in full of the Obligations, Mortgagors will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.

**23. SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; AGENTS; CAPTIONS.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**24. GOVERNING LAW.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa and the federal laws and regulations governing the CDBG or HOME Program, as applicable.

**25. RELEASE OF RIGHTS OF DOWER, HOMESTEAD AND DISTRIBUTIVE SHARE.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

26. **ACKNOWLEDGMENT OF RECEIPT OF COPIES OF DEBT INSTRUMENT.** Mortgagors hereby acknowledge the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

Dated: May 24, 2023

Bartelt Properties L.C. by Wayne H Bartelt  
Bartelt Properties, L.C., Mortgagor Bartelt  
Manager

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Dated: May 24, 2023

Bartelt Properties L.C. by Wayne H Bartelt  
Bartelt Properties, L.C., Mortgagor Bartelt  
Manager

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on May 24, 2023, by Bartelt Properties, L.C.

Mae G Phillips  
Signature of Notary Public





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, AICP, Planner III  
 Rose Phillips, Housing Planner II, INRCOG  
**DATE:** June 5, 2023  
**SUBJECT:** 1009 W. 3rd Street – CDBG Rental Rehabilitation Project #3-22-692  
 -Contract with Daniels Home Improvement

Cedar Falls is a recipient of Community Development Block Grant (CDBG) funds that support several programs, including a Rental Rehabilitation to improve rental housing that is currently rented by Housing Choice Voucher (HCV or "Section 8") recipients or is proposed to be made available to HCV recipients.

On November 7, 2022, the Cedar Falls City Council awarded a contract to Daniels Home Improvement for rehabilitation of a rental property at 1009 W. 3rd Street owned by Bartelt Properties, L.C., following a competitive procurement process (Resolution No. 22,967). Due to weather-related delays, the project has not yet proceeded.

The property owner and contractor have also requested a change order to modify the scope of work. The proposed change order will reduce the total project cost from \$15,873.00 to \$12,003.00, since the owner privately procured and paid for some concrete work specified in the original contract approved by the City. The proposed change order will also add specifications to replace deteriorated entry doors and storm doors, though the added cost of these items is less than the cost of the concrete work that will be removed from the scope.

Because of the time that has elapsed since initial contract award, as well as the significant changes to the project scope that are requested, City and INRCOG staff believe it is appropriate to submit an updated contract with the proposed change order to the City Council. The new contract and agreement with the owner are attached.

The Forgivable Loan Agreement with Bartelt Properties, L.C. is on a separate agenda item.

Staff recommends approving the Contract with Daniels Home Improvement to do the improvements as listed in Exhibit A at 1009 W. 3rd Street.

We will be happy to answer any questions the Council may have.

## REPAIR CONTRACT

This Contract made the day hereinafter set forth by and between Bartelt Properties, L.C., hereinafter referred to as the "Owner" and Daniels Home Improvement, hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 1009 W. 3<sup>rd</sup> Street, Cedar Falls, Iowa; and

WHEREAS, the said premises are located in the area designated as Project No. 3-22-692 of the Community Development Block Grant (CDBG) Rental Rehabilitation Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions



## REPAIR CONTRACT

Project # 3-22-692

5/23/2023

will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 20 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 60 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor \$12,003.00 for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may

be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the

time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

#### Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
  - Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
  - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
  - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
  - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
  - The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or

REPAIR CONTRACT  
Project # 3-22-692  
5/23/2023

be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- (c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."



REPAIR CONTRACT  
Project # 2-22-691  
7/6/2022

CONTRACTOR**Daniels Home Improvement**

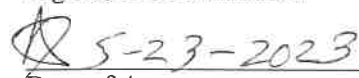
Contractor Firm Name

**3358 Bristol Road**

Contractor's Address

**Waterloo, IA 50701**

City, State, Zip

  
Signature of Contractor  
Date of AcceptanceACCEPTANCE BY OWNER(S)**Bartelt Properties L.C.**

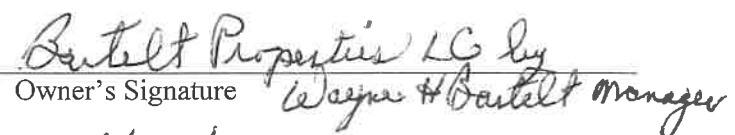

Owner(s) Name

303 Pearl Street

Owner's Address

Cedar Falls, IA 50613

City, State, Zip

  
Owner's Signature Wayne H. Bartelt Manager  
Date of Acceptance**CITY OF CEDAR FALLS, IOWA**

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

Rob Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**Exhibit A: Scope of Work (Changes from 11/7/22 Contract in ~~Strikethrough~~ and Underline)**

Wayne Bartelt - Bartelt Rentals L.C.  
1009 W. 3rd Street  
Cedar Falls, IA 50613

Line Item	Scope of Work	Rehab Manual Section	Original Cost	Updated Cost
1	<del>For each of the two front entrances, remove the front concrete steps on the right side entrance and a section of the old concrete landing approximately eight feet wide in front of the door. Fill in the exposed end of the remaining landing with concrete block, brick or concrete. Remove the excess dirt and regrade to provide slope away from the house. Remove two shrubs in front of the landing.</del>	200	<del>\$ 5,375</del>	\$ 3,500
2	<del>For each of the two front entrances on the right side, pour a 4" thick concrete pad approximately 8' x 12' to align with existing concrete steps coming up from the that extends out to meet existing sidewalk.</del>	300	<del>\$ 5,375</del>	\$ 1,623
3	<del>For each of the two front entrances on the right side, install a set of precast concrete steps with a landing on the new pad, include a wrought iron handrail.</del>	300.2 2000.2	<del>\$ 3,975</del>	\$ 3,650
4	<del>Install a section of guardrail on the open end of the landing. It may be metal or composite.</del>	300.2 2000.2	<del>\$ 875</del>	\$ -
5	<del>Replace the left right front entrance doors with prehung steel doors. Each door shall resemble a traditional paneled residential door and have a small window. Include a lockset and painting the entire door, jambs and trim. Requires Lead Safe Work Practices</del>	900	\$ -	\$ 3,000
6	Install an aluminum combination storm door on each of the two front entrances. Consult with owner about which sides should have hinges.		\$ -	\$ 1,050
7	City Permits		<del>\$ 273</del>	\$ 230

Total: \$ ~~15,873~~ 12,003

Cont'd on next page →

Bartelt Rentals L.C. 1009 W. 3rd St - Change Order and Updated Scope of Work, cont'd

5/24/23

Owner Signature: Bartelt Rentals L.C.

Date

*[Signature]*

5-23-2023

Contractor Signature: Daniels Home Improvement

Date

*[Signature]*

5/23/2023

INRCOG Signature

Date

*[Signature]*

5/25/2023

City Signature

Date

ALTERNATES				
1	For each of the two front entrances, build a set of wood steps with a 4' x 4' landing. The risers are to treated wood and the treads, deck and handrail/guardrail are to be <b>composite</b> (Trex or equiv.). <b>This alternate would replace Line Item 3.</b>		\$ 5,000.00	\$ -
2	Remove the front left concrete steps and a section of the landing approximately eight feet wide in front of the front left door. Fill in the exposed end of the remaining landing with concrete block, brick or concrete. <b>This alternate would replace Line Item 1.</b>		\$ 8,500.00	\$ -
3	Pour a 4" thick concrete pad approximately 8' x 12' to align with existing front left concrete steps coming up from the sidewalk. <b>This alternate would replace Line Item 2.</b>	300 600	\$ 4,500.00	\$ -
4	For the front left entrance, build a set of wood steps with a 4' x 4' landing. The risers are to treated wood and the treads, deck and handrail/guardrail are to be <b>composite</b> (Trex or equiv.). <b>This alternate would replace Line Item 3.</b>		\$ 2,500.00	\$ -
5	Remove the front right entrance door, frame in and insulate. Cover the interior with sheetrock and finish to match existing wall. Cover the exterior with 1/2" OSB and cement fiber shingle siding (Hardi Board or equivalent).		\$ 1,800.00	\$ -

Exterior paint is NOT lead-based as confirmed by testing. However, the interior IS presumed to contain lead-based paint; therefore certain items are noted where the disturbance of lead paint is expected. ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.

Exhibit B  
FEDERAL REGULATIONS PROHIBITING USE OF  
LEAD-BASED PAINT AND ELIMINATION OF  
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

## Relocation Screening Sheet for Projects with Lead Hazard Reduction Activities

Property Address: 1009 W. 3rd St Owner: Bartelt Properties L.C.

Relocation for this project is: (check one)

       Required (All items listed in Section A will be performed and appropriate documents will be attached.)

       X Not required due to circumstances listed in Section B.

Note: If circumstances change, relocation may be required.

A. Relocation of occupants is required and the following activities will occur for occupant protection:

- Occupants will not be permitted to enter the worksite during hazard reduction activities.
- Occupants will be temporarily relocated to a lead-safe unit before and during hazard reduction activities for their protection.
- Dwelling unit and worksite will be secured against unauthorized entry.
- Occupants' belongings in a containment area will be relocated to a secure area outside the containment area or covered with appropriate materials.

B. Relocation of occupants is not required due to the following circumstances:

- Work will not disturb lead-based paint, or involve any lead dust hazard reduction activities.
- Work in the interior of the unit will be completed within one period in eight daytime hours, the site will be contained, and the work will not create other safety, health, or environmental hazards.
- Only the building's exterior will be treated; the windows, doors, ventilation intakes, and other openings near the worksite will be sealed during hazard reduction activities and cleaned afterward; and a lead-free entry will be provided.
- Treatment will be completed within five calendar days; the work area will be sealed; at the end of each day, the area within 10 feet of the containment area will be cleared of debris and cleaned; at the end of each day, occupants will have safe access to sleeping areas, bathroom, and kitchen facilities; and treatment will not create other safety, health, or environmental hazards.
- Occupants are elderly and have signed an Elderly Waiver for Relocation (attached).

Wayne H. Bartelt  
Owner Signature

05/24/2023  
Date

[Signature]  
City of Cedar Falls Representative

5/25/23  
Date

[Signature]  
Tenant Signature

5/24/23  
Date



**NOTIFICATION THAT LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS ARE PRESUMED TO BE PRESENT  
AND NOTIFICATION OF A VISUAL RISK ASSESSMENT**

Date of Presumption/Visual Risk Assessment: 5/16/2022

Address/Location of Property Evaluated: 1009 W. 3rd Street  
Street Address  
Cedar Falls, IA 50613  
City, State, Zip

**Summary Results of Presumption/Visual Risk Assessment:**  
**(Check One)**

X Lead-based paint is presumed to be present, but no lead-based hazards were identified.

       Lead-based paint and paint hazards are presumed to be present.

See page(s) 3-4 of the attached report for a summary of the results of this visual risk assessment/presumption of lead-based paint or lead-based paint hazards.

**For additional information about this visual risk assessment/presumption of lead-based paint or lead-based paint hazards, please contact:**

Name: Rose Phillips  
Print Clearly

Agency Name: Iowa Northland Regional Council of Governments

Address: 229 East Park Avenue  
Waterloo IA 50703  
City State Zip

Phone Number: (319) 235-0311  
(Area Code)

**This Notice was Prepared by:** Richard Dewater  
Name:

Signature: 

Certification#: LEAD-INSP-10099

**CDBG Rental Rehabilitation Scope of Work**  
Wayne Bartelt - Bartelt Rentals L.C. (319) 939-0756  
1009 W. 3rd Street  
Cedar Falls, IA 50613

Line Item	Scope of Work
<b>HEATING</b>	
1	Replace the furnace with a high efficiency, 92%+ gas furnace with programmable thermostat.
<b>EXTERIOR</b>	
2	Replace the following windows with vinyl replacement windows. Safety glass is required in all windows less than 18 inches above the floor or as required by City code. Requires Lead Safe Work Practices
	Living Room - 2 windows
	Dining Room - 1 window
	Bathroom - 1 window
	Kitchen - 2 windows
	Bedroom - 1 window
	2nd floor stairway - 1 window
	2nd floor northeast bedroom - 2 windows
	2nd floor southwest bedroom - 2 windows
	2nd floor southeast bedroom - 3 windows
	2nd floor bathroom - 1 window
3	Remove the front concrete steps and landing. Install a set of precast steps with a wrought iron handrail at each of the entrances. Include placing a concrete pad under each set of steps that extends out to meet existing sidewalks.
<b>OTHER</b>	
4	Lead Safe Work Practices - Interior site preparation and cleanup.
5	City permits.

Continued on Next Page →

ALTERNATES	
1	Replace the central air conditioning unit with a high efficiency air conditioning unit.
2	Remove the front concrete steps and landing. Build a set of treated wood steps with a 4' x 4' landing at each of the two front entrances. Include a wooden handrail on the steps and a guardrail on the landing.
3	Remove the front right entrance door and the side basement door, frame in and insulate. Cover the interior with sheetrock and finish to match existing wall. Cover the exterior with ½" OSB and cement fiber siding Hardi Board or equivalent. Requires Lead Safe Work Practices
4	Install a prehung steel door in the entrances listed below include a lockset, deadbolt, small window and painting the entire door and frame. Requires Lead Safe Work Practices
	Front Left Entrance
	Front Right Entrance (omit if doing Alternate 3)
	Basement Side Entrance
	Rear Entrance
5	Install an aluminum combination storm door on the front entrance. Requires Lead Safe Work Practices

Exterior paint is NOT lead-based as confirmed by testing. However, the interior IS presumed to contain lead-based paint; therefore certain items are noted where the disturbance of lead paint is expected. ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.

## VISUAL RISK ASSESSMENT INSPECTION REPORT

OWNER(S) Wayne Bartelt

ADDRESS 1009 3<sup>rd</sup> St. Cedar Falls, IA 50613

Year built 1900

INSPECTOR Richard Dewater

Iowa Department of Public Health Certification # LEAD-INSP-10099

DATE OF INSPECTION 5/16/22

My inspection assumed all painted surfaces have at one time or another been painted with lead paint if the structure was built before 1978. Painted surfaces that are chipped, peeling, worn by friction or impact or otherwise disturbed are considered a lead paint hazard using the Visual Risk Assessment Protocol.

**I inspected the home at 1009 3<sup>rd</sup> St. in Cedar Falls, Iowa using the Visual Risk Assessment Protocol and found peeling paint on the exterior siding & trim.**

**The owner stated the peeling paint was applied about 20 years ago.**

**I will take samples and send to the lab for analysis.**

## VISUAL RISK ASSESSMENT INSPECTION REPORT COMMENTS

I inspected three properties for the Cedar Falls Rental Rehabilitation program owned by Wayne Bartelt on 5/16/22.

915 W 4<sup>th</sup> St.

1003 W 4<sup>th</sup> St.

1009 W 3<sup>rd</sup> St.

All three houses were built before 1978 and the Visual Risk Assessment Protocol requires that painted surfaces that are chipped, peeling, worn by friction or impact or otherwise disturbed be **potentially** considered as a lead paint hazard.

All three properties had peeling paint, to some degree, on the siding and window/door trim. The owner stated that his paint was applied approximately 20 years ago and did not feel it was a problem.

The decision was made to take paint chip samples from the siding & trim on all three houses and have them tested by Accurate Analytical Testing Lab. The samples were sent on 5/16/22.

The Lab results were received on 5/26/22 and all samples were under the limit of 0.5% by weight or 5,000 ppm.

**No action is required by the lead paint standards.**

INSPECTOR - Richard Dewater # LEAD-INSP-10099



30105 Beverly Road  
Romulus, MI 48174  
Ph: 734-629-8161; Fax: 734-629-8431

### Certificate of Analysis: Lead In Paint by EPA SW-846 7420 and 3050B\*

Client : Richard Dewater  
930 2nd Ave  
Evansdale, IA 50707

Attn : Richard Dewater Email : rdewater@live.com  
Phone : (319) 404-8489 Fax :

AAT Project : 799849  
Sampling Date : 05/19/2022  
Date Received : 05/24/2022  
Date Analyzed : 05/25/2022  
Date Reported : 05/26/2022

Client Project : 915 1003 4TH ST - 1009 3RD ST

Project Location : 915 1003 4TH ST - 1009 3RD ST

Lab Sample ID	Client Code	Sample Description	PPM	Result Lead (% by weight)	Calculated R L (% by weight)
7461639	1	915 A TRIM	848	0.0848	0.0008
7461640	2	915 B SIDING	340	0.0340	0.0019
7461641	3	1003 A TRIM	752	0.0752	0.0006
7461642	4	1003 B SIDING	327	0.0327	0.0005
7461643	5	1009 A TRIM	4133	0.4133	0.0005
7461644	6	1009 B SIDING	120	0.0120	0.0005

Analyst Signature

Alexis Pheeneey

RL= Reporting Limit \* For true values assume (2) significant figures. The method and batch QC is acceptable unless otherwise stated. Current EPA/HUD Interim Standard for lead in paint samples is: 5000 PPM (parts per million) or ug/g which is equivalent to 0.5% by weight. AAT internal sop S203. The laboratory operates in accord with ISO 17025 guidelines and holds limited scopes of accreditation under AIHA-LAP and NY State DOH ELAP programs. These results are submitted pursuant to AAT LLC current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. Analytical results relate to the samples as received by the lab. AAT will not assume any liability or responsibility for the manner in which the results are used or interpreted. Reproduction of this document other than in its entirety is not permitted. All Quality control requirements for the samples this report contains have been met. AAT does not blank correct reported values. Sample data apply only to items analyzed. Samples are stored for 15 days following report date. \* = Validated modified method  
AIHA LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042







30105 Beverly Road  
Romulus, MI 48174  
Ph: 734-629-8161; Fax: 734-629-8431

To : Richard Dewater  
930 2nd Ave  
Evansdale, IA 50707

Attn : Richard Dewater

Email : rdewater@live.com

Phone : (319) 404-8489

Project Location : 915 1003 4TH ST - 1009 3RD ST

AAT Project : 799849

Client Project : 915 1003 4TH ST - 1009 3RD ST

Date Reported : 05/26/2022

Sample	Client Code	Analysis Requested	Completed	Analyst
7461639	1	Lead Paint	05/25/2022	Alexis Pheeneey
7461640	2	Lead Paint	05/25/2022	Alexis Pheeneey
7461641	3	Lead Paint	05/25/2022	Alexis Pheeneey
7461642	4	Lead Paint	05/25/2022	Alexis Pheeneey
7461643	5	Lead Paint	05/25/2022	Alexis Pheeneey
7461644	6	Lead Paint	05/25/2022	Alexis Pheeneey

Reviewed By

Quality Assurance Coordinator - Stephen Northcott

This report is intended for use solely by the individual or entity to which it is addressed. It may contain information that is privileged, confidential and otherwise exempt by law from disclosure. If the reader of this information is not the intended recipient or an employee of its intended recipient, you are herewith notified that any dissemination, distribution or copying of this information is strictly prohibited. If you have received this information in error, please notify AAT immediately. Thank you.

AIHA LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042

Date Printed: 05/26/2022 4:19AM

AAT Project: 799849

## ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Cedar Falls, Iowa, has paid any kickback, fees or considerations of any type, directly or indirectly to the contractor in the awarding of the construction bid for property at 1009 W. 3<sup>rd</sup> Street, Cedar Falls, IA 50613.

SIGNED \_\_\_\_\_

TITLE Mayor

Subscribed and sworn to before me, a notary public in and for the State of Iowa on this \_\_\_\_ day of \_\_\_\_\_, 2023

Notary Public \_\_\_\_\_

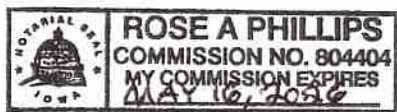
I, Sammy Daniels, representing Daniels Home Improvement, contractor for the construction work performed at the above-mentioned address hereby certify that I have not received nor was I offered, any kickback, fees, or consideration of any type, directly or indirectly for the work done as set out in the construction contract for the above-mentioned property.

SIGNED \_\_\_\_\_

TITLE Owner

Subscribed and sworn to before me, a notary public in and for the State of Iowa, this 23<sup>rd</sup> day of May, 2023.

Notary Public Rose A Phillips





## 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), City Planner I  
**DATE:** May 25, 2023  
**SUBJECT:** Rezoning Request for property at 702 LeClair Street (RZ23-002)  
 Land Use Map Amendment (LU23-001)

---

**REQUEST:** Amend Future Land Use Map to reflect commercial use of the property.  
 Rezone property from C-1 Commercial District to PC-2: Planned Commercial District.

**PETITIONER:** Randy W. Howe Trust, Owner; Bradley Best, Applicant

**LOCATION:** 702 LeClair Street

---

Randy W. Howe Trust is requesting to amend the Future Land Use Map and to rezone approximately 2.26 acres of land located at 702 LeClair Street. The Future Land Use Map amendment includes designating the area including the subject property as "Neighborhood Commercial and Mixed Use" from "Low-Density Residential". The proposed land use change will make the existing business on-site and two adjacent properties to the east conform to the future land use map, as the current land use designation does not align with the zone and use of the properties. Amendment to the Future Land Use Map will be needed before rezoning the subject property to ensure its compliance with the comprehensive plan. And the rezoning request includes a zoning change from C-1, Commercial District, to PC-2, Planned Commercial District. The proposed rezoning change will allow the owner to proceed with the submittal of a site plan for a new 7,000 square foot storage building on site that will help in expanding the operation of the existing Wholesale business.

