



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 06, 2022
7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of August 15, 2022.

Agenda Revisions

Special Presentations

2. Proclamation recognizing September 17-23, 2022 as Constitution Week.
3. Proclamation recognizing September 19-25, 2022 as National Rail Safety Week.

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

Staff Updates

Old Business

4. Pass Ordinance #3015, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to electric vehicle (EV) charging parking spaces, upon its third & final 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 Administration Committee minutes of August 10, 2022 relative to an appeal hearing of a dangerous animal.
6. Receive and file the City Council Standing Committee minutes of August 15, 2022 relative to the following items:
 - a) Fireworks follow-up.
 - b) Downtown public parking structure.
 - c) Safety Improvements - 6th & State to 6th & Main.
 - d) Clarification of Private Shared Parking Requirements Referral to Planning & Zoning Commission.
7. 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 07/01/2023.
 - b) Jason Mehmen, Human Rights Commission, term ending 07/01/2023.
 - c) Robert Wright, Human Rights Commission, term ending 07/01/2024.
8. Receive and file a communication from the Civil Service Commission relative to the certified list for the position of Building Inspector.

- [9.](#) Receive and file Departmental Monthly Reports of July 2022.
- [10.](#) Approve an Order Accepting Acknowledgment/Settlement Agreement with Daffodils, Inc., d/b/a Buzz Smoke & Vapor, 2125 College Street, for a first tobacco violation.
- [11.](#) Approve the following applications for beer permits and liquor licenses:
 - a) Aldi Inc., 315 Brandilynn Boulevard, Class C beer & Class B wine - renewal.
 - b) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
 - c) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
 - d) Hampton Inn & Suites, 101 West 1st Street, Class C beer & Class B wine - renewal.
 - e) Metro Mart, 103 Franklin Street, Class C beer - renewal.
 - f) SingleSpeed Brewing Co., 128 Main Street, Class C liquor, Special Class A beer & outdoor service - renewal.
 - g) Wilbo, 118 Main Street, Class C liquor - renewal.
 - h) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.
 - i) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (September 16 & September 29-30, 2022)
 - j) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine – change in ownership.
 - k) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class C beer & Class B wine – change in ownership.
 - l) Casey's General Store, 1225 Fountains Way, Class E liquor – change in ownership.

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.)

- [12.](#) Resolution approving and authorizing the transfer of funds from the General Fund to the Capital Projects Fund, Health Insurance Fund, and Rec Capital Fund relative to the fiscal year ending June 30, 2022.
- [13.](#) Resolution approving and authorizing execution of a Wellness Program Services Agreement with TMA @ Your Service, LLC (d/b/a “Wellworks For You”) relative to a platform for the city’s employee wellness program.
- [14.](#) Resolution approving and authorizing execution of a Red House Studio Lease relative to the use of 224 West Seerley Boulevard as artist studio space, in conjunction with the Hearst Center’s Visiting Artist Program.
- [15.](#) Resolution approving and authorizing execution of a Cultural Leadership Partners Program Operating Support Grant with the Iowa Department of Cultural Affairs relative to Hearst Center Cultural Programs and Operational Expenses.
- [16.](#) Resolution approving and authorizing execution of three Agreements for Lease of Artwork relative to the Main Street Bridge Murals Project.
- [17.](#) Resolution approving and authorizing execution of a Agreement for Rotary Plaza with The Rotary Club of Cedar Falls relative to construction of a plaza, monument and recreational trail to be located at 205-221 West 1st Street.
- [18.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 1910 Tremont Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [19.](#) Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for construction of a new duplex at 1224 West 20th Street.
- [20.](#) Resolution receiving and filing the bids, and approving and accepting the bid of Iowa Flatworks, Inc., in the amount of \$49,143.69, being the lowest bid received for the 2022 Sidewalk Assessment Project - Zone 5.
- [21.](#) Resolution approving and accepting a Purchaser’s Affidavit and Warranty Deed, in conjunction with the Olive Street Box Culvert Project.