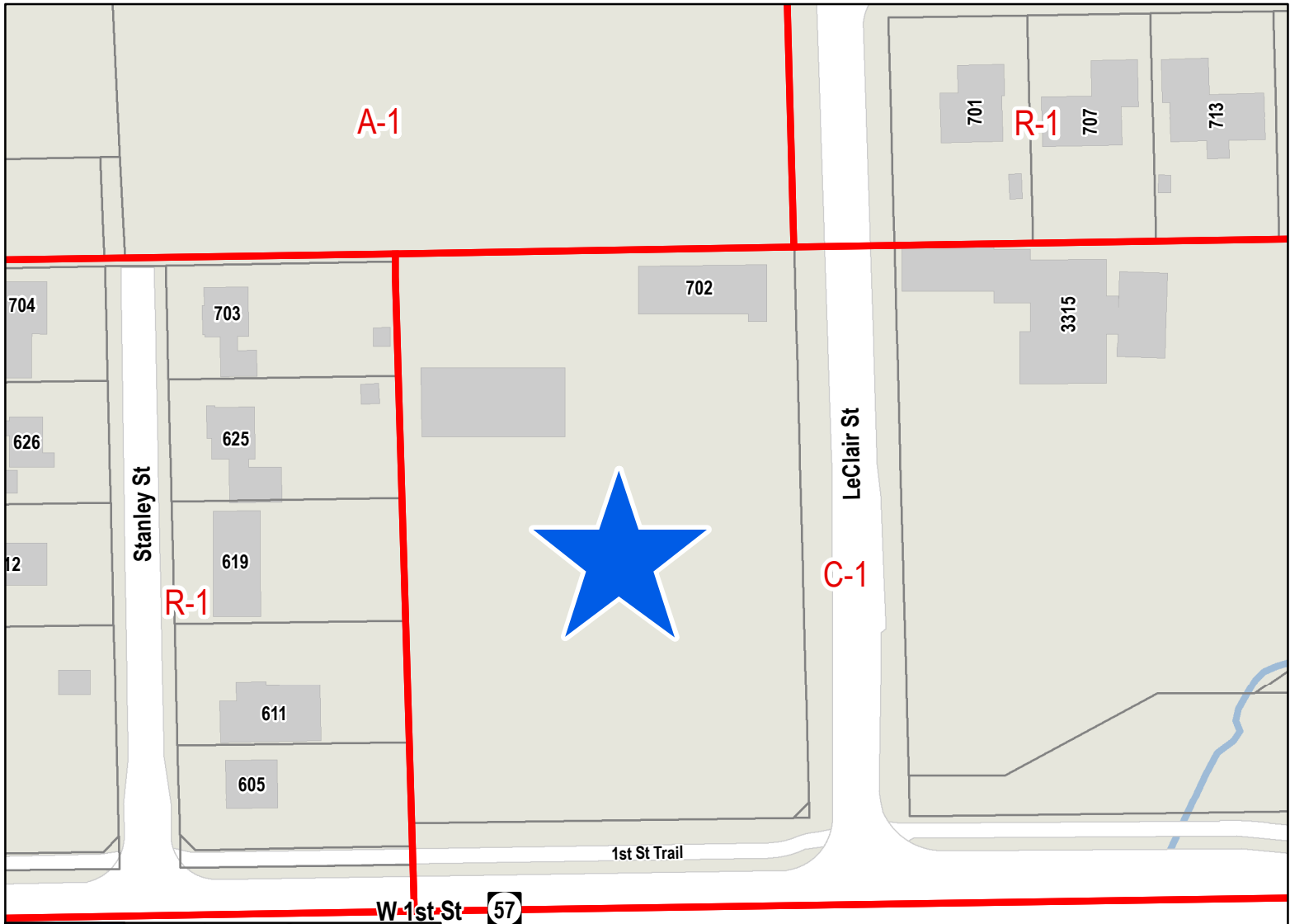
At the meeting on May 24, 2023, the Planning and Zoning Commission held a public hearing and recommended approval of the proposed amendment to the Future Land Use Map and the rezoning. Therefore, staff now requests that the City Council set a public hearing date for June 19, 2023, to formally consider the change in the Future Land Use Map and rezoning request. A full staff report and summary report of the Planning and Zoning Commission Meetings will be provided to the City Council prior to the public hearing.



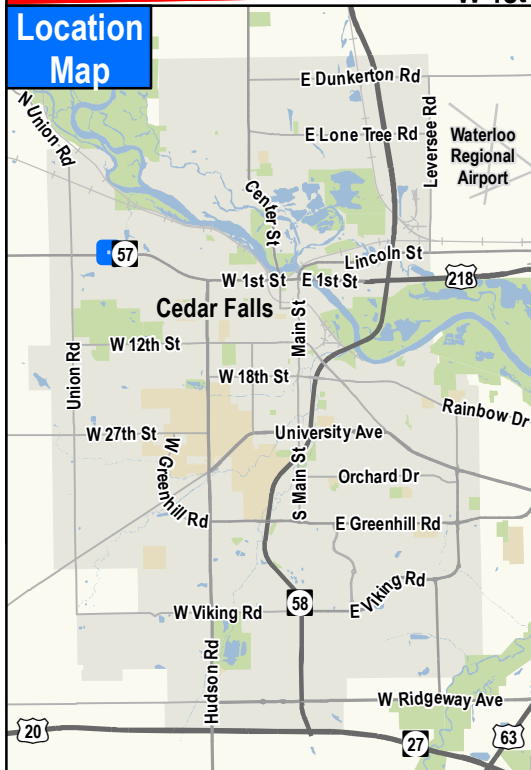
# Cedar Falls City Council

## June 5, 2023

Item 41.



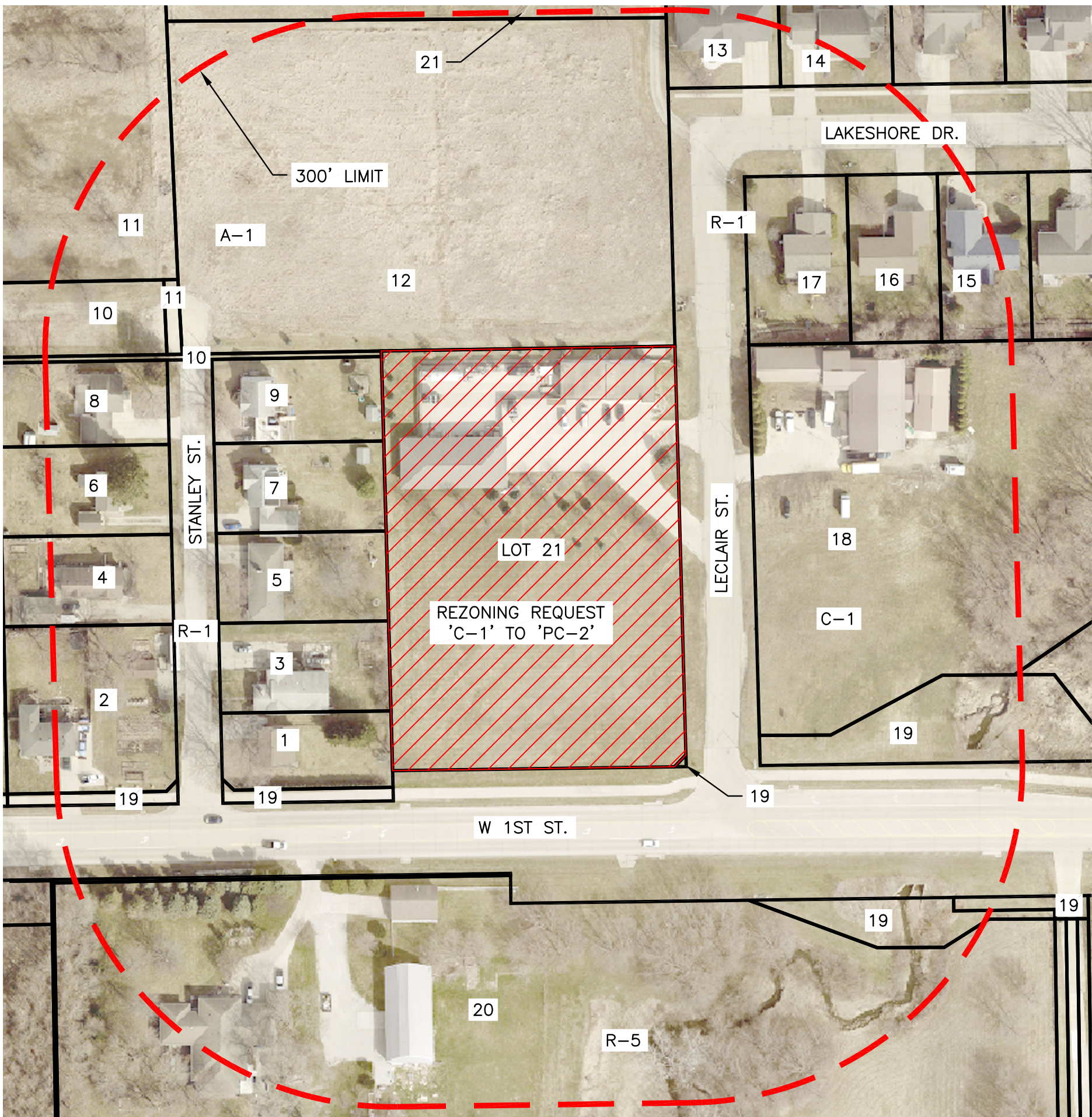
### Location Map



**Rezoning from C-1 to PC-2**  
**702 Le Clair Street**  
**(RZ23-002)**

539



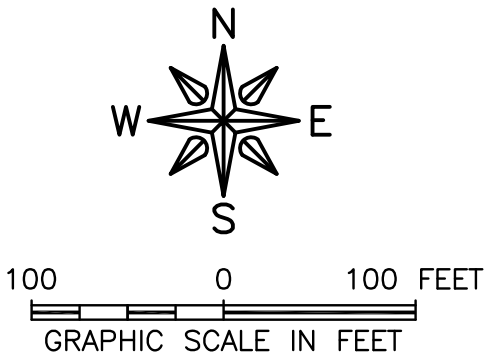


DESCRIPTION

LOT NO. TWENTY-ONE (21) IN STAR VIEW, BLACK HAWK COUNTY, IOWA, EXCEPT THE SOUTH TWENTY-SEVEN (27) FEET THEREOF; AND EXCEPT BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 21; THENCE NORTH 00° (DEGREES) 57' (MINUTES) 40" (SECONDS) WEST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 27.00 FEET TO THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, BEING THE POINT OF BEGINNING; THENCE SOUTH 89°04'09" WEST ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, 10.50 FEET; THENCE NORTH 44°08'07" EAST, 14.83 FEET TO THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET; THENCE SOUTH 00°57'40" EAST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 10.47 FEET TO THE POINT OF BEGINNING; CONTAINING 55 SQUARE FEET. THE EASTERLY LINE OF SAID LOT 21 IS ASSUMED TO BEAR NORTH 00°57'40" WEST FOR THE PURPOSE OF THE DESCRIPTION.

PROPERTY OWNER / REQUESTOR  
RANDY HOWE  
ADVANCED TECHNICAL SERVICES  
702 LECLAIR ST.  
CEDAR FALLS, IOWA, 50613  
(319) 227-5400

OWNER'S LISTING  
FOR  
REZONING REQUEST  
'C-1' TO 'PC-2'  
PART OF SE 1/4 OF THE SW 1/4  
SEC. 03-T89N-R14W  
CEDAR FALLS, IOWA  
APRIL 2023



APRIL 5, 2023

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
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 Phone: 319-273-8606  
 Fax: 319-273-8610  
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### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor and City Council  
**FROM:** Karen Howard, AICP, Planning & Community Services Manager  
**DATE:** June 5, 2023  
**SUBJECT:** Petition from City Council to amend the Downtown Character District (TA23-003)

In 2022 City Council made several referrals to the Planning and Zoning Commission requesting consideration for various changes to the Downtown Character District Code. The Planning and Zoning Commission has been systematically working through each of those referrals over the last year. This memo is regarding the petition from the City Council related to the building materials standards in the code, specifically the allowance for vinyl siding in the Neighborhood Frontage Areas.

#### **Background**

The previous Central Business District (CBD) Overlay had building materials standards for new buildings, which did not include an allowance for vinyl siding for commercial, mixed-use and multi-unit residential buildings containing more than 6 units. In neighborhood areas surrounding downtown that were not in the CBD Overlay, there were previously no standards for exterior building materials.

The adopted Downtown Character District Code prohibits vinyl siding in the Urban General, Urban General 2, and Storefront Areas. During public review of the new code prior to adoption, the Planning and Zoning Commission had several discussions about allowance for vinyl siding in the Neighborhood Frontage Areas and considered the pros and cons (see attached excerpt of the decision matrix). At that time, the Commission decided not to allow vinyl siding on any new buildings. However, the Commission decided that vinyl siding should be allowed on any existing single-unit dwelling, even if it is not currently clad in vinyl siding. For example, a homeowner could replace the wood siding on their existing house with vinyl siding. In addition, for any existing building that is currently clad with vinyl siding, that siding may be replaced or repaired with vinyl siding and any addition(s) may be clad with vinyl siding.

#### **Council Petition**

The Council indicated they would like to maintain the prohibition of vinyl siding in the downtown core areas – Urban General, Urban General 2, and Storefront frontage areas in the Downtown Character District similar to what was disallowed in the previous CBD Overlay. However, the Council indicated that they would like the Commission to consider allowing vinyl siding in the Neighborhood Frontage Areas on any new single unit dwelling and also to consider allowing for

new construction of other small residential buildings, such as duplexes, townhomes, and small apartment buildings up to 6 units. These two petitions were considered separately as the Council

### **P&Z Recommendation**

At their May 24 meeting, after a public hearing, the Commission discussed the two petitions from City Council.

On a vote of 6-1, the Commission recommends approval of the following:

1. Amend the ordinance to allow vinyl siding on new single-unit dwellings in the Neighborhood Frontages, as follows:
  - b. For Neighborhood Frontages only:
    - (i) Wood or approved fiber cement siding;
    - (ii) Vinyl siding may be used ~~to replace other types of siding on existing~~ single-unit residential buildings only, except as noted in the paragraph (iii) below;
    - (iii) On ~~other~~ buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.

On a vote of 5-2, the Commission, also recommends approval of the following alternative:

2. Amend the ordinance to allow vinyl siding on new single-unit and two-unit residential buildings in the Neighborhood Frontages.
  - b. For Neighborhood Frontages only:
    - (i) Wood or approved fiber cement siding;
    - (ii) Vinyl siding may be used ~~to replace other types of siding on existing single-unit and two - unit~~ residential buildings only, except as noted in the paragraph (iii) below;
    - (iii) On ~~other~~ buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.

A motion was made to approve vinyl siding on new residential buildings with more than two units but was subsequently rescinded in favor of a motion to allow vinyl siding on single-unit and duplex units. Therefore, the Council petition to amend the ordinance as follows was disapproved and will take a 2/3 majority vote of Council to approve.

- b. For Neighborhood Frontages only:
  - (i) Wood or approved fiber cement siding;
  - (ii) Vinyl siding may be used ~~to replace other types of siding on existing single-unit~~ residential buildings with six or fewer dwelling units only, except as noted in the paragraph (iii) below;
  - (iii) On ~~other~~ buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.

**Now, therefore, staff recommends that the City Council set the date of public hearing for each of the three proposed zoning code amendments for June 19.**

Minutes, staff report, and associated ordinances will be forwarded in the packet for the June 19<sup>th</sup> meeting.

# DAILY INVOICES FOR 6/5/23 COUNCIL MEETING

Item 43.

PREPARED 05/26/2023, 12:28:17  
PROGRAM GM360L  
CITY OF CEDAR FALLS

## ACCOUNT ACTIVITY LISTING

PAGE 1  
ACCOUNTING PERIOD 11/2023

GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1008-441.72-99						OPERATING SUPPLIES / POSTAGE			
1922		11/23	AP	05/10/23	0398629	CMRS-POC	16.14		05/15/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-05/10/23			
1986		11/23	AP	04/30/23	0398658	CMRS-POC	81.96		05/25/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-04/30/23			
						ACCOUNT TOTAL	98.10	.00	98.10
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1964		11/23	AP	05/18/23	0398651	KERR, KIM	337.79		05/23/23
						RMB:TRAVEL-IIMC CONF.			
						MINNEAPOLIS, MN			
						ACCOUNT TOTAL	337.79	.00	337.79
101-1028-441.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23	AP	05/10/23	0398629	CMRS-POC	3.24		05/15/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-05/10/23			
1986		11/23	AP	04/30/23	0398658	CMRS-POC	7.98		05/25/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-04/30/23			
						ACCOUNT TOTAL	11.22	.00	11.22
101-1038-441.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23	AP	05/10/23	0398629	CMRS-POC	38.40		05/15/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-05/10/23			
1986		11/23	AP	04/30/23	0398658	CMRS-POC	24.60		05/25/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-04/30/23			
						ACCOUNT TOTAL	63.00	.00	63.00
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
1906		11/23	AP	05/03/23	0398624	MALLIN, DONNA	230.00		05/11/23
						RMB:FOOD-HRC MEET & GREET			
1986		11/23	AP	04/30/23	0398658	CMRS-POC	.60		05/25/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-04/30/23			
						ACCOUNT TOTAL	230.60	.00	230.60
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
1948		11/23	AP	05/17/23	0398640	CHRIS LEDEKER	677.93		05/19/23
						RMB:FIRE CHIEF MILEAGE			
						ON-SITE INTERVIEWS			
						ACCOUNT TOTAL	677.93	.00	677.93

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FUND 101 GENERAL FUND										
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1922		11/23 AP		05/10/23	0398629	CMRS-POC	1.80		05/15/23	
				POC#8031880-REPL.POSTAGE		03/28/23-05/10/23				
1986		11/23 AP		04/30/23	0398658	CMRS-POC	4.80		05/25/23	
				POC#8031880-REPL.POSTAGE		03/28/23-04/30/23				
ACCOUNT TOTAL							6.60	.00	6.60	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
1922		11/23 AP		05/10/23	0398629	CMRS-POC	13.20		05/15/23	
				POC#8031880-REPL.POSTAGE		03/28/23-05/10/23				
1986		11/23 AP		04/30/23	0398658	CMRS-POC	21.00		05/25/23	
				POC#8031880-REPL.POSTAGE		03/28/23-04/30/23				
ACCOUNT TOTAL							34.20	.00	34.20	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1906		11/23 AP		05/02/23	0398623	LIU, JIE	150.00		05/11/23	
				FOTL:COLAB-COOKING DEMO.						
ACCOUNT TOTAL							150.00	.00	150.00	
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE										
1986		11/23 AP		04/30/23	0398658	CMRS-POC	4.20		05/25/23	
				POC#8031880-REPL.POSTAGE		03/28/23-04/30/23				
1986		11/23 AP		04/30/23	0398658	CMRS-POC	243.00		05/25/23	
				POC#8031880-REPL.POSTAGE		03/28/23-04/30/23				
ACCOUNT TOTAL							247.20	.00	247.20	
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1882		11/23 AP		04/27/23	0398610	GAINES, RON	204.89		05/09/23	
				RMB:TRAVEL-CV COALITION						
ACCOUNT TOTAL							204.89	.00	204.89	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1986		11/23 AP		04/30/23	0398658	CMRS-POC	.60		05/25/23	
				POC#8031880-REPL.POSTAGE		03/28/23-04/30/23				
ACCOUNT TOTAL							.60	.00	.60	
101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1882		11/23 AP		04/27/23	0398611	GREEN, ROB	112.94		05/09/23	

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FUND 101 GENERAL FUND										
101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
RMB:TRAVEL-CV COALITION										
ACCOUNT TOTAL							112.94	.00	112.94	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
1986		11/23	AP	04/30/23	0398658	CMRS-POC	.60			05/25/23
POC#8031880-REPL.POSTAGE						03/28/23-04/30/23				
ACCOUNT TOTAL							.60	.00	.60	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
1964		11/23	AP	05/19/23	0398648	BLACK HAWK CO.RECORDER	17.00			05/23/23
RCD:ORDINANCE NO.3028										
1964		11/23	AP	05/19/23	0398648	BLACK HAWK CO.RECORDER	12.00			05/23/23
RCD:ORDINANCE NO.3029										
1882		11/23	AP	05/04/23	0398608	BLACK HAWK CO.RECORDER	62.00			05/09/23
RCD:NTC.FNL.ASSESS.PROC.						TAKEDOWN INV.-1022 W.22ND				
1882		11/23	AP	05/04/23	0398608	BLACK HAWK CO.RECORDER	52.00			05/09/23
RCD:NTC.FNL.ASSESS.PROC.						A.THOMAS-210 W.22ND ST.				
1882		11/23	AP	05/04/23	0398608	BLACK HAWK CO.RECORDER	87.00			05/09/23
RCD:NTC.FNL.ASSESS.PROC.						DEKOCK-818 SEERLEY BLVD.				
1882		11/23	AP	05/04/23	0398608	BLACK HAWK CO.RECORDER	57.00			05/09/23
RCD:STRM.WTR.MAINT.& RPR.						AGRMT.-MCWING LLC				
ACCOUNT TOTAL							287.00	.00	287.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
1882		11/23	AP	05/08/23	0398612	PETTY CASH	50.00			05/09/23
CASH-BUS. & IND. LUNCHEON										
ACCOUNT TOTAL							50.00	.00	50.00	
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE										
1922		11/23	AP	05/10/23	0398629	CMRS-POC	.60			05/15/23
POC#8031880-REPL.POSTAGE						03/28/23-05/10/23				
1986		11/23	AP	04/30/23	0398658	CMRS-POC	7.99			05/25/23
POC#8031880-REPL.POSTAGE						03/28/23-04/30/23				
ACCOUNT TOTAL							8.59	.00	8.59	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
1906		11/23	AP	05/10/23	0398618	CEDAR FALLS MUNICIPAL BAND	1,262.32			05/11/23
PROPERTY TAX PAYMENT										
ACCOUNT TOTAL							1,262.32	.00	1,262.32	

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND									
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
1922		11/23 AP	05/10/23	0398629		CMRS-POC	14.95		05/15/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-05/10/23			
1986		11/23 AP	04/30/23	0398658		CMRS-POC	23.90		05/25/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-04/30/23			
ACCOUNT TOTAL							38.85	.00	38.85
101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23 AP	05/10/23	0398629		CMRS-POC	31.68		05/15/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-05/10/23			
1986		11/23 AP	04/30/23	0398658		CMRS-POC	104.64		05/25/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-04/30/23			
ACCOUNT TOTAL							136.32	.00	136.32
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23 AP	05/10/23	0398629		CMRS-POC	20.90		05/15/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-05/10/23			
1986		11/23 AP	04/30/23	0398658		CMRS-POC	107.24		05/25/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-04/30/23			
ACCOUNT TOTAL							128.14	.00	128.14
101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE									
1986		11/23 AP	05/25/23	0398662		HANNAH DIETZ	5,000.00		05/25/23
						2/2 DNPMT.RENT.CONV.INCNT			
						1910 TREMONT STREET			
1980		11/23 AP	11/21/22	0398270		ANDREW THOMAS		5,000.00	05/24/23
						VOID CHECK-WORK NOT DONE			
						1/2 DNPMT.RENT.CONV.INCNT			
ACCOUNT TOTAL							5,000.00	5,000.00	.00
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1922		11/23 AP	05/10/23	0398629		CMRS-POC	310.14		05/15/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-05/10/23			
1986		11/23 AP	04/30/23	0398658		CMRS-POC	36.96		05/25/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-04/30/23			
ACCOUNT TOTAL							347.10	.00	347.10
101-2253-423.85-01 UTILITIES / UTILITIES									
1948		11/23 AP	04/25/23	0398638		CEDAR FALLS UTILITIES	3,660.23		05/19/23
						UTILITIES THRU 04/25/23			
ACCOUNT TOTAL							3,660.23	.00	3,660.23



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FUND 101 GENERAL FUND										
101-2253-423.85-05 UTILITIES / THE FALLS						POOL UTILITIES				
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	1,118.07			05/19/23
						UTILITIES THRU 04/25/23				
ACCOUNT TOTAL							1,118.07	.00	1,118.07	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1986		11/23 AP		05/23/23	0398667	RONALD BRIGGS	1,341.55			05/25/23
						REFUND-BEACH HOUSE CANCEL				
1948		11/23 AP		05/17/23	0398641	DAVID WRIGHT	185.00			05/19/23
						REFUND-SHELTER RENTAL				
1906		11/23 AP		05/09/23	0398617	CAROL ROSS	500.00			05/11/23
						REFUND-SECURITY DEPOSIT BEACH HOUSE				
1980		11/23 AP		03/30/23	0398471	VALERIE SHOWMAN		36.00		05/24/23
						VOID CHECK-LOST CHECK REFUND-DOUBLE CHARGED				
ACCOUNT TOTAL							2,026.55	36.00	1,990.55	
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE										
1922		11/23 AP		05/10/23	0398629	CMRS-POC	74.76			05/15/23
						POC#8031880-REPL.POSTAGE 03/28/23-05/10/23				
1986		11/23 AP		04/30/23	0398658	CMRS-POC	19.20			05/25/23
						POC#8031880-REPL.POSTAGE 03/28/23-04/30/23				
ACCOUNT TOTAL							93.96	.00	93.96	
101-2280-423.85-01 UTILITIES / UTILITIES										
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	577.52			05/19/23
						UTILITIES THRU 04/25/23				
ACCOUNT TOTAL							577.52	.00	577.52	
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1964		11/23 AP		05/19/23	0398652	MARY FOGARTY	250.00			05/23/23
						REFUND-SECURITY DEPOSIT				
1935		11/23 AP		05/16/23	0398631	AMY HEATHMAN	250.00			05/17/23
						REFUND-SECURITY DEPOSIT				
1935		11/23 AP		05/16/23	0398630	AMANDA WINSTEAD	250.00			05/17/23
						REFUND-SECURITY DEPOSIT				
1986		11/23 AP		04/14/23	0398665	MARY GEBEL	55.00			05/25/23
						REFUND-CLASS CANCELLED				
ACCOUNT TOTAL							805.00	.00	805.00	
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE										

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.72-99						OPERATING SUPPLIES / POSTAGE	continued		
1922	11/23	AP	05/10/23	0398629		CMRS-POC	183.67		05/15/23
						POC#8031880-REPL.POSTAGE	03/28/23-05/10/23		
1986	11/23	AP	04/30/23	0398658		CMRS-POC	158.28		05/25/23
						POC#8031880-REPL.POSTAGE	03/28/23-04/30/23		
ACCOUNT TOTAL							341.95	.00	341.95
101-4511-414.85-01 UTILITIES / UTILITIES									
1948	11/23	AP	04/25/23	0398638		CEDAR FALLS UTILITIES	2,746.05		05/19/23
						UTILITIES THRU 04/25/23			
ACCOUNT TOTAL							2,746.05	.00	2,746.05
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
1948	11/23	AP	03/19/23	0398642		HANSON, KRISTI	160.00		05/19/23
						RMB:UNIFORM ALLOW.-SHOES			
ACCOUNT TOTAL							160.00	.00	160.00
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1948	11/23	AP	04/25/23	0398638		CEDAR FALLS UTILITIES	225.05		05/19/23
						UTILITIES THRU 04/25/23			
ACCOUNT TOTAL							225.05	.00	225.05
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT									
1986	11/23	AP	05/10/23	0398670		U.S. CELLULAR	94.32		05/25/23
						COVERT CAMERA CELL PLAN	05/09-06/08/23		
ACCOUNT TOTAL							94.32	.00	94.32
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1964	11/23	AP	05/08/23	0398653		PURDY, TROY	29.08		05/23/23
						RMB:OPT.EQUIP.-FLASHLIGHT	AMAZON.COM		
1948	11/23	AP	03/28/23	0398643		HEUER, BROOKE	38.50		05/19/23
						RMB:OPT.EQUIP.-BATTERIES	SAM'S CLUB		
ACCOUNT TOTAL							67.58	.00	67.58
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE									
1922	11/23	AP	05/10/23	0398629		CMRS-POC	30.63		05/15/23
						POC#8031880-REPL.POSTAGE	03/28/23-05/10/23		
1986	11/23	AP	04/30/23	0398658		CMRS-POC	63.16		05/25/23

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FUND 101 GENERAL FUND										
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE continued										
						POC#8031880-REPL.POSTAGE				03/28/23-04/30/23
ACCOUNT TOTAL							93.79	.00	93.79	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1986		11/23 AP		05/11/23	0398661	GERZEMA, JONATHAN	26.72			05/25/23
		RMB:MEAL-FIREARMS RECERT				CAMP DODGE				
1986		11/23 AP		05/05/23	0398659	DOUGAN JR, SCOTT	31.08			05/25/23
		RMB:MEAL-CRISIS INTERV.				HAWKEYE COLLEGE				
ACCOUNT TOTAL							57.80	.00	57.80	
101-5521-415.85-01 UTILITIES / UTILITIES										
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	1,813.03			05/19/23
		UTILITIES THRU		04/25/23						
ACCOUNT TOTAL							1,813.03	.00	1,813.03	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	118.27			05/19/23
		UTILITIES THRU		04/25/23						
ACCOUNT TOTAL							118.27	.00	118.27	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1964		11/23 AP		05/09/23	0398647	BELZ, MATTHEW	19.77			05/23/23
		RMB:UNIFORM ALLOWANCE				WALMART				
1964		11/23 AP		04/29/23	0398654	RICHTER, KYE	196.06			05/23/23
		RMB:UNIFORM ALLOWANCE				MIDWEST DEFENSE SOLUTIONS				
1964		11/23 AP		04/12/23	0398649	FERGUSON, CLINTON	47.08			05/23/23
		RMB:UNIFORM ALLOWANCE				SCHEELS				
1964		11/23 AP		03/25/23	0398650	HANSON, KRISTI	250.00			05/23/23
		RMB:UNIFORM ALLOWANCE				GALLS				
1948		11/23 AP		10/18/22	0398644	LADAGE, ZACH	184.54			05/19/23
		RMB:UNIFORM ALLOWANCE				HOKA.COM;RE-ISSUE# 397864				
1980		11/23 AP		10/18/22	0397864	LADAGE, ZACH		184.54		05/24/23
		VOID CHECK-LOST CHECK				RMB:UNIFORM ALLOWANCE				
ACCOUNT TOTAL							697.45	184.54	512.91	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1986		11/23 AP		04/30/23	0398658	CMRS-POC	.60			05/25/23
		POC#8031880-REPL.POSTAGE				03/28/23-04/30/23				
ACCOUNT TOTAL							.60	.00	.60	

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FUND 101 GENERAL FUND										
101-6613-433.85-01 UTILITIES / UTILITIES										
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	170.07		05/19/23	
						UTILITIES THRU 04/25/23				
						ACCOUNT TOTAL	170.07	.00	170.07	
101-6616-446.85-01 UTILITIES / UTILITIES										
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	4,522.27		05/19/23	
						UTILITIES THRU 04/25/23				
						ACCOUNT TOTAL	4,522.27	.00	4,522.27	
101-6623-423.85-01 UTILITIES / UTILITIES										
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	850.76		05/19/23	
						UTILITIES THRU 04/25/23				
						ACCOUNT TOTAL	850.76	.00	850.76	
101-6625-432.72-99 OPERATING SUPPLIES / POSTAGE										
1922		11/23 AP		05/10/23	0398629	CMRS-POC	297.76		05/15/23	
						POC#8031880-REPL.POSTAGE 03/28/23-05/10/23				
1986		11/23 AP		04/30/23	0398658	CMRS-POC	915.32		05/25/23	
						POC#8031880-REPL.POSTAGE 03/28/23-04/30/23				
						ACCOUNT TOTAL	1,213.08	.00	1,213.08	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
1906		11/23 AP		05/01/23	0398619	CENTURYLINK	62.77		05/11/23	
						CEDAR RIVER GAUGE-APR'23				
1906		11/23 AP		05/01/23	0398619	CENTURYLINK	62.77		05/11/23	
						CEDAR RIVER GAUGE-MAY'23				
						ACCOUNT TOTAL	125.54	.00	125.54	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1922		11/23 AP		05/10/23	0398629	CMRS-POC	2.40		05/15/23	
						POC#8031880-REPL.POSTAGE 03/28/23-05/10/23				
1986		11/23 AP		04/30/23	0398658	CMRS-POC	14.70		05/25/23	
						POC#8031880-REPL.POSTAGE 03/28/23-04/30/23				
						ACCOUNT TOTAL	17.10	.00	17.10	
101-6633-423.85-01 UTILITIES / UTILITIES										
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	1,869.83		05/19/23	

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6633-423.85-01 UTILITIES / UTILITIES						continued			
UTILITIES THRU 04/25/23									
ACCOUNT TOTAL							1,869.83	.00	1,869.83
FUND TOTAL							32,899.86	5,220.54	27,679.32
FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF									
1906		11/23	AP	05/10/23	0398620	DEBT SERVICE	397,157.33		05/11/23
PROPERTY TAX PAYMENT									
1906		11/23	AP	05/10/23	0398616	CAPITAL PROJECTS FUND	138,486.58		05/11/23
PROPERTY TAX PAYMENT									
1906		11/23	AP	05/10/23	0398616	CAPITAL PROJECTS FUND	386.17		05/11/23
PROPERTY TAX PAYMENT									
1906		11/23	AP	05/10/23	0398616	CAPITAL PROJECTS FUND	14,492.31		05/11/23
PROPERTY TAX PAYMENT									
1906		11/23	AP	05/10/23	0398616	CAPITAL PROJECTS FUND	6,478.97		05/11/23
PROPERTY TAX PAYMENT									
ACCOUNT TOTAL							557,001.36	.00	557,001.36
FUND TOTAL							557,001.36	.00	557,001.36
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23	AP	05/10/23	0398629	CMRS-POC	4.20		05/15/23
POC#8031880-REPL.POSTAGE						03/28/23-05/10/23			
1986		11/23	AP	04/30/23	0398658	CMRS-POC	7.44		05/25/23
POC#8031880-REPL.POSTAGE						03/28/23-04/30/23			
ACCOUNT TOTAL							11.64	.00	11.64
206-6637-436.82-01 COMMUNICATION / TELEPHONE									
1906		11/23	AP	04/06/23	0398625	U.S. CELLULAR		1.88	05/11/23
CREDIT-ACCOUNT CANCELLED									
ACCOUNT TOTAL							.00	1.88	1.88-
206-6637-436.85-01 UTILITIES / UTILITIES									
1948		11/23	AP	04/25/23	0398638	CEDAR FALLS UTILITIES	2,205.13		05/19/23
UTILITIES THRU 04/25/23									
ACCOUNT TOTAL							2,205.13	.00	2,205.13

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.92-81						STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM				
1882		11/23 AP		05/04/23	0398608	BLACK HAWK CO.RECORDER	27.00		05/09/23	
		3298-2023				ALLEY RECON. TEMP.CONST.EASE.-KUECKER				
PROJECT#:		023298								
1882		11/23 AP		05/04/23	0398608	BLACK HAWK CO.RECORDER	27.00		05/09/23	
		3298-2023				ALLEY RECON. TEMP.CONST.EASE-BRANDHORST				
PROJECT#:		023298								
1882		11/23 AP		05/04/23	0398608	BLACK HAWK CO.RECORDER	27.00		05/09/23	
		3298-2023				ALLEY RECON. TEMP.CONST.EASE.-LAURES				
PROJECT#:		023298								
1882		11/23 AP		05/04/23	0398608	BLACK HAWK CO.RECORDER	27.00		05/09/23	
		3298-2023				ALLEY RECON. TEMP.CONST.EASE.-DALZIEL				
PROJECT#:		023298								
ACCOUNT TOTAL							108.00	.00	108.00	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1922		11/23 AP		05/10/23	0398629	CMRS-POC	1.80		05/15/23	
		POC#8031880-REPL.				POSTAGE 03/28/23-05/10/23				
1986		11/23 AP		04/30/23	0398658	CMRS-POC	5.64		05/25/23	
		POC#8031880-REPL.				POSTAGE 03/28/23-04/30/23				
ACCOUNT TOTAL							7.44	.00	7.44	
206-6647-436.85-01 UTILITIES / UTILITIES										
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	2,384.58		05/19/23	
		UTILITIES THRU 04/25/23								
ACCOUNT TOTAL							2,384.58	.00	2,384.58	
FUND TOTAL							4,716.79	1.88	4,714.91	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.72-99						OPERATING SUPPLIES / POSTAGE				
1922		11/23 AP		05/10/23	0039410	CMRS-POC	17.64		05/15/23	
		POC#8031880-REPL.				POSTAGE 03/28/23-05/10/23				
1986		11/23 AP		04/30/23	0039414	CMRS-POC	220.72		05/25/23	
		POC#8031880-REPL.				POSTAGE 03/28/23-04/30/23				
ACCOUNT TOTAL							238.36	.00	238.36	
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
1986		11/23 AP		05/01/23	0039413	CITY OF CARLSBAD	3,748.00		05/25/23	



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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
PHA PORTION-S LEVRY										
1981		11/23	AP	02/01/23	0039157	HAGEDORN, JEREMIAH		796.00	05/24/23	
VOID CHECK-LOST CHECK						HAP_Gottfried L 022023				
1986		11/23	AP	02/01/23	0039415	HAGEDORN, JEREMIAH	796.00		05/25/23	
HAP_GOTTFRIED L 022023						REISSUE #39157				
ACCOUNT TOTAL							4,544.00	796.00	3,748.00	
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
1986		11/23	AP	05/01/23	0039413	CITY OF CARLSBAD	58.13		05/25/23	
ADMIN FEE-S LEVRY										
ACCOUNT TOTAL							58.13	.00	58.13	
FUND TOTAL							4,840.49	796.00	4,044.49	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE										
1986		11/23	AP	04/30/23	0004811	CMRS-POC	2.40		05/25/23	
POC#8031880-REPL.POSTAGE						03/28/23-04/30/23				
ACCOUNT TOTAL							2.40	.00	2.40	
FUND TOTAL							2.40	.00	2.40	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON										
1935		11/23	AP	05/17/23	0398636	ERIC AND KAREN DOWELL	2,409.34		05/17/23	
3271-PARCEL#206-N.CDR.HTS						FEE ACQ./TEMP.EASE./TREE				
PROJECT#: 023271										
1935		11/23	AP	05/17/23	0398633	BLACK HAWK CO.RECORDER	2.40		05/17/23	
TRANSFER TAX-DOWELL						2435 GREENWOOD AVENUE				
PROJECT#: 023271										
1935		11/23	AP	05/17/23	0398635	BLACK HAWK CO.TREASURER	65.66		05/17/23	
REAL ESTATE TAXES-DOWELL						2435 GREENWOOD AVENUE				
PROJECT#: 023271										
1935		11/23	AP	05/16/23	0398637	JEFFREY BYRD & WAYNE TWITCHEL	1,000.24		05/17/23	
3271-PARCEL#102-N.CDR.HTS						FEE ACQ./TEMP.EASEMENT				
PROJECT#: 023271										
1935		11/23	AP	05/16/23	0398632	BLACK HAWK CO.RECORDER	.80		05/17/23	
TRANSFER TAX-BYRD						2204 GREENWOOD AVENUE				
PROJECT#: 023271										
1935		11/23	AP	05/16/23	0398634	BLACK HAWK CO.TREASURER	39.76		05/17/23	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25						STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON	continued		
						REAL ESTATE TAXES-BYRD			
PROJECT#:					023271				
1922		11/23	AP	05/15/23	0398626	BECKY KAE HAES FAIRHURST & CH	3,427.80		05/15/23
					3271-PARCEL#100-N.CDR.HTS	FEE ACQ./TEMP.& PERM.EASE			
PROJECT#:					023271				
1922		11/23	AP	05/15/23	0398627	BLACK HAWK CO.RECORDER	2.40		05/15/23
						TRANSFER TAX-FAIRHURST			
PROJECT#:					023271				
1922		11/23	AP	05/15/23	0398628	BLACK HAWK CO.TREASURER	52.20		05/15/23
						REAL ESTATE TAX-FAIRHURST			
PROJECT#:					023271				
1882		11/23	AP	05/08/23	0398609	BLACK HAWK CO.RECORDER	27.00		05/09/23
					3271-PARCEL#211-N.CDR.HTS	RECON.PH.1-SAN.SEWER EASE			
PROJECT#:					023271				
1882		11/23	AP	05/08/23	0398609	BLACK HAWK CO.RECORDER	32.00		05/09/23
					3271-PARCEL#211-N.CDR.HTS	RECON.PH.1-TEMP.CONS.EASE			
PROJECT#:					023271				
						ACCOUNT TOTAL	7,059.60	.00	7,059.60
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
1948		11/23	AP	09/29/22	0398645	ROBERT ALLEN KELLY III AND JO	1,245.00		05/19/23
					3283-PARCEL#262-MAIN ST.	TEMP.EASE.-REDO# 397649			
PROJECT#:					023283				
1980		11/23	AP	09/20/22	0397649	R & J KELLY FAMILY TRUST		1,245.00	05/24/23
						VOID CHECK-INCORRECT VEND			
PROJECT#:					023283				
						ACCOUNT TOTAL	1,245.00	1,245.00	.00
						FUND TOTAL	8,304.60	1,245.00	7,059.60
FUND 254 CABLE TV FUND									
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1922		11/23	AP	05/10/23	0398629	CMRS-POC	1.20		05/15/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-05/10/23			
1986		11/23	AP	04/30/23	0398658	CMRS-POC	5.40		05/25/23
						POC#8031880-REPL.POSTAGE			
						03/28/23-04/30/23			
						ACCOUNT TOTAL	6.60	.00	6.60
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1986		11/23	AP	05/19/23	0398666	MENNEN, MIKE	15.00		05/25/23
						RMB:PARKING			
						ACCOUNT TOTAL	15.00	.00	15.00

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1986		11/23	AP	05/22/23	0398657	BRALEY, ERIC	125.00		05/25/23
						ANNOUNCER			
PROJECT#:		759							
1986		11/23	AP	05/22/23	0398664	LONGNECKER, JEREMIAH	125.00		05/25/23
						ANNOUNCER			
PROJECT#:		759							
1986		11/23	AP	05/22/23	0398663	KRESS, AGNES M	100.00		05/25/23
						CAMERA OPERATOR			
PROJECT#:		759							
1986		11/23	AP	05/22/23	0398669	SURMA, JOSEPH EDWARD	100.00		05/25/23
						CAMERA OPERATOR			
PROJECT#:		759							
1986		11/23	AP	05/22/23	0398655	BENSON, ERIC	90.00		05/25/23
						CAMERA OPERATOR			
PROJECT#:		759							
1906		11/23	AP	05/10/23	0398621	DEWITT, JASON	100.00		05/11/23
						CAMERA OPERATOR			
1906		11/23	AP	05/09/23	0398621	DEWITT, JASON	120.00		05/11/23
						CAMERA OPERATOR			
ACCOUNT TOTAL							760.00	.00	760.00
FUND TOTAL							781.60	.00	781.60
FUND 258 PARKING FUND									
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23	AP	05/10/23	0398629	CMRS-POC	2.40		05/15/23
						03/28/23-05/10/23			
1986		11/23	AP	04/30/23	0398658	CMRS-POC	3.00		05/25/23
						03/28/23-04/30/23			
ACCOUNT TOTAL							5.40	.00	5.40
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1948		11/23	AP	04/25/23	0398638	CEDAR FALLS UTILITIES	15.75		05/19/23
						UTILITIES THRU 04/25/23			
ACCOUNT TOTAL							15.75	.00	15.75
FUND TOTAL							21.15	.00	21.15