- [22.](#) Resolution approving and authorizing execution of an Agreement for a Surface Transportation Block Grant (STBG) Program Federal-aid SWAP Project with the Iowa Department of Transportation relative to the Main Street Reconstruction Project - 6th Street to University Avenue.
- [23.](#) Resolution approving and authorizing execution of two Vacancy Agreements, in conjunction with the Main Street Reconstruction Project - 6th Street to University Avenue.
- [24.](#) Resolution approving and authorizing execution of fourteen Owner Purchase Agreements, seven Tenant Purchase Agreements and one Driveway Approach Agreement; and approving and accepting ten Temporary Construction Easements and seven Tenant Temporary Construction Easements, in conjunction with the Main Street Reconstruction Project - 6th Street to University Avenue.
- [25.](#) Resolution setting September 19, 2022 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to Planning & Zoning Commission review of site plans in the Downtown Character District (CD-DT).

Ordinances

- [26.](#) Pass an ordinance amending Chapter 2, Administration, of the Code of Ordinances relative to adoption of revised City Council Meeting Procedures, upon its first consideration.
- [27.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Utility Parkway, upon its first consideration.

Allow Bills and Claims

- [28.](#) Allow Bills and Claims for September 6, 2022.

Council Referrals

Council Updates and Announcements

Adjournment

**COMMUNITY CENTER
CEDAR FALLS, IOWA, AUGUST 15, 2022
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.

- 53939 - It was moved by Kruse and seconded by Ganfield that the minutes of the Regular Meeting of August 1, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- 53940 - City Administrator Gaines provided an update on a private pedestrian bridge near Aldrich Elementary School. Mayor Green provided additional comments.
- 53941 - It was moved by Kruse and seconded by Harding that Ordinance #3014, amending Section 26-118 of the Code of Ordinances by removing certain property located at 2209 North Union Road from the R-1, Residence District and placing the same in the A-1, Agricultural 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: Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield, Sires. Nay: None. Motion carried. The Mayor then declared Ordinance #3014 duly passed and adopted.
- 53942 - It was moved by Kruse and seconded by Harding that Ordinance #3015, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to electric vehicle (EV) charging parking spaces, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: Sires. Motion carried.
- 53943 - It was moved by Ganfield and seconded by Kruse that the following items on the Consent Calendar be received, filed and approved:

Receive and file the report of the Mayor relative to the appointment of standing committees for the remainder of calendar year 2022.

Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Kyle Wiebers, Human Rights Commission, term ending 07/01/2024.
- b) Jennifer Onuigbo, Human Rights Commission, term ending 07/01/2025.
- c) Michele Jensen, Visitors & Tourism Board, term ending 07/01/2024.

Approve the following applications for beer permits and liquor licenses:

- a) Main Street Sweets, 307 Main Street, Class B native wine – renewal.
- b) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
- c) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
- d) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
- e) B & B West, 3105 Hudson Road, Class E liquor - renewal.

Motion carried unanimously.

53944 - It was moved by Kruse and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,886, approving and adopting a job classification for the position of Horticulturist in the Public Works Department.

Resolution #22,887, approving and authorizing execution of a Mutual Confidential Disclosure Agreement with N. Harris Computer Corporation (CityView) relative to replacement of Financial and Community Development Software Systems.

Resolution #22,888, approving and authorizing execution of a Confidentiality & Non-Disclosure Agreement with Tyler Technologies, Inc., relative to replacement of Financial and Community Development Software Systems.

Resolution #22,889, approving and accepting a Quit Claim Deed, in conjunction with the 1990 transfer of jurisdiction of portions of University Avenue, Main Street, West 6th Street and Franklin Street (f/n/a U.S. Highway 218).

Resolution #22,890, approving and authorizing execution of a Service/Product Agreement with Lehman Trucking & Excavating Inc., relative to demolition of buildings located at 4919 Hudson Road, in conjunction with the Ashworth Drive Extension Project.

Resolution #22,891, approving and accepting a Warranty Deed and two Partial Releases of Real Estate Mortgage, in conjunction with the Greenhill Road & South Main Street Intersection Improvement Project.

Resolution #22,892, approving and accepting completion of public improvements in Terraces at West Glen First Addition.

Resolution #22,893, approving and authorizing execution of Supplemental Agreement No. 4B to the Professional Service Agreement with Snyder & Associates, Inc. relative to the West Viking Road Industrial Park Expansion Project - Phase 1.

Resolution #22,894, approving and accepting the contract and bond of Peterson Contractors, Inc. for the Olive Street Box Culvert Replacement Project.