GROUP	PO	ACCTG	----	TRANSACTION----					CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23	AP	05/10/23	0398629	CMRS-POC	91.63		05/15/23
		POC#8031880-REPL.POSTAGE					03/28/23-05/10/23		
1986		11/23	AP	04/30/23	0398658	CMRS-POC	218.94		05/25/23
		POC#8031880-REPL.POSTAGE					03/28/23-04/30/23		
ACCOUNT TOTAL							310.57	.00	310.57
261-2291-423.85-01 UTILITIES / UTILITIES									
1948		11/23	AP	04/25/23	0398638	CEDAR FALLS UTILITIES	808.96		05/19/23
		UTILITIES THRU 04/25/23							
ACCOUNT TOTAL							808.96	.00	808.96
FUND TOTAL							1,119.53	.00	1,119.53
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23	AP	05/10/23	0398629	CMRS-POC	1.20		05/15/23
		POC#8031880-REPL.POSTAGE					03/28/23-05/10/23		
1986		11/23	AP	04/30/23	0398658	CMRS-POC	2.40		05/25/23
		POC#8031880-REPL.POSTAGE					03/28/23-04/30/23		
ACCOUNT TOTAL							3.60	.00	3.60
262-1092-423.85-01 UTILITIES / UTILITIES									
1948		11/23	AP	04/25/23	0398638	CEDAR FALLS UTILITIES	120.05		05/19/23
		UTILITIES THRU 04/25/23							
ACCOUNT TOTAL							120.05	.00	120.05
262-1092-423.87-01 RENTALS / RENTALS									
1986		11/23	AP	05/22/23	0398660	ELIZABETH SULENTIC	250.00		05/25/23
		REFUND:SECURITY DEPOSIT							
1986		11/23	AP	05/22/23	0398668	SHAWN NACHAZEL	250.00		05/25/23
		REFUND:SECURITY DEPOSIT							
ACCOUNT TOTAL							500.00	.00	500.00
FUND TOTAL							623.65	.00	623.65

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FUND 291						POLICE FORFEITURE FUND				
FUND 292						POLICE RETIREMENT FUND				
FUND 293						FIRE RETIREMENT FUND				
FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
FUND 297						REC FACILITIES CAPITAL				
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
FUND 430						2004 TIF BOND				
430-1220-431.91-10						LAND / INDUSTRIAL PARK LAND ACQ				
1964				11/23	AP 05/19/23 0398648	BLACK HAWK CO.RECORDER	7.00			05/23/23
						RCD:RESOLUTION #23,177				
1964				11/23	AP 05/19/23 0398648	BLACK HAWK CO.RECORDER	22.00			05/23/23
						RCD:WARRANTY DEED 6512 W. RIDGEWAY AVENUE				
1964				11/23	AP 05/19/23 0398648	BLACK HAWK CO.RECORDER	5.00			05/23/23
						RCD:DEED FEE 6512 W. RIDGEWAY AVENUE				
						ACCOUNT TOTAL	34.00	.00		34.00
						FUND TOTAL	34.00	.00		34.00
FUND 431						2014 BOND				
FUND 432						2003 BOND				
FUND 433						2001 TIF				
FUND 434						2000 BOND				
FUND 435						1999 TIF				
FUND 436						2012 BOND				
FUND 437						2018 BOND				
FUND 438						2020 BOND FUND				
438-1220-431.98-23						CAPITAL PROJECTS / GREENHILL RD & S MAIN INT				
1948				11/23	AP 12/22/22 0398646	SHIVE-HATTERY	402.60			05/19/23
						3228-GREENHILL/S MAIN INT THRU 12/16/22-REDO#142223				
PROJECT#:						023228				
						ACCOUNT TOTAL	402.60	.00		402.60
						FUND TOTAL	402.60	.00		402.60

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FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION									
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	121.14		05/19/23
						UTILITIES THRU 04/25/23			
ACCOUNT TOTAL							121.14	.00	121.14
FUND TOTAL							121.14	.00	121.14
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6675-436.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23 AP		05/10/23	0398629	CMRS-POC	13.20		05/15/23
						POC#8031880-REPL.POSTAGE 03/28/23-05/10/23			
1986		11/23 AP		04/30/23	0398658	CMRS-POC	59.30		05/25/23
						POC#8031880-REPL.POSTAGE 03/28/23-04/30/23			
ACCOUNT TOTAL							72.50	.00	72.50
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE									
1922		11/23 AP		05/10/23	0398629	CMRS-POC	39.24		05/15/23
						POC#8031880-REPL.POSTAGE 03/28/23-05/10/23			
1986		11/23 AP		04/30/23	0398658	CMRS-POC	142.20		05/25/23
						POC#8031880-REPL.POSTAGE 03/28/23-04/30/23			
ACCOUNT TOTAL							181.44	.00	181.44
551-6685-436.85-01 UTILITIES / UTILITIES									
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	2,465.68		05/19/23
						UTILITIES THRU 04/25/23			
ACCOUNT TOTAL							2,465.68	.00	2,465.68
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									



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FUND 551 REFUSE FUND									
551-6685-436.86-34						REPAIR & MAINTENANCE / BILLING & COLLECTING	continued		
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	6,190.00		05/19/23
						UTILITIES THRU 04/25/23			
						ACCOUNT TOTAL	6,190.00	.00	6,190.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1986		11/23 AP		05/15/23	0398656	BLACK HAWK CO.LANDFILL	20,411.00		05/25/23
						LANDFILL SRV:5/1-5/15/23			
1906		11/23 AP		04/30/23	0398615	BLACK HAWK CO.LANDFILL	19,777.48		05/11/23
						LANDFILL SRV:4/17-4/29/23			
						ACCOUNT TOTAL	40,188.48	.00	40,188.48
						FUND TOTAL	49,098.10	.00	49,098.10
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-99						OPERATING SUPPLIES / POSTAGE			
1922		11/23 AP		05/10/23	0398629	CMRS-POC	4.80		05/15/23
						POC#8031880-REPL.POSTAGE			03/28/23-05/10/23
1986		11/23 AP		04/30/23	0398658	CMRS-POC	11.40		05/25/23
						POC#8031880-REPL.POSTAGE			03/28/23-04/30/23
						ACCOUNT TOTAL	16.20	.00	16.20
552-6655-436.85-01						UTILITIES / UTILITIES			
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	8,577.05		05/19/23
						UTILITIES THRU 04/25/23			
						ACCOUNT TOTAL	8,577.05	.00	8,577.05
552-6665-436.72-99						OPERATING SUPPLIES / POSTAGE			
1922		11/23 AP		05/10/23	0398629	CMRS-POC	7.44		05/15/23
						POC#8031880-REPL.POSTAGE			03/28/23-05/10/23
1986		11/23 AP		04/30/23	0398658	CMRS-POC	14.40		05/25/23
						POC#8031880-REPL.POSTAGE			03/28/23-04/30/23
						ACCOUNT TOTAL	21.84	.00	21.84
552-6665-436.85-01						UTILITIES / UTILITIES			
1948		11/23 AP		04/25/23	0398638	CEDAR FALLS UTILITIES	12,704.34		05/19/23
						UTILITIES THRU 04/25/23			
						ACCOUNT TOTAL	12,704.34	.00	12,704.34

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-33						REPAIR & MAINTENANCE / SLUDGE REMOVAL			
1986		11/23	AP	05/15/23	0398656	BLACK HAWK CO.LANDFILL	105.63		05/25/23
						LANDFILL SRV:5/1-5/15/23			
1906		11/23	AP	04/30/23	0398615	BLACK HAWK CO.LANDFILL	46.90		05/11/23
						LANDFILL SRV:4/17-4/29/23			
ACCOUNT TOTAL							152.53	.00	152.53
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
1948		11/23	AP	04/25/23	0398638	CEDAR FALLS UTILITIES	6,190.00		05/19/23
						UTILITIES THRU 04/25/23			
ACCOUNT TOTAL							6,190.00	.00	6,190.00
FUND TOTAL							27,661.96	.00	27,661.96
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1922		11/23	AP	05/10/23	0398629	CMRS-POC	2.64		05/15/23
						POC#8031880-REPL.POSTAGE 03/28/23-05/10/23			
1986		11/23	AP	04/30/23	0398658	CMRS-POC	1.44		05/25/23
						POC#8031880-REPL.POSTAGE 03/28/23-04/30/23			
ACCOUNT TOTAL							4.08	.00	4.08
555-6630-432.85-01 UTILITIES / UTILITIES									
1948		11/23	AP	04/25/23	0398638	CEDAR FALLS UTILITIES	51.99		05/19/23
						UTILITIES THRU 04/25/23			
ACCOUNT TOTAL							51.99	.00	51.99
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
1948		11/23	AP	04/25/23	0398638	CEDAR FALLS UTILITIES	6,190.00		05/19/23
						UTILITIES THRU 04/25/23			
ACCOUNT TOTAL							6,190.00	.00	6,190.00
FUND TOTAL							6,246.07	.00	6,246.07

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1922		11/23 AP		05/10/23	0398629	CMRS-POC	7.44		05/15/23	
						POC#8031880-REPL.POSTAGE		03/28/23-05/10/23		
1986		11/23 AP		04/30/23	0398658	CMRS-POC	77.32		05/25/23	
						POC#8031880-REPL.POSTAGE		03/28/23-04/30/23		
ACCOUNT TOTAL							84.76	.00	84.76	
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES										
1948		11/23 AP		05/10/23	0398639	CEDAR FALLS UTILITIES	15.00		05/19/23	
						LIBRARY DOMAIN NAME		STATIC IP ADDRESS		
ACCOUNT TOTAL							15.00	.00	15.00	
606-1078-441.82-01 COMMUNICATION / TELEPHONE										
1906		11/23 AP		04/06/23	0398625	U.S. CELLULAR		9.15	05/11/23	
						CREDIT-ACCOUNT CANCELED				
ACCOUNT TOTAL							.00	9.15	9.15-	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1906		11/23 AP		05/01/23	0398619	CENTURYLINK	74.77		05/11/23	
						CITY PHONE SERV.-MAY'23				
1882		11/23 AP		04/19/23	0398614	VERIZON WIRELESS	1,600.76		05/09/23	
						WIRELESS SRV:4/20-5/19/23				
1906		11/23 AP		04/06/23	0398625	U.S. CELLULAR	3,614.49		05/11/23	
						WIRELESS SRV:4/6-5/5/23				
ACCOUNT TOTAL							5,290.02	.00	5,290.02	
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS										
1948		11/23 AP		05/10/23	0398639	CEDAR FALLS UTILITIES	3,320.00		05/19/23	
						FIBERPOINT:4/11-5/10/23				
ACCOUNT TOTAL							3,320.00	.00	3,320.00	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1906		11/23 AP		04/06/23	0398625	U.S. CELLULAR	378.99		05/11/23	
						CELL PHONES				
ACCOUNT TOTAL							378.99	.00	378.99	
FUND TOTAL							9,088.77	9.15	9,079.62	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10						INSURANCE / HEALTH SEVERANCE PAYMENTS				
1882		11/23 AP		05/08/23	0398607	ANDERSON, ALETA L.	243.00			05/09/23
		RMB:APR.2023				HEALTH SEV. MEDICARE-ALETA				
1882		11/23 AP		05/08/23	0398607	ANDERSON, ALETA L.	243.00			05/09/23
		RMB:APR.2023				HEALTH SEV. MEDICARE-RICHARD				
1882		11/23 AP		05/08/23	0398613	REGENOLD, SHARON K.	266.40			05/09/23
		RMB:APR.2023				HEALTH SEV.				
ACCOUNT TOTAL							752.40	.00	752.40	
FUND TOTAL							752.40	.00	752.40	
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										
FUND 724 TRUST & AGENCY										
724-0000-487.50-01						TRANSFERS OUT / TRANSFERS TO GENERAL FUND				
1906		11/23 AP		05/10/23	0398622	GENERAL FUND	110,639.78			05/11/23
						PROPERTY TAX PAYMENT				
ACCOUNT TOTAL							110,639.78	.00	110,639.78	
FUND TOTAL							110,639.78	.00	110,639.78	
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
GRAND TOTAL							814,356.25	7,272.57	807,083.68	

# COUNCIL INVOICES FOR 6/5/23 MEETING

Item 43.

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-1008-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1913		12/23	AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.66		05/26/23
						RED & BLACK PERM.MARKERS			
1913		12/23	AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		05/26/23
						COPY PAPER			
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	30.38		05/26/23
						COPY PAPER			
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.42		05/26/23
						MECHANICAL PENCILS			
1911		12/23	AP	05/11/23	0000000	ADVANCED BUSINESS SYSTEMS, IN	29.95		05/26/23
						POSTAGE METER TAPE			
1913		12/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.25		05/26/23
						RUBBER BANDS,BALL PT PENS			
1913		12/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.16		05/26/23
						COPY PAPER			
1913		12/23	AP	04/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.13		05/26/23
						PRINTER LABELS, GEL PENS			
1913		12/23	AP	04/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.88		05/26/23
						RULER			
1913		12/23	AP	04/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.64		05/26/23
						COPY PAPER			
						ACCOUNT TOTAL	75.99	.00	75.99
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1943		12/23	AP	05/03/23	0000000	SHRED-IT USA	56.05		05/26/23
						ON-SITE DOC. DESTRUCTION			
						TICKT#8154380379 220 CLAY			
						ACCOUNT TOTAL	56.05	.00	56.05
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.60		05/26/23
						COPY PAPER			
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.42		05/26/23
						MECHANICAL PENCILS			
						ACCOUNT TOTAL	8.02	.00	8.02
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1911		12/23	AP	05/15/23	0000000	ISCPA	300.00		05/26/23
						MEMBERSHIP-J RODENBECK			
						5/1/23-4/30/24			
						ACCOUNT TOTAL	300.00	.00	300.00
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	37.99		05/26/23

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
COPY PAPER										
1937		12/23 AP	05/12/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	1.42			05/26/23	
MECHANICAL PENCILS										
ACCOUNT TOTAL						39.41	.00		39.41	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1937		12/23 AP	05/12/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	22.79			05/26/23	
COPY PAPER										
1937		12/23 AP	05/12/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	34.06			05/26/23	
MECH. PENCILS/GEL PENS/ STAPLER/TAPE DISP/SCISSOR										
ACCOUNT TOTAL						56.85	.00		56.85	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
1937		12/23 AP	05/12/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	3.04			05/26/23	
COPY PAPER										
ACCOUNT TOTAL						3.04	.00		3.04	
101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS										
1937		12/23 AP	05/10/23	00000000	MERCYONE OCCUPATIONAL HEALTH	5,177.00			05/26/23	
PRE-EMPLOY.PHYS-APRIL'23										
1937		12/23 AP	04/13/23	00000000	MERCYONE OCCUPATIONAL HEALTH	660.00			05/26/23	
PRE-EMPLOY.PHYS-MARCH'23										
ACCOUNT TOTAL						5,837.00	.00		5,837.00	
101-1038-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS										
1937		12/23 AP	05/10/23	00000000	MERCYONE OCCUPATIONAL HEALTH	8,618.00			05/26/23	
POST-EMPLOY.PHYS-APRIL'23										
1937		12/23 AP	04/13/23	00000000	MERCYONE OCCUPATIONAL HEALTH	618.00			05/26/23	
POST-EMPLOY.PHYS-MAR'23										
ACCOUNT TOTAL						9,236.00	.00		9,236.00	
101-1038-441.81-52 PROFESSIONAL SERVICES / DRUG TESTING										
1937		12/23 AP	05/10/23	00000000	MERCYONE OCCUPATIONAL HEALTH	39.00			05/26/23	
EE DRUG TESTING-APRIL'23										
1937		12/23 AP	04/13/23	00000000	MERCYONE OCCUPATIONAL HEALTH	573.00			05/26/23	
EE DRUG TESTING-MARCH'23										
ACCOUNT TOTAL						612.00	.00		612.00	



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GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
1971		12/23	AP	04/30/23	0000000	REGISTER MEDIA	112.65		05/26/23
						JOB AD:ASST.DIR. PS/FIRE			
						DES LOCAL.COM 4/3/23			
1971		12/23	AP	04/30/23	0000000	REGISTER MEDIA	112.65		05/26/23
						JOB AD:PSO			
						DES LOCAL.COM 4/3/23			
1971		12/23	AP	04/30/23	0000000	REGISTER MEDIA	208.35		05/26/23
						JOB AD:ASST.DIR. PS/FIRE			
						DM REG. PKG 3/19-4/9/23			
1971		12/23	AP	04/30/23	0000000	REGISTER MEDIA	416.70		05/26/23
						JOB AD:PSO			
						DM REG. PKG 3/30-4/23/23			
						ACCOUNT TOTAL	850.35	.00	850.35
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG									
1971		12/23	AP	05/24/23	0000000	WELLWORKS FOR YOU	683.40		05/26/23
						WELLNESS PROGRAM FEE			
						MAY 2023			
						ACCOUNT TOTAL	683.40	.00	683.40
101-1038-441.81-57 PROFESSIONAL SERVICES / PAY PLAN STUDY									
1937		12/23	AP	05/15/23	0000000	CARLSON DETTMANN CONSULTING L	500.00		05/26/23
						SALARY BUDGET/STRUCT.MEMO			
						ACCOUNT TOTAL	500.00	.00	500.00
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION									
1937		12/23	AP	05/15/23	0000000	CARLSON DETTMANN CONSULTING L	275.00		05/26/23
						CIVIL SERVICE REVIEW			
						WATER REC. SUPERVISOR			
1937		12/23	AP	05/15/23	0000000	CARLSON DETTMANN CONSULTING L	275.00		05/26/23
						CLASSIFICATION REVIEW			
						TRAFFIC TECHNICIAN			
1911		12/23	AP	02/13/23	0000000	CARLSON DETTMANN CONSULTING L	275.00		05/26/23
						CLASSIFICATION REVIEW			
						CONTENT CREATOR			
1911		12/23	AP	12/12/22	0000000	CARLSON DETTMANN CONSULTING L	275.00		05/26/23
						CIVIL SERVICE REVIEW			
						WASTEWATER TMT.OPERATOR I			
						ACCOUNT TOTAL	1,100.00	.00	1,100.00
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		05/26/23
						COPY PAPER			
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.26		05/26/23
						MECHANICAL PENCILS			
						ACCOUNT TOTAL	4.82	.00	4.82
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS						continued				
1911		12/23	AP	06/01/23	00000000	AHLERS AND COONEY, P.C.	3,900.00		05/26/23	
		LEGAL SERVICES-JUN'23								
1911		12/23	AP	06/01/23	00000000	SWISHER & COHRT, P.L.C.	2,600.00		05/26/23	
		LEGAL SERVICES-JUN'23								
1937		12/23	AP	05/01/23	00000000	REDFERN, MASON, LARSEN & MOORE,	836.00		05/26/23	
		LGL:GREENHILL VILL.9TH AD 04/03/23-04/14/23								
PROJECT#:						023006				
ACCOUNT TOTAL							7,336.00	.00	7,336.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
1911		12/23	AP	06/01/23	00000000	SWISHER & COHRT, P.L.C.	1,000.00		05/26/23	
		LEGAL SERVICES-JUN'23								
ACCOUNT TOTAL							1,000.00	.00	1,000.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1971		12/23	AP	05/19/23	00000000	DES MOINES STAMP MFG. CO.	29.50		05/26/23	
		COSCO PRINTER-NOTARY S GRAHAM								
1937		12/23	AP	05/12/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		05/26/23	
		COPY PAPER								
1937		12/23	AP	05/12/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	.26		05/26/23	
		MECHANICAL PENCILS								
1949		12/23	AP	05/11/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	10.57		05/26/23	
		DISPENSER FOR POP UPS LABELING TAPE, POP UPS								
ACCOUNT TOTAL							41.85	.00	41.85	
101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.										
1913		12/23	AP	05/11/23	00000000	HILTON GARDEN INN	2,976.00		05/26/23	
		BUS & IND AWARDS LUNCHEON 05/11/23								
PROJECT#:						014000				
1911		12/23	AP	04/19/23	00000000	AWARDS, GIFTS & ENGRAVING	670.00		05/26/23	
		BUSINESS/INDUST. AWARDS								
PROJECT#:						014000				
ACCOUNT TOTAL							3,646.00	.00	3,646.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1937		12/23	AP	05/12/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		05/26/23	
		COPY PAPER								
1937		12/23	AP	05/12/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	.26		05/26/23	
		MECHANICAL PENCILS								
ACCOUNT TOTAL							1.78	.00	1.78	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE			
1894		12/23	AP	02/02/23	0000000	TRANSPORT CONSULTANTS INTERNA	2,545.00		05/26/23
						RETURN SHIPPING OF CRATE			
						NEW HUMANIST EXHIBITION			
						ACCOUNT TOTAL	2,545.00	.00	2,545.00
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS									
1928		12/23	AP	05/10/23	0000000	KAY PARK REC CORP.	581.40		05/26/23
						TRAIL BENCHES			
1967		12/23	AP	05/08/23	0000000	BENTON'S READY MIX CONCRETE,	545.50		05/26/23
						TRAIL BENCH			
						ACCOUNT TOTAL	1,126.90	.00	1,126.90
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING									
1911		12/23	AP	04/26/23	0000000	COURIER LEGAL COMMUNICATIONS	161.12		05/26/23
						4/17 MTG-RECEIPT/EXPENSES			
1911		12/23	AP	04/21/23	0000000	COURIER LEGAL COMMUNICATIONS	42.83		05/26/23
						PH NTC-N.CEDAR HGHTS AREA			
						RECONSTRUCTION			
1911		12/23	AP	04/17/23	0000000	COURIER LEGAL COMMUNICATIONS	48.42		05/26/23
						PH NTC-NUISANCES:1312CLAY			
1911		12/23	AP	04/14/23	0000000	COURIER LEGAL COMMUNICATIONS	322.24		05/26/23
						4/4 REGUALR MEETING			
1911		12/23	AP	04/07/23	0000000	COURIER LEGAL COMMUNICATIONS	41.66		05/26/23
						ASHWORTH EXPANSION			
1911		12/23	AP	04/07/23	0000000	COURIER LEGAL COMMUNICATIONS	56.30		05/26/23
						DA&CONVEYANCE-CF STORAGE			
1911		12/23	AP	04/07/23	0000000	COURIER LEGAL COMMUNICATIONS	48.10		05/26/23
						SIGNAGE IN CD-DT			
1911		12/23	AP	04/07/23	0000000	COURIER LEGAL COMMUNICATIONS	93.19		05/26/23
						REZONING-4919 HUDSON RD			
1911		12/23	AP	04/07/23	0000000	COURIER LEGAL COMMUNICATIONS	49.28		05/26/23
						REZONING SANDS PROPERTY			
1911		12/23	AP	04/05/23	0000000	COURIER LEGAL COMMUNICATIONS	80.26		05/26/23
						FY24 BUDGET			
1911		12/23	AP	04/03/23	0000000	COURIER LEGAL COMMUNICATIONS	322.24		05/26/23
						3/20 MINS/RECEIPTS/VENDOR			
						ACCOUNT TOTAL	1,265.64	.00	1,265.64
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1913		12/23	AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.66		05/26/23
						RED & BLACK PERM.MARKERS			
1913		12/23	AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.29		05/26/23
						COPY PAPER			
1913		12/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.25		05/26/23
						RUBBER BANDS,BALL PT PENS			

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
1913		12/23 AP	04/26/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	3.25		05/26/23
		COPY PAPER							
1913		12/23 AP	04/10/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.13		05/26/23
		PRINTER LABELS, GEL PENS							
1913		12/23 AP	04/05/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	8.46		05/26/23
		COPY PAPER							
ACCOUNT TOTAL							16.04	.00	16.04
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1913		12/23 AP	05/17/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	5.49		05/26/23
		RED & BLACK PERM.MARKERS							
1913		12/23 AP	05/17/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	9.49		05/26/23
		COPY PAPER							
1913		12/23 AP	04/26/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	2.05		05/26/23
		RUBBER BANDS,BALL PT PENS							
1913		12/23 AP	04/26/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	13.47		05/26/23
		COPY PAPER							
1913		12/23 AP	04/10/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	9.41		05/26/23
		PRINTER LABELS, GEL PENS							
1913		12/23 AP	04/05/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	35.21		05/26/23
		COPY PAPER							
ACCOUNT TOTAL							75.12	.00	75.12
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
1979		12/23 AP	05/23/23	0000000		PROFESSIONAL LAWN CARE, LLC	95.00		05/26/23
		CODE MOW-501 CLAY							
1979		12/23 AP	05/23/23	0000000		PROFESSIONAL LAWN CARE, LLC	95.00		05/26/23
		CODE MOW-804 W SEERLEY							
1979		12/23 AP	05/23/23	0000000		PROFESSIONAL LAWN CARE, LLC	142.50		05/26/23
		CODE MOW-818 W SEERLEY							
1979		12/23 AP	05/23/23	0000000		PROFESSIONAL LAWN CARE, LLC	95.00		05/26/23
		CODE MOW-1122 W 22ND							
1913		12/23 AP	05/19/23	0000000		PROFESSIONAL LAWN CARE, LLC	213.75		05/26/23
		CODE MOW-8702 UNIVERSITY							
1913		12/23 AP	05/19/23	0000000		PROFESSIONAL LAWN CARE, LLC	213.75		05/26/23
		CODE MOW-3213 PANTHER LN							
1979		12/23 AP	05/19/23	0000000		COOLEY SANITATION LLC	1,147.87		05/26/23
		2520 CENTRAL AVE							
1913		12/23 AP	05/01/23	0000000		COOLEY SANITATION LLC	200.00		05/26/23
		1113 LINDALE							
ACCOUNT TOTAL							2,202.87	.00	2,202.87
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING									

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FUND 101 GENERAL FUND										
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING						continued				
1913		12/23 AP	04/05/23	0000000	STOREY KENWORTHY	556.00			556.00	05/26/23
					INSPECTION CARDS					
ACCOUNT TOTAL						556.00	.00		556.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1913		12/23 AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.63				05/26/23
					RED & BLACK PERM.MARKERS					
1913		12/23 AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.60				05/26/23
					COPY PAPER					
1913		12/23 AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.98				05/26/23
					RUBBER BANDS,BALL PT PENS					
1913		12/23 AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	10.78				05/26/23
					COPY PAPER					
1913		12/23 AP	04/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.51				05/26/23
					PRINTER LABELS, GEL PENS					
1913		12/23 AP	04/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.17				05/26/23
					COPY PAPER					
ACCOUNT TOTAL						54.67	.00		54.67	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING										
1913		12/23 AP	03/02/23	0000000	COURIER LEGAL COMMUNICATIONS	45.18				05/26/23
					PH-ZONING CODE					
ACCOUNT TOTAL						45.18	.00		45.18	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1965		12/23 AP	05/19/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.65				05/26/23
					RUBBER FINGER TIPS					
1965		12/23 AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	38.50				05/26/23
					PRINTING PAPER ROLLS					
1885		12/23 AP	05/04/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	75.98				05/26/23
					COPY PAPER					
ACCOUNT TOTAL						117.13	.00		117.13	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES										
1934		12/23 AP	05/16/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	232.16				05/26/23
					CAMP SUPPLIES					
ACCOUNT TOTAL						232.16	.00		232.16	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT										

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT						continued			
1965		12/23	AP	05/19/23	00000000	IOWA SPORTS SUPPLY	76.00		05/26/23
						UMPIRE MASK			
1934		12/23	AP	05/09/23	00000000	XPRESSIONS	77.40		05/26/23
						PROGRAM T SHIRTS			
1885		12/23	AP	05/05/23	00000000	IOWA SPORTS SUPPLY	144.00		05/26/23
						YOUTH BASEBALL SOFTBALL SUPPLIES			
1965		12/23	AP	05/05/23	00000000	COOLEY PUMPING, LLC	95.00		05/26/23
						PORTA POTTY-LION'S FIELD			
1934		12/23	AP	04/27/23	00000000	XPRESSIONS	1,155.40		05/26/23
						SHORTSTOPS SHIRTS			
1885		12/23	AP	04/20/23	00000000	XPRESSIONS	900.00		05/26/23
						BASEBALL UNIFORM HATS FOR RESALE			
1885		12/23	AP	04/14/23	00000000	XPRESSIONS	1,512.00		05/26/23
						BASEBALL/SOFTBALL JERSEYS			
						ACCOUNT TOTAL	3,959.80	.00	3,959.80
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT									
1978		11/23	AP	04/04/23	0142952	RMP SPORTS INC		336.99	05/24/23
						VOID CHECK-DUPLICATE PYMT BALLFIELDS			
						ACCOUNT TOTAL	.00	336.99	336.99-
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS									
1934		12/23	AP	05/18/23	00000000	MYERS-COX COMPANY	4,394.24		05/26/23
						CONCESSIONS			
1934		12/23	AP	05/11/23	00000000	ATLANTIC COCA-COLA	2,593.95		05/26/23
						INTIAL COKE ORDER-23			
						ACCOUNT TOTAL	6,988.19	.00	6,988.19
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS									
1934		12/23	AP	05/12/23	00000000	ACCO UNLIMITED CORPORATION	3,329.80		05/26/23
						CHEMICALS			
						ACCOUNT TOTAL	3,329.80	.00	3,329.80
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
1934		12/23	AP	05/12/23	00000000	ARAMARK	26.25		05/26/23
						REC CTR MATS			
						ACCOUNT TOTAL	26.25	.00	26.25
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									



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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.						continued			
1965		12/23	AP	05/15/23	0000000	GREENS KEEPER LAWN SERVICE LL	1,520.00		05/26/23
						SPRING LAWN CARE			
1934		12/23	AP	05/11/23	0000000	SIGNS BY TOMORROW	40.00		05/26/23
						PRICE CHANGE MAIN SIGN			
1934		12/23	AP	05/08/23	0000000	ROYALTURF INC	2,720.00		05/26/23
						1 OF 3 INTERIOR MULCH			
1885		12/23	AP	05/04/23	0000000	ARCTIC REFRIGERATION LC	212.96		05/26/23
						ICE MACHINE STARTUP & FILTER			
1885		12/23	AP	05/02/23	0000000	CEDAR VALLEY LAWN CARE	1,030.80		05/26/23
						IRRIGATION STARTUP/REPAIR			
ACCOUNT TOTAL							5,523.76	.00	5,523.76
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1894		12/23	AP	05/16/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	62.77		05/26/23
						LAPTOP LIFT, WRIST REST			
1894		12/23	AP	05/04/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	208.06		05/26/23
						NOTEPADS, PENS, COPY PAPER TAPE, DESK TRAY ORGANIZER			
ACCOUNT TOTAL							270.83	.00	270.83
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES									
1894		12/23	AP	05/23/23	0000000	WAPSIE PINES LAWN CARE/LANDSC	189.90		05/26/23
						ANNUAL FLOWERS, PLANTERS			
1894		12/23	AP	05/16/23	0000000	WAPSIE PINES LAWN CARE/LANDSC	127.35		05/26/23
						ANNUAL FLOWERS			
1894		12/23	AP	05/08/23	0000000	O'DONNELL ACE HARDWARE	23.65		05/26/23
						TOP SOIL, HAND WEEDER			
ACCOUNT TOTAL							340.90	.00	340.90
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.									
1894		12/23	AP	05/03/23	0000000	VOLUNTEER CENTER OF CEDAR VAL	20.00		05/26/23
						VOLUNTEER AWARD CEREMONY LUNCHEON ON 05-09-23			
ACCOUNT TOTAL							20.00	.00	20.00
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1894		12/23	AP	05/12/23	0000000	ARAMARK	13.74		05/26/23
						MAT SERVICE			
1894		12/23	AP	05/10/23	0000000	MUSSIG, QUENTIN	150.00		05/26/23
						05-10-23 PIANO TUNING			
1894		12/23	AP	05/03/23	0000000	DISBURG, MARY	180.00		05/26/23
						DRAWING EXPLORATION 04/16-05/07 INSTRUCTOR			
ACCOUNT TOTAL							343.74	.00	343.74

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION									
1894		12/23	AP	04/21/23	0000000	LEVERAGE PRINTING INC	1,224.01		05/26/23
						SUMMER 2023 BROCHURE			
						ACCOUNT TOTAL	1,224.01	.00	1,224.01
101-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE									
1894		12/23	AP	05/01/23	0000000	SIGNS & DESIGNS, INC.	238.00		05/26/23
						DREAM HOUSE PLAQUE			
1894		12/23	AP	05/01/23	0000000	SUJIN LIM PUBLIC ART	252.00		05/26/23
						AMELIA BLUE PLAQUE			
						IF YOU BUILD IT PUBIC ART			
						ACCOUNT TOTAL	490.00	.00	490.00
101-2280-423.93-01 EQUIPMENT / EQUIPMENT									
1894		12/23	AP	05/17/23	0000000	O'DONNELL ACE HARDWARE	30.77		05/26/23
						SHOP TOWELS, STEEL PRUNER			
1894		12/23	AP	05/01/23	0000000	ROPE - TOOLS FOR PROJECT	3.00		05/26/23
						POLK'S LOCK SERVICE, INC.			
						KEY FOR HEARST CENTER			
						ACCOUNT TOTAL	33.77	.00	33.77
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.16		05/26/23
						COPY PAPER			
1945		12/23	AP	05/08/23	0000000	STOREY KENWORTHY	215.00		05/26/23
						PRINTNG;MED RESPONSE FORM			
						ACCOUNT TOTAL	227.16	.00	227.16
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
1945		12/23	AP	05/12/23	0000000	ARAMARK	7.25		05/26/23
						TOWELS-STATION #2			
1945		12/23	AP	05/12/23	0000000	ARAMARK	24.60		05/26/23
						TOWELS/MATS-PSS BUILDING			
						ACCOUNT TOTAL	31.85	.00	31.85
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
1945		12/23	AP	05/23/23	0000000	SANDRY FIRE SUPPLY, L.L.C.	72.85		05/26/23
						SCBA REPAIR;NUT			
1945		12/23	AP	04/25/23	0000000	SANDRY FIRE SUPPLY, L.L.C.	337.90		05/26/23
						5X4.5 RIGID ELBOW			
1945		12/23	AP	04/18/23	0000000	#552 DRAFT/JET REPAIR	613.75		05/26/23
						SANDRY FIRE SUPPLY, L.L.C.			
						50'WHITE HOSE/100'YELLOW			
						#561/562			

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FUND 101 GENERAL FUND										
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR						continued				
1945		12/23 AP		04/14/23	0000000	SANDRY FIRE SUPPLY, L.L.C.		206.30	05/26/23	
						RETURN CREDIT				
						NONSWIVEL ELBOW FOR #551				
ACCOUNT TOTAL							1,024.50	206.30	818.20	
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1945		12/23 AP		05/07/23	0000000	BLACK HAWK CO.EMERG.MED.SERV.	50.00		05/26/23	
						MEMBER DUES-2023 (BROWN)				
ACCOUNT TOTAL							50.00	.00	50.00	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1945		12/23 AP		04/19/23	0000000	SANDRY FIRE SUPPLY, L.L.C.	732.29		05/26/23	
						2 HELMETS/HOODS				
						LUCK;SCHARNAU				
ACCOUNT TOTAL							732.29	.00	732.29	
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES										
1945		12/23 AP		05/05/23	0000000	BLACK HAWK CO.E911-TREASURER	3,090.08		05/26/23	
						FIRE EDACS FEE;APR-JUN'23				
ACCOUNT TOTAL							3,090.08	.00	3,090.08	
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1943		12/23 AP		05/01/23	0000000	BLACK HAWK RENTAL	38.77		05/26/23	
						SOD CUTTER RENTAL				
						PSS BUILDING				
1943		12/23 AP		05/01/23	0000000	OLESON SOD COMPANY	230.00		05/26/23	
						SOD;TICKET#3093-1000ROLLS				
						PSS BUILDING				
ACCOUNT TOTAL							268.77	.00	268.77	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
1945		12/23 AP		05/20/23	0000000	FAREWAY STORES INC. #190	24.95		05/26/23	
						BOTTLED WATER				
						TRAINING;FC INTERVIEWS				
1945		12/23 AP		05/09/23	0000000	MENARDS-CEDAR FALLS	27.96		05/26/23	
						SUPPLIES;				
						HOT SHINE TIRE COATING				
ACCOUNT TOTAL							52.91	.00	52.91	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1945		12/23 AP		05/17/23	0000000	FIRE SERVICE TRNG. BUREAU	100.00		05/26/23	
						CERT FEES;PULS				
						HAZMAT AND FF1 CERT				
1945		12/23 AP		05/16/23	0000000	FIRE SERVICE TRNG. BUREAU	200.00		05/26/23	

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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 101 GENERAL FUND								
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION					continued			
1945				12/23 AP 05/02/23	00000000	50.00		05/26/23
				CERT FEES;LUCK/SCHARNAU HAZMAT AND FF1 CERT				
1945				12/23 AP 05/02/23	00000000	50.00		05/26/23
				CERT FEES;RUSSELL DRIVER OPERATOR PUMPER				
1945				12/23 AP 04/21/23	00000000	4,500.00		05/26/23
				FACILITY USE 4/14,19,20 WATERLOO, CITY OF				
1945				12/23 AP 03/27/23	00000000	50.00		05/26/23
				CERT FEES;HERNANDEZ LIVE BURN FIRE TRAINING				
1945				12/23 AP 03/16/23	00000000	50.00		05/26/23
				CERT FEES; RUSSELL DRIVER OPERATOR PUMPER				
ACCOUNT TOTAL						5,000.00	.00	5,000.00
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1945				12/23 AP 05/08/23	00000000	911.50		05/26/23
				INSP/RECHARGE/REPAIR PROSHIELD FIRE & SECURITY				
ACCOUNT TOTAL						911.50	.00	911.50
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
1945				12/23 AP 05/09/23	00000000	444.75		05/26/23
				25 FIRE SHIRTS-INVENTORY SHIRT SHACK INC., THE				
1945				12/23 AP 05/04/23	00000000		499.75	05/26/23
				RETURN CREDIT 7.5M GLOBE 14" BOOT				
1945				12/23 AP 04/25/23	00000000	140.00		05/26/23
				FIRE UNIFORM-PURDY WERTJES UNIFORMS				
1945				12/23 AP 04/20/23	00000000	325.44		05/26/23
				BOOTS;HERNANDEZ/MANTERNAC BOOTS				
1945				12/23 AP 04/18/23	00000000	540.75		05/26/23
				BOOTS;LUCK-8W 14" BOOT SANDRY FIRE SUPPLY, L.L.C.				
1945				12/23 AP 04/05/23	00000000	538.25		05/26/23
				BOOTS;SCHMIDT INCL RETURN CREDIT				
1945				12/23 AP 03/30/23	00000000	7.50		05/26/23
				FIRE UNIFORM-PURDY GLOBE 14" STRUCTURAL BOOT				
1945				12/23 AP 03/16/23	00000000	28.00		05/26/23
				FIRE UNIFORM-SHAFAER WERTJES UNIFORMS				
1945				12/23 AP 03/16/23	00000000	113.25		05/26/23
				FIRE UNIFORM-INVENTORY BELT				
1945				12/23 AP 02/20/23	00000000	189.00		05/26/23
				FIRE UNIFORM-SHERWOOD SOCKS				
ACCOUNT TOTAL						2,326.94	499.75	1,827.19
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1937				12/23 AP 05/12/23	00000000	7.60		05/26/23
				OFFICE EXPRESS OFFICE PRODUCT				

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
						COPY PAPER			
1943		12/23	AP	05/05/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	143.04		05/26/23
						PAPER; BINDERS; PAPER CLIPS			
1943		12/23	AP	05/04/23	00000000	STOREY KENWORTHY	370.00		05/26/23
						PRINTING; PA SLIPS			
1943		12/23	AP	04/13/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	14.53		05/26/23
						PENS			
1943		12/23	AP	04/05/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	369.46		05/26/23
						PAPER; PENS; BINDER CLIPS			
						ACCOUNT TOTAL	904.63	.00	904.63
101-5521-415.71-05 OFFICE SUPPLIES / ADVERTISING									
1943		12/23	AP	02/22/23	00000000	UNIVERSITY OF NORTHERN IOWA	200.00		05/26/23
						BOOTH CAREER FAIR 2/23/23			
						ACCOUNT TOTAL	200.00	.00	200.00
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1945		12/23	AP	05/20/23	00000000	FAREWAY STORES INC. #190	24.95		05/26/23
						BOTTLED WATER			
1945		12/23	AP	05/12/23	00000000	ARAMARK	18.61		05/26/23
						MATS-PSS BUILDING			
1943		12/23	AP	05/10/23	00000000	ENTENMANN-ROVIN CO.	747.00		05/26/23
						6 BADGES-RESERVE OFFICER			
1943		12/23	AP	05/09/23	00000000	MARTIN BROS.DISTRIBUTING	82.18		05/26/23
						PLATES			
1943		12/23	AP	05/09/23	00000000	MARTIN BROS.DISTRIBUTING	4.47		05/26/23
						FOIL PAN			
1943		12/23	AP	05/05/23	00000000	MARTIN BROS.DISTRIBUTING	65.13		05/26/23
						COFFEE FILTERS; CUPS			
1943		12/23	AP	05/03/23	00000000	SHRED-IT USA	131.14		05/26/23
						ON-SITE DOC. DESTRUCTION			
1943		12/23	AP	05/01/23	00000000	THOMSON REUTERS - WEST	299.93		05/26/23
						INVESTIGATIVE SOFTWARE			
1943		12/23	AP	04/13/23	00000000	VARSAITY CLEAN-CF	17.97		05/26/23
						CLEANING-HANCOCK; FIRE INV			
1943		12/23	AP	04/13/23	00000000	VARSAITY CLEAN-CF	5.99		05/26/23
						CLEANING-MADSEN; FIRE INV			
1943		12/23	AP	04/03/23	00000000	SHRED-IT USA	72.31		05/26/23
						ON-SITE DOC. DESTRUCTION			
						TICKET #8153577292			
						ACCOUNT TOTAL	1,469.68	.00	1,469.68
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1957		12/23	AP	04/27/23	00000000	WERTJES UNIFORMS	78.00		05/26/23

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND									
101-5521-415.72-20	OPERATING SUPPLIES / OFFICERS EQUIPMENT					continued			
						UNIFORM ALLOWANCE-KRAMER			
						ASP ALUM CHAINCUFF			
1957		12/23	AP	04/24/23	00000000	WERTJES UNIFORMS	214.95		05/26/23
						OPTIONAL OFFICER EQUIP			
						5 EARPIECES			
1957		12/23	AP	04/18/23	00000000	WERTJES UNIFORMS	81.00		05/26/23
						OPT EQUIP ALLOW-MANERNAC			
						OUTER BELT			
1957		12/23	AP	04/13/23	00000000	WERTJES UNIFORMS	61.00		05/26/23
						OPTL EQUIP ALLOW-SCHARNAU			
						CUFF STRAP/HINGED CUFFS			
1957		12/23	AP	03/10/23	00000000	WERTJES UNIFORMS	61.00		05/26/23
						OPT EQUIP ALLOW-CREIGHTON			
						CUFF CASE			
1957		12/23	AP	03/10/23	00000000	WERTJES UNIFORMS	44.99		05/26/23
						OPT EQUIP ALLOW-CREIGHTON			
						INNER BELT			
ACCOUNT TOTAL							540.94	.00	540.94
101-5521-415.72-23	OPERATING SUPPLIES / RADIO & MDC FEES								
1943		12/23	AP	05/05/23	00000000	BLACK HAWK CO.E911-TREASURER	4,722.57		05/26/23
						POL.EDACS FEES;APR-JUN'23			
ACCOUNT TOTAL							4,722.57	.00	4,722.57
101-5521-415.72-33	OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM								
1957		12/23	AP	03/24/23	00000000	WERTJES UNIFORMS	119.00		05/26/23
						RES UNIFORM/EQUIP-ARIES			
						BOOTS			
ACCOUNT TOTAL							119.00	.00	119.00
101-5521-415.73-06	OTHER SUPPLIES / BUILDING REPAIR								
1943		12/23	AP	05/01/23	00000000	BLACK HAWK RENTAL	38.78		05/26/23
						SOD CUTTER RENTAL			
						PSS BUILDING			
1943		12/23	AP	05/01/23	00000000	OLESON SOD COMPANY	230.00		05/26/23
						SOD;TICKET#3093-1000ROLLS			
						PSS BUILDING			
ACCOUNT TOTAL							268.78	.00	268.78
101-5521-415.81-01	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1943		12/23	AP	04/30/23	00000000	VIQ SOLUTIONS, INC	141.44		05/26/23
						TRANSCRIPTION SERVICES			
						#23015024			
ACCOUNT TOTAL							141.44	.00	141.44
101-5521-415.81-58	PROFESSIONAL SERVICES / WITNESS FEES/SUBPOENAS								
1937		12/23	AP	05/02/23	00000000	SWISHER & COHRT, P.L.C.	143.04		05/26/23
						LGL:CODE ENFORCEMENT			
						04/30/23			
ACCOUNT TOTAL							143.04	.00	143.04



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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1943		12/23	AP	05/03/23	0000000	BLACK HAWK CO.SHERIFF	500.00		05/26/23
						BHCO TRAINING RANGE FEE			
						07/01/2023-06/30/2024			
ACCOUNT TOTAL							500.00	.00	500.00
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
1957		12/23	AP	04/27/23	0000000	WERTJES UNIFORMS	257.95		05/26/23
						UNIFORM ALLOWANCE-KRAMER			
1957		12/23	AP	04/27/23	0000000	WERTJES UNIFORMS	892.00		05/26/23
						UNIFRM/EQUIP-BIKE PATROL			
1957		12/23	AP	04/25/23	0000000	WERTJES UNIFORMS	64.30		05/26/23
						UNIFORM ALLOWANCE-SHAFER			
1957		12/23	AP	04/25/23	0000000	WERTJES UNIFORMS	490.80		05/26/23
						UNIFORM ALLOWANCE-CARMAN			
1957		12/23	AP	04/18/23	0000000	WERTJES UNIFORMS	119.89		05/26/23
						UNIFORM ALLOWANCE-BALTES			
1957		12/23	AP	04/17/23	0000000	WERTJES UNIFORMS	361.60		05/26/23
						UNIFORM ALLOWANCE-HAISLET			
1957		12/23	AP	04/17/23	0000000	WERTJES UNIFORMS	17.50		05/26/23
						UNIFORM ALLOWANCE-RICHTER			
1957		12/23	AP	04/04/23	0000000	WERTJES UNIFORMS	26.90		05/26/23
						UNIFORM ALLOWANCE-BARRON			
1957		12/23	AP	03/30/23	0000000	WERTJES UNIFORMS	23.00		05/26/23
						UNIFORM ALLOWANCE-PURDY			
1957		12/23	AP	03/22/23	0000000	WERTJES UNIFORMS	44.00		05/26/23
						UNIFORM ALLOWANCE-YATES			
1957		12/23	AP	03/22/23	0000000	WERTJES UNIFORMS	62.00		05/26/23
						UNIFORM ALLOWANCE-MADSEN			
1957		12/23	AP	03/21/23	0000000	WERTJES UNIFORMS	62.80		05/26/23
						UNIFORM ALLOWANCE-T.SMITH			
1957		12/23	AP	02/21/23	0000000	WERTJES UNIFORMS	16.00		05/26/23
						UNIFRM ALLOWNCE-CREIGHTON			
ACCOUNT TOTAL							2,438.74	.00	2,438.74
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
1943		12/23	AP	05/03/23	0000000	CEDAR BEND HUMANE SOCIETY	5,051.00		05/26/23
						APR'23 ANIMAL SURRENDER			
ACCOUNT TOTAL							5,051.00	.00	5,051.00
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1949		12/23	AP	05/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.15		05/26/23
						OFFICE PAPER, CORRECTION			
						TAPE AND THERMAL PAPER			
ACCOUNT TOTAL							2.15	.00	2.15

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1949		12/23	AP	05/16/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	176.37		05/26/23
						TOWELS			
	PROJECT#:				062507				
1949		12/23	AP	05/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	56.52		05/26/23
						RECYCLING CONTAINERS			
	PROJECT#:				062501				
1949		12/23	AP	05/11/23	0000000	O'DONNELL ACE HARDWARE	21.45		05/26/23
						PAINTING SUPPLIES AND			
	PROJECT#:				062501				
1967		12/23	AP	05/11/23	0000000	POLK'S LOCK SERVICE, INC.	838.00		05/26/23
						DOOR CLOSERS			
	PROJECT#:				062507				
1967		12/23	AP	05/11/23	0000000	POLK'S LOCK SERVICE, INC.	5.00		05/26/23
						KEYS			
	PROJECT#:				062506				
1949		12/23	AP	05/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.15		05/26/23
						OFFICE PAPER, CORRECTION			
1949		12/23	AP	05/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	31.45		05/26/23
						TRASH LINERS			
	PROJECT#:				062501				
1898		12/23	AP	05/08/23	0000000	O'DONNELL ACE HARDWARE	49.36		05/26/23
						PICTURE HANGERS AND STORA			
	PROJECT#:				062501				
1898		12/23	AP	05/04/23	0000000	O'DONNELL ACE HARDWARE	27.73		05/26/23
						MOUNTING TAPE AND CLEANER			
	PROJECT#:				062501				
1928		12/23	AP	05/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	881.54		05/26/23
						TISSUE, SOAP AND TOWELS			
	PROJECT#:				062501				
1898		12/23	AP	04/28/23	0000000	ECHO GROUP, INC.	202.68		05/26/23
						LIGHT BULBS			
	PROJECT#:				062506				
1928		12/23	AP	04/27/23	0000000	ARTISAN CEILING SYSTEMS AND	957.00		05/26/23
						CEILING TILE			
	PROJECT#:				062507				
1928		12/23	AP	04/26/23	0000000	MENARDS-CEDAR FALLS	28.41		05/26/23
						GLUE/CLEANER			
	PROJECT#:				062501				
1928		12/23	AP	04/25/23	0000000	O'DONNELL ACE HARDWARE	16.37		05/26/23
						MAGNET AND SCREWS			
	PROJECT#:				062501				
1928		12/23	AP	04/25/23	0000000	O'DONNELL ACE HARDWARE	16.68		05/26/23
						SCRAPER AND BLADES			
	PROJECT#:				062501				
1949		12/23	AP	04/24/23	0000000	O'DONNELL ACE HARDWARE	12.24		05/26/23
						PAINTING SUPPLIES AND			
	PROJECT#:				062501				
1928		12/23	AP	04/19/23	0000000	CENTRAL IOWA DISTRIBUTING INC	120.00		05/26/23
						GYM FLOOR CLEANER			

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
PROJECT#:		062507								
1928		12/23	AP	03/29/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	82.86			05/26/23
		TRASH RECEPTACLE								
PROJECT#:		062501								
ACCOUNT TOTAL							3,525.81	.00	3,525.81	
101-6616-446.72-17 OPERATING SUPPLIES / UNIFORMS										
1949		12/23	AP	05/03/23	00000000	NORTH AMERICAN SAFETY, INC	75.73			05/26/23
		HI VISION SAFETY SHIRTS								
ACCOUNT TOTAL							75.73	.00	75.73	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1898		12/23	AP	05/05/23	00000000	O'DONNELL ACE HARDWARE	32.99			05/26/23
		HEX KEY SET								
PROJECT#:		062506								
1949		12/23	AP	03/28/23	00000000	INTERSTATE ALL BATTERY CENTER	277.50			05/26/23
		FLOOR SCRUBBER AND BATTERIES								
PROJECT#:		062507								
ACCOUNT TOTAL							310.49	.00	310.49	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1967		12/23	AP	05/18/23	00000000	O'DONNELL ACE HARDWARE	4.76			05/26/23
		OUTLET COVER AND O RINGS								
PROJECT#:		062503								
1949		12/23	AP	05/17/23	00000000	O'DONNELL ACE HARDWARE	33.38			05/26/23
		FAUCET REPAIR KITS								
PROJECT#:		062503								
1949		12/23	AP	05/16/23	00000000	O'DONNELL ACE HARDWARE	57.05			05/26/23
		UTILITY KNIFE, ANCHORS, SHIMS, CONTAINER								
PROJECT#:		062503								
1949		12/23	AP	05/12/23	00000000	O'DONNELL ACE HARDWARE	4.99			05/26/23
		FITTING BRUSH								
PROJECT#:		062501								
1949		12/23	AP	05/11/23	00000000	O'DONNELL ACE HARDWARE	21.76			05/26/23
		ADHESIVE AND SCREWS								
PROJECT#:		062501								
1898		12/23	AP	05/10/23	00000000	AKA SERVICES, INC.	736.20			05/26/23
		POWER CLEAN CITYHALL DOME								
PROJECT#:		062501								
1949		12/23	AP	05/05/23	00000000	MENARDS-CEDAR FALLS	38.46			05/26/23
		SAW BLADE AND FAUCET AERO TORS								
PROJECT#:		062511								
1898		12/23	AP	05/03/23	00000000	ECHO GROUP, INC.	276.10			05/26/23

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
						LIGHT BULBS			
PROJECT#:					062507				
1898		12/23	AP	05/02/23	0000000	COOLEY PUMPING, LLC	145.00		05/26/23
						DRAIN CLEANING			
PROJECT#:					062507				
1898		12/23	AP	04/26/23	0000000	PLUMB SUPPLY COMPANY, LLC	112.67		05/26/23
						STOOL REPAIR			
PROJECT#:					062506				
1928		12/23	AP	04/15/23	0000000	POLK'S LOCK SERVICE, INC.	12.00		05/26/23
						LOCK REPAIR			
PROJECT#:					062501				
1928		12/23	AP	04/04/23	0000000	POLK'S LOCK SERVICE, INC.	81.50		05/26/23
						DOOR LOCK REPAIR			
PROJECT#:					062511				
1949		12/23	AP	02/10/23	0000000	INTERSTATE ALL BATTERY CENTER	203.00		05/26/23
						BATTERIES			
PROJECT#:					062503				
						ACCOUNT TOTAL	1,726.87	.00	1,726.87
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
1898		12/23	AP	05/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	42.00		05/26/23
						PEST CONTROL			
PROJECT#:					062506				
						ACCOUNT TOTAL	42.00	.00	42.00
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
1967		12/23	AP	05/16/23	0000000	HAWKEYE ALARM & SIGNAL CO.	237.50		05/26/23
						FIRE ALARM TESTING			
PROJECT#:					062506				
1949		12/23	AP	05/12/23	0000000	ARAMARK	31.35		05/26/23
						MAT SERVICE			
PROJECT#:					062501				
1949		12/23	AP	05/12/23	0000000	BLACKHAWK SPRINKLERS, INC.	244.95		05/26/23
						FIRE SPRINKLER INSPECTION			
PROJECT#:					062501				
1949		12/23	AP	05/12/23	0000000	HAWKEYE ALARM & SIGNAL CO.	190.00		05/26/23
						FIRE ALARM SYSTEM INSPECT			
PROJECT#:					062503				
1949		12/23	AP	05/12/23	0000000	HAWKEYE ALARM & SIGNAL CO.	285.00		05/26/23
						FIRE ALARM SYSTEM INSPECT			
PROJECT#:					062507				
1949		12/23	AP	05/12/23	0000000	HAWKEYE ALARM & SIGNAL CO.	95.00		05/26/23
						FIRE ALARM SYSTEM INSPECT			
PROJECT#:					062505				
1949		12/23	AP	05/12/23	0000000	HAWKEYE ALARM & SIGNAL CO.	512.50		05/26/23

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									POST DT ----
FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
						FIRE ALARM SYSTEM INSPECT PSS			
PROJECT#:					062511				
1949		12/23	AP	05/12/23	00000000	HAWKEYE ALARM & SIGNAL CO.	285.00		05/26/23
						CITY HALL			
PROJECT#:					062501				
1967		12/23	AP	05/12/23	00000000	ARAMARK	48.45		05/26/23
						MAT SERVICE			
PROJECT#:					062506				
1949		12/23	AP	05/09/23	00000000	HAWKEYE ALARM & SIGNAL CO.	600.00		05/26/23
						CITY HALL			
PROJECT#:					062501				
1898		12/23	AP	05/01/23	00000000	TK ELEVATOR CORPORATION	157.44		05/26/23
						ELEVATOR CONTRACT			
PROJECT#:					062501				
1898		12/23	AP	05/01/23	00000000	TK ELEVATOR CORPORATION	157.44		05/26/23
						ELEVATOR CONTRACT			
PROJECT#:					062503				
1898		12/23	AP	05/01/23	00000000	TK ELEVATOR CORPORATION	157.44		05/26/23
						ELEVATOR CONTRACT			
PROJECT#:					062505				
1898		12/23	AP	05/01/23	00000000	TK ELEVATOR CORPORATION	157.47		05/26/23
						ELEVATOR CONTRACT			
PROJECT#:					062511				
1928		12/23	AP	04/27/23	00000000	PLUMB TECH INC.	60.00		05/26/23
						BOILER INSPECTIONS FOR INSURANCE CARRIER			
PROJECT#:					062507				
1928		12/23	AP	04/27/23	00000000	PLUMB TECH INC.	60.00		05/26/23
						BOILER INSPECTIONS FOR INSURANCE CARRIER			
PROJECT#:					062511				
1898		12/23	AP	04/25/23	00000000	NATIONAL ELEVATOR INSPECTION	80.00		05/26/23
						LIBRARY			
PROJECT#:					062503				
1898		12/23	AP	01/26/23	00000000	TK ELEVATOR CORPORATION	200.00		05/26/23
						ELEVATOR REPAIR			
PROJECT#:					062511				
ACCOUNT TOTAL							3,559.54	.00	3,559.54
101-6616-446.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
1949		12/23	AP	05/11/23	00000000	PLUMB TECH INC.	139.13		05/26/23
						HVAC REPAIR			
PROJECT#:					062506				
1898		12/23	AP	05/01/23	00000000	MILLER WINDOW SERVICE	111.00		05/26/23
						BUS BENCH CLEANING			
ACCOUNT TOTAL							250.13	.00	250.13

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									POST DT	
FUND 101 GENERAL FUND										
101-6616-446.93-01						EQUIPMENT / EQUIPMENT				
1967		12/23 AP		05/21/23	00000000	CORY'S PAINTING, L.L.C.	1,368.33		05/26/23	
						EXTERIOR MAINTENANCE PAINTING				
PROJECT#:		062507								
ACCOUNT TOTAL							1,368.33	.00	1,368.33	
101-6623-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1898		12/23 AP		04/28/23	00000000	TESTAMERICA LABORATORIES, INC	21.00		05/26/23	
						BOAT HOUSE WATER TEST				
ACCOUNT TOTAL							21.00	.00	21.00	
101-6625-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1913		12/23 AP		05/17/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	8.11		05/26/23	
						RED & BLACK PERM.MARKERS				
1913		12/23 AP		05/17/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	9.49		05/26/23	
						COPY PAPER				
1913		12/23 AP		04/26/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	3.01		05/26/23	
						RUBBER BANDS,BALL PT PENS				
1913		12/23 AP		04/26/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	13.47		05/26/23	
						COPY PAPER				
1913		12/23 AP		04/10/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	13.92		05/26/23	
						PRINTER LABELS, GEL PENS				
1913		12/23 AP		04/05/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	35.21		05/26/23	
						COPY PAPER				
ACCOUNT TOTAL							83.21	.00	83.21	
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE				
1888		12/23 AP		04/21/23	00000000	MIDAMERICAN ENERGY	10.26		05/26/23	
						FINCHFORD RIVER GAUGE 03/23-04/21/23				
ACCOUNT TOTAL							10.26	.00	10.26	
101-6633-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1949		12/23 AP		05/10/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	8.05		05/26/23	
						OFFICE PAPER, CORRECTION TAPE AND THERMAL PAPER				
ACCOUNT TOTAL							8.05	.00	8.05	
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1967		12/23 AP		05/17/23	00000000	O'DONNELL ACE HARDWARE	24.06		05/26/23	
						GATEWAY REPAIR				
1949		12/23 AP		05/16/23	00000000	ZIMCO SUPPLY CO.	355.30		05/26/23	

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FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
						LAWN CHEMICAL				
1967		12/23 AP		05/16/23	00000000	O'DONNELL ACE HARDWARE	43.45			05/26/23
						BLEACH AND SHOCK				
1949		12/23 AP		05/15/23	00000000	O'DONNELL ACE HARDWARE	23.08			05/26/23
						SPRAYING SUPPLIES				
1928		12/23 AP		05/09/23	00000000	OUTDOOR RECREATION PRODUCTS	3,483.00			05/26/23
						PLAYGROUND MULCH				
1949		12/23 AP		05/08/23	00000000	WAPSIE PINES LAWN CARE/LANDSC	192.47			05/26/23
						PLANTS				
1928		12/23 AP		05/05/23	00000000	MENARDS-CEDAR FALLS	167.79			05/26/23
						NURSERY SUPPLIES				
1928		12/23 AP		05/04/23	00000000	BENTON'S SAND & GRAVEL, INC.	187.80			05/26/23
						RIVER ROCK				
1928		12/23 AP		05/04/23	00000000	MIDLAND CONCRETE PRODUCTS, LL	132.89			05/26/23
						FABRIC/STAPLES				
1949		12/23 AP		05/03/23	00000000	NORTH AMERICAN SAFETY, INC	151.45			05/26/23
						HI VISION SAFETY SHIRTS				
1928		12/23 AP		05/01/23	00000000	WAPSIE PINES LAWN CARE/LANDSC	79.99			05/26/23
						TREES				
1967		12/23 AP		05/01/23	00000000	POLK'S LOCK SERVICE, INC.	12.00			05/26/23
						PARKS KEYS				
1898		12/23 AP		04/30/23	00000000	CULLIGAN WATER CONDITIONING	47.49			05/26/23
						WATER DELIVERY AT 606 UNI				
						ON SHOP				
ACCOUNT TOTAL							4,900.77	.00	4,900.77	
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1949		12/23 AP		05/16/23	00000000	C & C WELDING & SANDBLASTING	1,004.95			05/26/23
						DAM/RIVER RAILING AND REP				
						AIR				
ACCOUNT TOTAL							1,004.95	.00	1,004.95	
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1967		12/23 AP		05/10/23	00000000	ECHO GROUP, INC.	1,637.20			05/26/23
						DAM CONTROLS				
ACCOUNT TOTAL							1,637.20	.00	1,637.20	
FUND TOTAL							110,918.63	1,043.04	109,875.59	



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FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1949		12/23	AP	05/10/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	8.05			05/26/23
						OFFICE PAPER, CORRECTION TAPE AND THERMAL PAPER				
ACCOUNT TOTAL							8.05	.00	8.05	
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS										
1949		12/23	AP	05/03/23	00000000	NORTH AMERICAN SAFETY, INC	227.17			05/26/23
						HI VISION SAFETY SHIRTS				
ACCOUNT TOTAL							227.17	.00	227.17	
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
1898		12/23	AP	05/05/23	00000000	CAMPBELL SUPPLY WATERLOO	566.13			05/26/23
						STEEL CABLE FOR LOG REMOV AL				
1898		12/23	AP	05/04/23	00000000	CAMPBELL SUPPLY WATERLOO	221.60			05/26/23
						CABLE FOR LOG REMOVAL AT DAM				
ACCOUNT TOTAL							787.73	.00	787.73	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL										
1949		12/23	AP	05/09/23	00000000	MENARDS-CEDAR FALLS	96.95			05/26/23
						MAILBOX POST AND GRINDER WHEEL				
ACCOUNT TOTAL							96.95	.00	96.95	
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1928		12/23	AP	05/03/23	00000000	BLACK HAWK RENTAL	2,079.00			05/26/23
						SCREED BOARDS				
ACCOUNT TOTAL							2,079.00	.00	2,079.00	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1949		12/23	AP	05/15/23	00000000	BLACK HAWK RENTAL	169.10			05/26/23
						PROPANE FOR HOT PATCHER				
1967		12/23	AP	05/13/23	00000000	ASPRO, INC.	412.08			05/26/23
						HOT MIX ASPHALT				
1967		12/23	AP	05/13/23	00000000	ASPRO, INC.	1,081.20			05/26/23
						HOT MIX ASPHALT				
1949		12/23	AP	05/10/23	00000000	BENTON'S READY MIX CONCRETE,	903.50			05/26/23
						CONCRETE FOR STREET 7TH STREET REPAIR				
1898		12/23	AP	05/08/23	00000000	BITUMINOUS MATERIALS & SUPPLY	2,073.34			05/26/23
						CRS-2				
1928		12/23	AP	05/06/23	00000000	ASPRO, INC.	541.62			05/26/23

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued			
						HOT MIX ASPHALT			
1928				12/23 AP 05/04/23	00000000	BENTON'S READY MIX CONCRETE, REPAIR 2ND STREET	2,710.50		05/26/23
PROJECT#: 062436									
1928				12/23 AP 05/04/23	00000000	BENTON'S READY MIX CONCRETE, R CAPITAL WAY	374.00		05/26/23
PROJECT#: 062436									
1928				12/23 AP 05/02/23	00000000	BENTON'S READY MIX CONCRETE, R 2200 TECH PKWY	486.00		05/26/23
1928				12/23 AP 05/01/23	00000000	BENTON'S READY MIX CONCRETE, CATHERINE	1,251.00		05/26/23
PROJECT#: 062436									
1898				12/23 AP 04/30/23	00000000	ASPRO, INC.	321.91		05/26/23
1898				12/23 AP 04/30/23	00000000	HMA/TACK OIL	718.08		05/26/23
1898				12/23 AP 04/30/23	00000000	HMA	960.68		05/26/23
1898				12/23 AP 04/30/23	00000000	RACK FOR STREET PROJECTS	1,923.58		05/26/23
1898				12/23 AP 04/30/23	00000000	ROCK FOR SPRAY PATCHING A ND ROADWORK			
ACCOUNT TOTAL							13,926.59	.00	13,926.59
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
1966				12/23 AP 05/22/23	00000000	PETERSON CONTRACTORS	588,269.07		05/26/23
PROJECT#: 023240									
1888				12/23 AP 05/01/23	00000000	TERRACON CONSULTANTS, INC. THROUGH 04/22/23	284.06		05/26/23
PROJECT#: 023240									
ACCOUNT TOTAL							588,553.13	.00	588,553.13
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1949				12/23 AP 05/10/23	00000000	OFFICE EXPRESS OFFICE PRODUCT TAPE AND THERMAL PAPER	1.61		05/26/23
ACCOUNT TOTAL							1.61	.00	1.61
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1967				12/23 AP 05/12/23	00000000	MENARDS-CEDAR FALLS	23.98		05/26/23
1928				12/23 AP 05/11/23	00000000	FACE SHIELDS	112.50		05/26/23
1928				12/23 AP 05/04/23	00000000	AMERICAN TRAFFIC SAFETY MATER VINYL FOR SIGNS	428.37		05/26/23
WIRE/ELECTRICAL SUPPLIES									

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FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.72-01 OPERATING SUPPLIES /						OPERATING SUPPLIES	continued			
1928		12/23	AP	04/26/23	00000000	MENARDS-CEDAR FALLS	38.52		05/26/23	
						LIGHT/DAMPRIID				
1949		12/23	AP	04/10/23	00000000	FASTENAL COMPANY	107.12		05/26/23	
						GLOVES AND DRILL BITS				
1949		12/23	AP	12/02/22	00000000	FASTENAL COMPANY		118.95	05/26/23	
						RETURN FOR EYE BELT				
ACCOUNT TOTAL							710.49	118.95	591.54	
206-6647-436.72-17 OPERATING SUPPLIES / UNIFORMS										
1949		12/23	AP	05/03/23	00000000	NORTH AMERICAN SAFETY, INC	75.73		05/26/23	
						HI VISION SAFETY SHIRTS				
ACCOUNT TOTAL							75.73	.00	75.73	
206-6647-436.72-62 OPERATING SUPPLIES / PAINT										
1967		12/23	AP	05/17/23	00000000	DIAMOND VOGEL PAINT - #64/#55	146.00		05/26/23	
						PAINT TIPS				
ACCOUNT TOTAL							146.00	.00	146.00	
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS										
1928		12/23	AP	04/27/23	00000000	IOWA PRISON INDUSTRIES	5,989.30		05/26/23	
						SIGNS				
ACCOUNT TOTAL							5,989.30	.00	5,989.30	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1928		12/23	AP	05/04/23	00000000	ECHO GROUP, INC.	2,633.87		05/26/23	
						THERMAL IMAGER				
ACCOUNT TOTAL							2,633.87	.00	2,633.87	
FUND TOTAL							615,235.62	118.95	615,116.67	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.71-01 OFFICE SUPPLIES /						OFFICE SUPPLIES				
1913		12/23	AP	05/17/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	1.10		05/26/23	
						RED & BLACK PERM.MARKERS				
1913		12/23	AP	05/17/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		05/26/23	
						COPY PAPER				

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GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		05/26/23
						COPY PAPER			
1913		12/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.41		05/26/23
						RUBBER BANDS,BALL PT PENS			
1913		12/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.16		05/26/23
						COPY PAPER			
1913		12/23	AP	04/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.88		05/26/23
						PRINTER LABELS, GEL PENS			
1913		12/23	AP	04/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.63		05/26/23
						COPY PAPER			
						ACCOUNT TOTAL	17.26	.00	17.26
						FUND TOTAL	17.26	.00	17.26
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1913		12/23	AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.22		05/26/23
						RED & BLACK PERM.MARKERS			
1913		12/23	AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.38		05/26/23
						COPY PAPER			
1937		12/23	AP	05/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04		05/26/23
						COPY PAPER			
1913		12/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.08		05/26/23
						RUBBER BANDS,BALL PT PENS			
1913		12/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.54		05/26/23
						COPY PAPER			
1913		12/23	AP	04/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.38		05/26/23
						PRINTER LABELS, GEL PENS			
1913		12/23	AP	04/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.41		05/26/23
						COPY PAPER			
						ACCOUNT TOTAL	6.05	.00	6.05
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1913		12/23	AP	04/30/23	0000000	IOWA NORTHLAND REGIONAL CO. O	116.93		05/26/23
						FFY22 ENT AGENCY AWARDS			
1913		12/23	AP	04/30/23	0000000	IOWA NORTHLAND REGIONAL CO. O	765.98		05/26/23
						FFY22 PLAN & REPORTS			
1913		12/23	AP	04/30/23	0000000	IOWA NORTHLAND REGIONAL CO. O	59.69		05/26/23
						CARES CV-3 AGENCY AWARD			
						APRIL EXPENSES			
PROJECT#:					022354				
						ACCOUNT TOTAL	942.60	.00	942.60

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.89-57						MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT			
1913		12/23	AP	04/30/23	0000000	IOWA NORTHLAND REGIONAL CO. O	2,372.81		05/26/23
		FFY22	ENT	SIDEWALKS		APRIL EXPENSES			
PROJECT#:		023315							
1913		12/23	AP	02/21/23	0000000	COURIER LEGAL COMMUNICATIONS	89.67		05/26/23
		RENOTICE-CDBG				FLOODPLAIN			
1913		12/23	AP	02/09/23	0000000	COURIER LEGAL COMMUNICATIONS	79.72		05/26/23
		NTC-CDBG				WALNUT ST FLOODPLAIN			
						ACCOUNT TOTAL	2,542.20	.00	2,542.20
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1913		12/23	AP	04/30/23	0000000	IOWA NORTHLAND REGIONAL CO. O	692.54		05/26/23
		FFY22	SINGLE	FAMILY REHAB		APRIL EXPENSES			
1913		12/23	AP	04/30/23	0000000	IOWA NORTHLAND REGIONAL CO. O	221.35		05/26/23
		FFY22	RENT	REHAB		APRIL EXPENSES			
						ACCOUNT TOTAL	913.89	.00	913.89
						FUND TOTAL	4,404.74	.00	4,404.74
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25						STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON			
1888		12/23	AP	05/10/23	0000000	AECOM TECHNICAL SERVICES, INC	2,376.19		05/26/23
		3271-N		CEDAR HEIGHTS PH1		04/08-05/05/23 SURVEY			
PROJECT#:		023271							
1888		12/23	AP	04/14/23	0000000	AECOM TECHNICAL SERVICES, INC	37,717.69		05/26/23
		3271-N		CEDAR HEIGHTS PH1		03/11-04/14/23			
PROJECT#:		023271							
						ACCOUNT TOTAL	40,093.88	.00	40,093.88
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
1966		12/23	AP	05/17/23	0000000	PETERSON CONTRACTORS	213,384.56		05/26/23
		3299-2023		STREET RECON					
PROJECT#:		023299							
1888		12/23	AP	05/01/23	0000000	TERRACON CONSULTANTS, INC.	527.16		05/26/23
		3299-2023		STREET RECON		THROUGH 04/22/23			
PROJECT#:		023299							
						ACCOUNT TOTAL	213,911.72	.00	213,911.72
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
1966		12/23	AP	05/19/23	0000000	PETERSON CONTRACTORS	817,937.78		05/26/23

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
3283-MAIN ST RECONSTRUCT									
PROJECT#:						023283			
ACCOUNT TOTAL							817,937.78	.00	817,937.78
FUND TOTAL							1,071,943.38	.00	1,071,943.38
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1913		12/23 AP	05/17/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.52		05/26/23
		COPY PAPER							
1937		12/23 AP	05/12/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	6.08		05/26/23
		COPY PAPER							
1937		12/23 AP	05/12/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	.42		05/26/23
		MECHANICAL PENCILS							
1913		12/23 AP	04/26/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	2.16		05/26/23
		COPY PAPER							
1913		12/23 AP	04/05/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	5.63		05/26/23
		COPY PAPER							
ACCOUNT TOTAL							15.81	.00	15.81
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1937		12/23 AP	05/10/23	0000000		FEDERAL EXPRESS	59.34		05/26/23
		REPAIR SHIP TO VIDENDUM				PRODUCTIONS SOLUTIONS			
ACCOUNT TOTAL							59.34	.00	59.34
FUND TOTAL							75.15	.00	75.15
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1913		12/23 AP	05/17/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	2.20		05/26/23
		RED & BLACK PERM.MARKERS							
1913		12/23 AP	05/17/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	2.28		05/26/23
		COPY PAPER							
1937		12/23 AP	05/12/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	4.56		05/26/23
		COPY PAPER							
1937		12/23 AP	05/12/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	.28		05/26/23
		MECHANICAL PENCILS							
1913		12/23 AP	04/26/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	.82		05/26/23
		RUBBER BANDS,BALL PT PENS							
1913		12/23 AP	04/26/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	3.24		05/26/23
		COPY PAPER							

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FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
1913		12/23 AP		04/10/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	3.76		05/26/23	
						PRINTER LABELS, GEL PENS				
1913		12/23 AP		04/05/23	00000000	OFFICE EXPRESS OFFICE PRODUCT	8.45		05/26/23	
						COPY PAPER				
ACCOUNT TOTAL							25.59	.00	25.59	
258-5531-435.71-04 OFFICE SUPPLIES / TICKETS										
1971		12/23 AP		05/23/23	00000000	TRAF-O-TERIA SYSTEM, INC	1,482.35		05/26/23	
						PSO CITATION BOOKLETS				
ACCOUNT TOTAL							1,482.35	.00	1,482.35	
FUND TOTAL							1,507.94	.00	1,507.94	
FUND 261 TOURISM & VISITORS										
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM										
1958		12/23 AP		05/12/23	00000000	IDSS GLOBAL LLC	1,500.00		05/26/23	
						QTRLY SUBSCRIPTION JUN-AUG				
ACCOUNT TOTAL							1,500.00	.00	1,500.00	
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1958		12/23 AP		05/22/23	00000000	CEDAR VALLEY TRAILS PARTNERSH	50.00		05/26/23	
						ANNUAL MEMBERSHIP				
ACCOUNT TOTAL							50.00	.00	50.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
1958		12/23 AP		05/12/23	00000000	ARAMARK	7.80		05/26/23	
						MAT SERVICE				
ACCOUNT TOTAL							7.80	.00	7.80	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
1958		12/23 AP		05/11/23	00000000	IOWA 7V7 FOOTBALL	6,000.00		05/26/23	
						2-7V7 EVENTS/APRIL 15-16 AND MAY 6-7, 2023				
ACCOUNT TOTAL							6,000.00	.00	6,000.00	
FUND TOTAL							7,557.80	.00	7,557.80	



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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1836		12/23 AP		05/12/23	00000000	ARAMARK	7.80			05/26/23
COMM. CENTER MAT SERVICE										
ACCOUNT TOTAL							7.80	.00	7.80	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
1836		12/23 AP		05/12/23	00000000	HEARST CENTER FOR THE ARTS	110.00			05/26/23
GROUP ART ACTIVITY ON 5/11/23										
1836		12/23 AP		05/09/23	00000000	MASMAR, MANDY SUE	180.00			05/26/23
SENIOR LINE DANCING FOR MAY '23										
ACCOUNT TOTAL							290.00	.00	290.00	
FUND TOTAL							297.80	.00	297.80	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1913		12/23 AP		04/28/23	00000000	PETERS CONSTRUCTION CORP.	2,248.50			05/26/23
PHEASANT RIDGE PRO SHOP WALL EXPLORATION-FINAL										
PROJECT#: 023319										
ACCOUNT TOTAL							2,248.50	.00	2,248.50	
FUND TOTAL							2,248.50	.00	2,248.50	
FUND 297 REC FACILITIES CAPITAL										
297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1965		12/23 AP		05/19/23	00000000	PUSH PEDAL PULL-CDR	108,892.50			05/26/23
WEIGHT ROOM EQUIPMENT 50%										
1934		12/23 AP		05/16/23	00000000	CORY'S PAINTING, L.L.C.	6,617.76			05/26/23
PAINTING LOCKER ROOMS										
1934		12/23 AP		04/28/23	00000000	HUPP ELECTRIC MOTORS	26,514.49			05/26/23
SERVICE FALLS PUMPS										
ACCOUNT TOTAL							142,024.75	.00	142,024.75	
FUND TOTAL							142,024.75	.00	142,024.75	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 298 HEARST CAPITAL									
298-2280-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
1894		12/23 AP 03/31/23			00000000	OPN ARCHITECTS	4,141.93		05/26/23
		HEARST 2.0 MASTER PLAN							
ACCOUNT TOTAL							4,141.93	.00	4,141.93
FUND TOTAL							4,141.93	.00	4,141.93
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.95-86						BOND FUND PROJECTS / CENTER STREET STREETScape			
1888		12/23 AP 05/16/23			00000000	FOTH INFRASTRUCTURE & ENVIRON	1,922.00		05/26/23
		3206-CENTER STREETScape				SERVICES THROUGH 04/30/23			
PROJECT#:		023206							
ACCOUNT TOTAL							1,922.00	.00	1,922.00
FUND TOTAL							1,922.00	.00	1,922.00
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43						CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE			
1913		12/23 AP 04/30/23			00000000	IOWA NORTHLAND REGIONAL CO. O	217.08		05/26/23
		3290-CEDAR RIVER REC				APRIL EXPENSES			
PROJECT#:		023290							
ACCOUNT TOTAL							217.08	.00	217.08
FUND TOTAL							217.08	.00	217.08
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
430-1220-431.91-10						LAND / INDUSTRIAL PARK LAND ACQ			
1937		12/23 AP 05/15/23			00000000	BLACK HAWK CO.ABSTRACT	300.00		05/26/23
		BASE ABSTRACTS-W.VIKING				INDUSTRIAL PARK PHASE IV			
ACCOUNT TOTAL							300.00	.00	300.00
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION									
1966		12/23 AP 05/22/23			00000000	PETERSON CONTRACTORS	216,489.35		05/26/23
		3189-W VIKING IND.PARK V							

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GROUP	PO	ACCTG	----	TRANSACTION	----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
									BALANCE	----
FUND 430 2004 TIF BOND										
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION						continued				
PROJECT#: 023189										
1888		12/23	AP	04/27/23	0000000	SNYDER & ASSOCIATES, INC.	3,731.16		05/26/23	
						THROUGH 03/31/23 SURVEY				
PROJECT#: 023189										
1888		12/23	AP	04/24/23	0000000	SNYDER & ASSOCIATES, INC.	4,677.75		05/26/23	
						THROUGH 03/31/23				
PROJECT#: 023189										
ACCOUNT TOTAL							224,898.26	.00	224,898.26	
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD										
1888		12/23	AP	05/12/23	0000000	SNYDER & ASSOCIATES, INC.	21,889.00		05/26/23	
						SERVICES 04/01-04/30/23				
PROJECT#: 023212										
ACCOUNT TOTAL							21,889.00	.00	21,889.00	
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
1937		12/23	AP	05/15/23	0000000	BLACK HAWK CO.ABSTRACT	207.00		05/26/23	
						PARK PHASE VI				
1937		12/23	AP	05/01/23	0000000	REDFERN,MASON,LARSEN & MOORE,	1,187.50		05/26/23	
						04/14/23-04/29/23				
PROJECT#: 023212										
ACCOUNT TOTAL							1,394.50	.00	1,394.50	
430-1220-431.97-90 TIF BOND PROJECTS / PINNACLE PRAIRIE IMPROVE										
1888		12/23	AP	04/27/23	0000000	SNYDER & ASSOCIATES, INC.	1,732.00		05/26/23	
						THROUGH 03/31/23				
PROJECT#: 023294										
ACCOUNT TOTAL							1,732.00	.00	1,732.00	
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT										
1888		12/23	AP	04/27/23	0000000	SNYDER & ASSOCIATES, INC.	5,329.00		05/26/23	
						THROUGH 03/31/23				
PROJECT#: 023274										
ACCOUNT TOTAL							5,329.00	.00	5,329.00	
FUND TOTAL							255,542.76	.00	255,542.76	

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 431	2014	BOND							
FUND 432	2003	BOND							
FUND 433	2001	TIF							
FUND 434	2000	BOND							
FUND 435	1999	TIF							
FUND 436	2012	BOND							
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
438-1220-431.95-73	BOND FUND PROJECTS /	SIDEWALK RECONSTRUCTION							
1949	12/23 AP 05/10/23	0000000				BENTON'S READY MIX CONCRETE,	660.25		05/26/23
						CONCRETE FOR SIDEWALK			
1898	12/23 AP 05/08/23	0000000				INFILL PROJECT-OLIVE ST	64.47		05/26/23
						BUILDERS SELECT LLC			
	FORMBOARD								
PROJECT#:	023266								
1928	12/23 AP 05/03/23	0000000				BENTON'S READY MIX CONCRETE,	567.00		05/26/23
						SIDEWALK INFILL PROJECT			
PROJECT#:	023266								
1928	12/23 AP 05/02/23	0000000				BENTON'S READY MIX CONCRETE,	695.00		05/26/23
						SIDEWALK INFILL PROJECT			
PROJECT#:	023266					5TH STREET			
	ACCOUNT TOTAL						1,986.72	.00	1,986.72
438-1220-431.98-23	CAPITAL PROJECTS /	GREENHILL RD & S MAIN INT							
1966	12/23 AP 05/17/23	0000000				PETERSON CONTRACTORS	164,970.07		05/26/23
	3228-GREENHILL/S MAIN INT								
PROJECT#:	023228								
1978	11/23 AP 12/22/22	0142223				SHIVE-HATTERY		402.60	05/24/23
	VOID CHECK-LOST					3228-GREENHILL/S MAIN INT			
PROJECT#:	023228								
	ACCOUNT TOTAL						164,970.07	402.60	164,567.47
438-1220-431.98-83	CAPITAL PROJECTS /	CEDAR HGTS DRIVE RECON							
1888	12/23 AP 05/18/23	0000000				KW ELECTRIC, INC.	1,000.00		05/26/23
	3171-CEDAR HEIGHTS RECON					REPLACEMENT LIGHT FIXTURE			
PROJECT#:	023171								
1888	12/23 AP 05/01/23	0000000				TERRACON CONSULTANTS, INC.	946.75		05/26/23
	3171-CEDAR HEIGHTS RECON					THROUGH 04/22/23			
PROJECT#:	023171								
1888	12/23 AP 04/27/23	0000000				SNYDER & ASSOCIATES, INC.	17,708.45		05/26/23
	3171-CEDAR HEIGHTS RECON					THROUGH 03/31/23			
PROJECT#:	023171								
1888	12/23 AP 04/27/23	0000000				SNYDER & ASSOCIATES, INC.	187.50		05/26/23
	3171-CEDAR HEIGHTS RECON					THROUGH 03/31/23 SURVEY			
PROJECT#:	023171								
	ACCOUNT TOTAL						19,842.70	.00	19,842.70

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FUND 438 2020 BOND FUND									
FUND TOTAL							186,799.49	402.60	186,396.89
FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16	CAPITAL PROJECTS / CITY HALL REMODEL								
1913	12/23	AP	05/17/23	00000000	KIRK GROSS COMPANY	5,500.00			05/26/23
	3231	CITY HALL REMODEL			REINSTALL-PHASE 2				
PROJECT#: 023231									
1979	12/23	AP	05/15/23	00000000	NAGLE SIGNS INC.	2,263.16			05/26/23
	3231	CITY HALL REMODEL			SIGNAGE				
PROJECT#: 023231									
1979	12/23	AP	04/30/23	00000000	PETERS CONSTRUCTION CORP.	8,229.61			05/26/23
	3231	CITY HALL REMODEL							
PROJECT#: 023231									
1979	12/23	AP	04/30/23	00000000	PETERS CONSTRUCTION CORP.	74,151.30			05/26/23
	3231	CITY HALL REMODEL			RETAINAGE				
PROJECT#: 023231									
1913	12/23	AP	03/21/23	00000000	KIRK GROSS COMPANY	4,000.00			05/26/23
	3231	CITY HALL REMODEL							
PROJECT#: 023231									
ACCOUNT TOTAL							94,144.07	.00	94,144.07
443-1220-431.98-42 CAPITAL PROJECTS / BESS STREETER PARK									
1967	12/23	AP	05/10/23	00000000	BENTON'S READY MIX CONCRETE,	483.00			05/26/23
		BESS STREETER PARK							
1898	12/23	AP	05/09/23	00000000	O'DONNELL ACE HARDWARE	6.73			05/26/23
		BESS STREETER PLAYGROUND			NUTS AND BOLTS				
1898	12/23	AP	05/09/23	00000000	O'DONNELL ACE HARDWARE		2.89		05/26/23
		BESS STREETER PLAYGROUND			NUTS AND BOLTS RETURN				
1928	12/23	AP	05/04/23	00000000	BENTON'S READY MIX CONCRETE,	279.00			05/26/23
		BESS STREETER PARK							
1928	12/23	AP	05/02/23	00000000	BENTON'S READY MIX CONCRETE,	279.00			05/26/23
		BESS STREETER PARK							
ACCOUNT TOTAL							1,047.73	2.89	1,044.84
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD									
1888	12/23	AP	05/11/23	00000000	RALLY APPRAISAL, LLC	1,000.00			05/26/23
	3244	ASHWORTH DR EXT.			HUDSON&ASHWORTH APPRAISAL				
PROJECT#: 023244									
ACCOUNT TOTAL							1,000.00	.00	1,000.00
FUND TOTAL							96,191.80	2.89	96,188.91

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FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES									
1911		12/23	AP	05/09/23	0000000	ZHENG DEVELOPMENT, LLC	17,821.00		05/26/23
						4TH ANNUAL TAX REBATE			
						2125 COLLEGE STREET			
ACCOUNT TOTAL							17,821.00	.00	17,821.00
FUND TOTAL							17,821.00	.00	17,821.00
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1949		12/23	AP	05/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.71		05/26/23
						DISPENSER FOR POP UPS			
						LABELING TAPE, POP UPS			
1949		12/23	AP	05/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.29		05/26/23
						OFFICE PAPER, CORRECTION			
						TAPE AND THERMAL PAPER			
ACCOUNT TOTAL							8.00	.00	8.00
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1949		12/23	AP	05/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	41.82		05/26/23
						DISPENSER FOR POP UPS			
						LABELING TAPE, POP UPS			
1949		12/23	AP	05/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	86.72		05/26/23
						OFFICE PAPER, CORRECTION			
						TAPE AND THERMAL PAPER			
1949		12/23	AP	03/29/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	27.18		05/26/23
						SEALING TAPE			
ACCOUNT TOTAL							155.72	.00	155.72
551-6685-436.72-17 OPERATING SUPPLIES / UNIFORMS									
1949		12/23	AP	05/03/23	0000000	NORTH AMERICAN SAFETY, INC	227.17		05/26/23
						HI VISION SAFETY SHIRTS			
ACCOUNT TOTAL							227.17	.00	227.17
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									

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FUND 551 REFUSE FUND										
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						continued				
1967		12/23 AP		05/19/23	0000000	O'DONNELL ACE HARDWARE	2.69		05/26/23	
		WIRE FOR RECYCLING								
1949		12/23 AP		05/16/23	0000000	O'DONNELL ACE HARDWARE	15.98		05/26/23	
		BATTERY FOR RECYCLING								
ACCOUNT TOTAL							18.67	.00	18.67	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1967		12/23 AP		05/12/23	0000000	MIDWEST ELECTRONIC RECOVERY	563.50		05/26/23	
		COMPUTER RECYCLING								
1967		12/23 AP		05/06/23	0000000	LIBERTY TIRE RECYCLING, LLC	542.86		05/26/23	
		SCRAP TIRE RECYCLING								
1898		12/23 AP		04/30/23	0000000	REPUBLIC SERVICES OF IOWA	865.15		05/26/23	
		RECYCLING FEES								
1898		12/23 AP		04/17/23	0000000	SAM ANNIS & CO.	115.60		05/26/23	
		PROPANE TANK REFILL								
ACCOUNT TOTAL							2,087.11	.00	2,087.11	
551-6685-436.93-01 EQUIPMENT / EQUIPMENT										
1928		12/23 AP		05/15/23	0000000	ROUTEWARE, INC.	11,719.74		05/26/23	
		ROUTEWARE FEES								
ACCOUNT TOTAL							11,719.74	.00	11,719.74	
FUND TOTAL							14,216.41	.00	14,216.41	
FUND 552 SEWER RENTAL FUND										
552-6655-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES										
1982		11/23 AP		04/28/23	0143178	O'DONNELL ACE HARDWARE		61.99	05/24/23	
		ACCOUNT CORRECTION BOX FAN								
ACCOUNT TOTAL							.00	61.99	61.99-	
552-6655-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1982		11/23 AP		04/28/23	0143178	O'DONNELL ACE HARDWARE	61.99		05/24/23	
		BOX FAN								
ACCOUNT TOTAL							61.99	.00	61.99	
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS										
1942		12/23 AP		05/09/23	0000000	GRAINGER PARTS	59.28		05/26/23	
		TOOLS								



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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	
									BALANCE	
										POST DT
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS						continued				
ACCOUNT TOTAL							59.28	.00	59.28	
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT										
1976		12/23	AP	05/22/23	0000000	O'DONNELL ACE HARDWARE	80.36			05/26/23
TV CABLE REPAIR SUPPLIES										
ACCOUNT TOTAL							80.36	.00	80.36	
552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
1976		12/23	AP	05/19/23	0000000	TRACTOR SUPPLY CO.	99.99			05/26/23
WEED KILLER										
1976		12/23	AP	05/09/23	0000000	O'DONNELL ACE HARDWARE	63.98			05/26/23
TRIMMER STRING AND LOOPER										
ACCOUNT TOTAL							163.97	.00	163.97	
552-6655-436.72-99 OPERATING SUPPLIES / POSTAGE										
1942		12/23	AP	04/29/23	0000000	UNITED PARCEL SERVICE	17.57			05/26/23
POSTAGE										
ACCOUNT TOTAL							17.57	.00	17.57	
552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1942		12/23	AP	05/15/23	0000000	STICKFORT ELECTRIC CO., INC.	1,300.00			05/26/23
ELECTRICAL FOR HANDICAP DOOR										
1942		12/23	AP	05/10/23	0000000	BASEPOINT BUILDING AUTOMATION	6,130.00			05/26/23
HANDICAP DOOR INSTALL										
ACCOUNT TOTAL							7,430.00	.00	7,430.00	
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL										
1949		12/23	AP	04/25/23	0000000	FASTENAL COMPANY	84.88			05/26/23
ONE CALL PAINT										
ACCOUNT TOTAL							84.88	.00	84.88	
552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS										
1942		12/23	AP	05/12/23	0000000	ARAMARK	30.46			05/26/23
TOWELS AND MOPS										
ACCOUNT TOTAL							30.46	.00	30.46	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 552 SEWER RENTAL FUND									
552-6655-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
1942		12/23 AP	04/28/23	0000000		HUPP ELECTRIC MOTORS	15,500.00		05/26/23
						17TH ST PUMP #3 SEAL			
ACCOUNT TOTAL							15,500.00	.00	15,500.00
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
1888		12/23 AP	04/27/23	0000000		SNYDER & ASSOCIATES, INC.	535.50		05/26/23
						3182-OAK PARK SEWER			
						THROUGH 03/31/23 SURVEY			
PROJECT#: 023182									
ACCOUNT TOTAL							535.50	.00	535.50
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1949		12/23 AP	05/10/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	5.35		05/26/23
						OFFICE PAPER, CORRECTION			
						TAPE AND THERMAL PAPER			
ACCOUNT TOTAL							5.35	.00	5.35
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL									
1976		12/23 AP	05/18/23	0000000		O'DONNELL ACE HARDWARE	28.99		05/26/23
						TRIMMER FUEL			
ACCOUNT TOTAL							28.99	.00	28.99
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
1942		12/23 AP	05/09/23	0000000		GRAINGER PARTS	1,220.00		05/26/23
						TOOLS			
ACCOUNT TOTAL							1,220.00	.00	1,220.00
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
1976		12/23 AP	05/19/23	0000000		ENVIRONMENTAL RESOURCE ASSOCI	646.45		05/26/23
						2023 DMRQA CERT LAB TEST			
1976		12/23 AP	05/18/23	0000000		MIDLAND SCIENTIFIC, INC.	139.93		05/26/23
						LAB SUPPLIES			
1976		12/23 AP	05/17/23	0000000		NORTH CENTRAL LABORATORIES	362.48		05/26/23
						LAB STIR PLATE			
1976		12/23 AP	05/15/23	0000000		MENARDS-CEDAR FALLS	11.57		05/26/23
						SPRINGS			
1942		12/23 AP	05/08/23	0000000		MIDLAND SCIENTIFIC, INC.	21.34		05/26/23
						LAB SUPPLIES			
1942		12/23 AP	05/05/23	0000000		NORTH CENTRAL LABORATORIES	345.02		05/26/23
						LAB SUPPLIES			
ACCOUNT TOTAL							1,526.79	.00	1,526.79

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FUND 552 SEWER RENTAL FUND									
						552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES			
1976		12/23	AP	05/17/23	0000000	CAMPBELL SUPPLY WATERLOO	173.73		05/26/23
						SAFETY GLOVES			
1976		12/23	AP	05/10/23	0000000	CAMPBELL SUPPLY WATERLOO	27.67		05/26/23
						SAFETY SUNGLASSES			
						ACCOUNT TOTAL	201.40	.00	201.40
552-6665-436.72-68 OPERATING SUPPLIES / POLYMER									
1942		12/23	AP	05/12/23	0000000	MSD ENVIRONMENTAL SERVICES, I	5,304.03		05/26/23
						POLYMER			
						ACCOUNT TOTAL	5,304.03	.00	5,304.03
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1976		12/23	AP	05/16/23	0000000	MENARDS-CEDAR FALLS	346.71		05/26/23
						DEHUMIDIFIER			
1976		12/23	AP	05/01/23	0000000	CONTINENTAL RESEARCH CORP.	239.88		05/26/23
						SOLVENT SPRAY			
1976		12/23	AP	04/28/23	0000000	VAN METER, INC.	13.44		05/26/23
						CLAMP HANGERS			
1976		12/23	AP	04/28/23	0000000	VAN METER, INC.	13.44		05/26/23
						CLAMP HANGERS			
1976		12/23	AP	04/26/23	0000000	PLUMB SUPPLY COMPANY, LLC	56.37		05/26/23
						PLUMBING SUPPLIES			
1976		12/23	AP	04/10/23	0000000	FERGUSON ENTERPRISES, INC.	6.96		05/26/23
						SPLIT RING HANGER			
						ACCOUNT TOTAL	676.80	.00	676.80
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1976		12/23	AP	05/11/23	0000000	O'DONNELL ACE HARDWARE	13.38		05/26/23
						FURNANCE FILTERS			
						ACCOUNT TOTAL	13.38	.00	13.38
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.									
1976		12/23	AP	05/04/23	0000000	BENTON BUILDING CENTER	637.87		05/26/23
						LIME			
1976		12/23	AP	05/04/23	0000000	MENARDS-CEDAR FALLS	691.16		05/26/23
						DEHUMIDIFIERS			
1976		12/23	AP	05/02/23	0000000	GRAINGER PARTS	121.09		05/26/23
						HOOR METERS			
1976		12/23	AP	05/01/23	0000000	CRESCENT ELECTRIC	852.20		05/26/23
						GENERATOR CABLE			
1978		11/23	AP	03/31/23	0142873	ARNOLD MOTOR SUPPLY		53.99	05/24/23

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FUND 552 SEWER RENTAL FUND										
552-6665-436.73-36 OTHER SUPPLIES / SAN, LIFT STATION SUPP.						continued				
VOID CHECK-PD CREDIT CARD						PORTABLE GENERATOR BATT.				
ACCOUNT TOTAL							2,302.32	53.99	2,248.33	
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1976		12/23	AP	05/02/23	0000000	KIRKWOOD COMMUNITY COLLEGE CEU CLASS	1,050.00		05/26/23	
ACCOUNT TOTAL							1,050.00	.00	1,050.00	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1976		12/23	AP	05/02/23	0000000	BRECKE MECHANICAL CONTRACTORS HEAT EXCHANGE SERVICE	313.68		05/26/23	
1976		12/23	AP	02/14/23	0000000	CRESCENT ELECTRIC ELECTRICAL SUPPLIES RETUR N		264.19	05/26/23	
ACCOUNT TOTAL							313.68	264.19	49.49	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
1942		12/23	AP	05/16/23	0000000	KEYSTONE LABORATORIES, INC. LAB ANALYSIS	139.00		05/26/23	
1942		12/23	AP	05/11/23	0000000	KEYSTONE LABORATORIES, INC. LAB ANALYSIS	139.00		05/26/23	
1942		12/23	AP	05/04/23	0000000	KEYSTONE LABORATORIES, INC. LAB ANALYSIS	139.00		05/26/23	
1942		12/23	AP	05/04/23	0000000	KEYSTONE LABORATORIES, INC. LAB ANALYSIS	139.00		05/26/23	
ACCOUNT TOTAL							556.00	.00	556.00	
FUND TOTAL							37,162.75	380.17	36,782.58	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1913		12/23	AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT RED & BLACK PERM.MARKERS	.88		05/26/23	
1913		12/23	AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.90		05/26/23	
1913		12/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT RUBBER BANDS,BALL PT PENS	.33		05/26/23	
1913		12/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.70		05/26/23	
1913		12/23	AP	04/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.50		05/26/23	

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FUND 555 STORM WATER UTILITY							
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES				continued			
				PRINTER LABELS, GEL PENS			
1913			12/23 AP 04/05/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	7.04		05/26/23
				COPY PAPER			
ACCOUNT TOTAL					14.35	.00	14.35
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS							
1949			12/23 AP 05/16/23 0000000	O'DONNELL ACE HARDWARE	21.38		05/26/23
				EXPANDING FOAM			
ACCOUNT TOTAL					21.38	.00	21.38
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS							
1966			12/23 AP 05/22/23 0000000	PETERSON CONTRACTORS	345,777.58		05/26/23
				3215-OLIVE ST BOX CULVERT			
PROJECT#:				023215			
1888			12/23 AP 05/10/23 0000000	AECOM TECHNICAL SERVICES, INC	4,728.14		05/26/23
				3215-OLIVE ST BOX CULVERT			
				04/08-05/05/23			
PROJECT#:				023215			
1888			12/23 AP 05/01/23 0000000	TERRACON CONSULTANTS, INC.	866.19		05/26/23
				3215-OLIVE ST BOX CULVERT			
				THROUGH 04/22/23			
PROJECT#:				023215			
1888			12/23 AP 03/31/23 0000000	IOWA NORTHLAND REGIONAL CO. O	149.24		05/26/23
				3306-2023 STORMWATER PLAN			
				MARCH EXPENSES			
PROJECT#:				023306			
ACCOUNT TOTAL					351,521.15	.00	351,521.15
FUND TOTAL					351,556.88	.00	351,556.88
FUND 570 SEWER ASSESSMENT							
FUND 606 DATA PROCESSING FUND							
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
1937			12/23 AP 05/12/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		05/26/23
				COPY PAPER			
ACCOUNT TOTAL					4.56	.00	4.56
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							
1937			12/23 AP 05/11/23 0000000	MENARDS-CEDAR FALLS	16.23		05/26/23
				ZIP TIES/TIE MOUNTS			
1911			12/23 AP 05/10/23 0000000	NATIONAL ASSOC.OF GOVT.WEB PR	225.00		05/26/23
				MEMBERSHIP-J SORENSSEN			
				6/1/23-6/1/24			
ACCOUNT TOTAL					241.23	.00	241.23

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FUND 606 DATA PROCESSING FUND									
606-1078-441.81-41						PROFESSIONAL SERVICES / E-GOVERNMENT			
1911		12/23 AP	05/04/23	0000000		BRAND ACCELERATION INC	750.00		05/26/23
						ECON DEV. HOSTING 5/1/23-4/30/24			
						ACCOUNT TOTAL	750.00	.00	750.00
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
1937		12/23 AP	05/17/23	0000000		ESO SOLUTIONS INC	6,849.50		05/26/23
						ESO RENEWALS 06/16/23-06/15/24			
						ACCOUNT TOTAL	6,849.50	.00	6,849.50
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1971		12/23 AP	05/22/23	0000000		BERRY DUNN MCNEIL & PARKER, L	12,529.12		05/26/23
						FINANICAL SYS RFP PROJECT			
1911		12/23 AP	05/12/23	0000000		HEARTLAND BUSINESS SYSTEMS LL	6,293.00		05/26/23
						OFFICE365 MONTH SUB-MAY			
1911		12/23 AP	04/30/23	0000000		IP PATHWAYS, LLC	5,169.28		05/26/23
						DR AS A SERVICE MONTHLY BILLING APR. 2023			
						ACCOUNT TOTAL	23,991.40	.00	23,991.40
						FUND TOTAL	31,836.69	.00	31,836.69
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE			
1911		12/23 AP	05/08/23	0000000		HOLMES MURPHY & ASSOCIATES LL	2,333.37		05/26/23
						BENEFITS CONSULTING SERV. JUNE 2023			
						ACCOUNT TOTAL	2,333.37	.00	2,333.37
						FUND TOTAL	2,333.37	.00	2,333.37
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1949		12/23 AP	05/12/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	19.86		05/26/23
						DISPENSER FOR POP UPS X2			
1949		12/23 AP	05/11/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	6.93		05/26/23
						DISPENSER FOR POP UPS LABELING TAPE, POP UPS			
1949		12/23 AP	05/10/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	22.80		05/26/23
						OFFICE PAPER, CORRECTION TAPE AND THERMAL PAPER			
						ACCOUNT TOTAL	49.59	.00	49.59

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1967		12/23 AP		05/12/23	0000000	NORTHLAND PRODUCTS CO.	14.60		05/26/23
		USED OIL COLLECTION							
1967		12/23 AP		05/11/23	0000000	NORTHLAND PRODUCTS CO.	38.80		05/26/23
		USED OIL COLLECTION							
1928		12/23 AP		05/05/23	0000000	NORTHLAND PRODUCTS CO.	1,582.24		05/26/23
		BULK OIL AND GREASE							
1928		12/23 AP		04/30/23	0000000	AIRGAS USA, LLC	73.90		05/26/23
		WELDING GAS							
ACCOUNT TOTAL							1,709.54	.00	1,709.54
685-6698-446.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1982		11/23 AP		01/31/23	0142825	NAPA AUTO PARTS		5,085.16	05/24/23
		ACCOUNT CORRECTION NAPA PARTS							
ACCOUNT TOTAL							.00	5,085.16	5,085.16-
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1967		12/23 AP		05/10/23	0000000	LAWSON PRODUCTS, INC.	1,409.09		05/26/23
		MISC SHOP SUPPLIES							
1967		12/23 AP		05/08/23	0000000	RACOM CORPORATION	502.50		05/26/23
		RADIO AND RADAR							
ACCOUNT TOTAL							1,911.59	.00	1,911.59
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
1978		11/23 AP		04/20/23	0143148	FORCE AMERICA DISTRIBUTING LL		1,086.67	05/24/23
		VOID CHECK-PD CREDIT CARD AVL FEES							
ACCOUNT TOTAL							.00	1,086.67	1,086.67-
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE									
1982		11/23 AP		01/31/23	0142825	NAPA AUTO PARTS	5,085.16		05/24/23
		NAPA PARTS							
ACCOUNT TOTAL							5,085.16	.00	5,085.16
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
1967		12/23 AP		05/12/23	0000000	ARAMARK	82.45		05/26/23
		SHOP TOWELS							
ACCOUNT TOTAL							82.45	.00	82.45



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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
1967		12/23 AP		05/10/23	0000000	D & D TIRE INC.	280.00		05/26/23	
		TIRES #382								
1967		12/23 AP		05/10/23	0000000	D & D TIRE INC.	400.00		05/26/23	
		TIRES #373								
1967		12/23 AP		05/05/23	0000000	D & D TIRE INC.	145.00		05/26/23	
		TIRES #373								
1967		12/23 AP		05/03/23	0000000	D & D TIRE INC.	380.00		05/26/23	
		TIRE REPAIR #384								
1967		12/23 AP		05/01/23	0000000	D & D TIRE INC.	380.00		05/26/23	
		TIRES #382								
ACCOUNT TOTAL							1,585.00	.00	1,585.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
1967		12/23 AP		05/15/23	0000000	RASMUSSEN CO., THE	343.75		05/26/23	
		TOWING #344								
1967		12/23 AP		05/15/23	0000000	RASMUSSEN CO., THE	75.00		05/26/23	
		TOWING #2405								
1928		12/23 AP		05/10/23	0000000	CHRISTIE DOOR COMPANY	4,428.00		05/26/23	
		DOOR PANEL REPLACEMENT								
1967		12/23 AP		05/09/23	0000000	WITHAM AUTO CENTERS	135.63		05/26/23	
		ALIGNMENT TAURUS								
1967		12/23 AP		05/09/23	0000000	WITHAM AUTO CENTERS	157.33		05/26/23	
		ALIGNMENT FORD F350								
ACCOUNT TOTAL							5,139.71	.00	5,139.71	
FUND TOTAL							15,563.04	6,171.83	9,391.21	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-03 INSURANCE / LTD INSURANCE										
1971		12/23 AP		05/23/23	0000000	MADISON NATIONAL LIFE INS.CO.	3,983.65		05/26/23	
		LTD-JUNE 2023								
ACCOUNT TOTAL							3,983.65	.00	3,983.65	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE										
1971		12/23 AP		05/23/23	0000000	MADISON NATIONAL LIFE INS.CO.	2,499.92		05/26/23	
		GROUP LIFE AD/D JUNE 2023								
ACCOUNT TOTAL							2,499.92	.00	2,499.92	

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FUND 688 LTD INSURANCE FUND										
					FUND TOTAL		6,483.57	.00	6,483.57	
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05						INSURANCE / LIABILITY INSURANCE				
1937				12/23	AP 05/11/23 0000000	IA.DIV.LABOR-BOILER/ELEVATOR	240.00			05/26/23
						ANNUAL BOILER INSPECTIONS				
1937				12/23	AP 04/27/23 0000000	SELECTIVE INSURANCE (FLOOD)	4,189.00			05/26/23
						FLOOD INS:1500 BLUFF ST				
1937				12/23	AP 04/11/23 0000000	SELECTIVE INSURANCE (FLOOD)	3,596.00			05/26/23
						FLOOD INS:219 E 15TH ST				
1937				12/23	AP 04/11/23 0000000	SELECTIVE INSURANCE (FLOOD)	1,673.00			05/26/23
						FLOOD INS:501 E 4TH ST				
1937				12/23	AP 04/10/23 0000000	SELECTIVE INSURANCE (FLOOD)	2,172.00			05/26/23
						FLOOD INS:15TH & STATE ST				
1937				12/23	AP 04/10/23 0000000	SELECTIVE INSURANCE (FLOOD)	7,948.00			05/26/23
						FLOOD INS:215 E 15TH ST				
1979				12/23	AP 04/06/23 0000000	KIRK GROSS COMPANY	33,290.99			05/26/23
						011004-FURNITURE				
PROJECT#:					011004					
					ACCOUNT TOTAL		53,108.99	.00	53,108.99	
					FUND TOTAL		53,108.99	.00	53,108.99	
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		3,031,129.33	8,119.48	3,023,009.85	