Resolution #22,895, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Western Home Services, Inc. and Western Home Independent Living Services, Inc. relative to a post-construction

stormwater management plan for Western Home Communities Tenth Addition.

Resolution #22,896, approving the preliminary plat of Western Home Communities Tenth Addition.

Resolution #22,897, approving the final plat of Western Home Communities Tenth Addition.

Resolution #22,898, approving and authorizing execution of a Letter of Agreement for asbestos testing and clearance monitoring services with Asbestos Inspections, Testing & Training, Inc., in conjunction with the Northern Cedar Falls Flood Buyout Program.

Resolution #22,899, approving and authorizing execution of a Contract for Completion of Improvements with Midwest Development Co. relative to the final plat of Wild Horse Ridge Fifth Addition.

Resolution #22,900, approving the final plat of Wild Horse Ridge Fifth Addition.

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: Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield, Sires. Nay: None. Motion carried. The Mayor then declared Resolutions #22,886 through #22,900 duly passed and adopted.

- 53945- It was moved by Kruse and seconded by Harding that Resolution #22,901, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$3,860,000 General Obligation Loan Notes, Series 2022, and levying a tax to pay said notes; and approving the Tax Exemption Certificate and Continuing Disclosure Certificate, be adopted. Following a comment by Councilmember Sires, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: Sires. Motion Carried. The Mayor then declared Resolution #22,901 duly passed and adopted.
- 53946- It was moved by Kruse and seconded by Harding that Resolution #22,902, approving and accepting the contract and bond of Kirk Gross Company for furniture relative to the City Hall Remodel Project, be adopted. Following a comment by Councilmember Sires, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: Sires. Motion Carried. The Mayor then declared Resolution #22,902 duly passed and adopted.
- 53947- It was moved by Kruse and seconded by Harding that Resolution #22,903, approving and authorizing execution of fifty-seven Owner Purchase Agreements and two Tenant Purchase Agreements; and approving and accepting fifty-seven Temporary Construction Easements and two Tenant Temporary Construction Easements, in conjunction with the Main Street Reconstruction (6th Street to University) Project, be adopted. Following a comment by Councilmember Sires, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Harding,

Ganfield. Nay: Sires. Motion Carried. The Mayor then declared Resolution #22,903 duly passed and adopted.

53948 - It was moved by Kruse and seconded by Harding that the bills and claims of August 15, 2022 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: Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield, Sires. Nay: None. Motion carried.

53949 - It was moved by Kruse and seconded by Harding to refer to the Community Development Committee consideration of removing 2/3 vote required to overrule Planning & Zoning Commission, referencing Code Sections 26-4(c) and 18-23(5). Following comments by Councilmembers Dunn, Sires and deBuhr, the motion carried 4-3, with Schultz, Harding and Dunn voting Nay.

It was moved by Kruse and seconded by Sires to refer to the Finance and Business Operations Committee review of Tax Increment Financing (TIF) to develop standardized city policy for length of TIF. Following comments by Councilmembers Schultz and Ganfield, and responses by City Administrator Gaines, the motion carried 6-1, with Dunn voting Nay.

53950 - Public Safety Director Berte responded to Councilmember Sires request for an update on shots fired on College Hill over the weekend.

Councilmember Ganfield stated his support of Active Shooter Training being offered by the City and recommended that the public attend.

Public Safety Director Berte announced the Public Safety Open House on August 17th from 4:00 to 7:00 PM.

53951 - It was moved by Ganfield and seconded by Harding that the meeting be adjourned at 7:25 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



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

We the People

CONSTITUTION WEEK

SEPTEMBER 17 - 23, 2022

WHEREAS, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the fifty-five delegates to the 1787 Constitutional Convention; and

WHEREAS, the U.S. Constitution defined for our nation the twin axioms of basic human equality and the right to life, liberty, and the pursuit of happiness; and

WHEREAS, the U.S. Constitution is the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, the aims of Constitution Week are to emphasize citizens' responsibilities for protecting and defending the Constitution, inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life, and encourage the study of the historical events that led to the framing of the Constitution in September 1787; and

WHEREAS, it is fitting and proper to annually accord official recognition to this magnificent document and its memorable anniversary, as well as to the patriotic celebrations and educational activities which will commemorate the occasion by the Daughters of the American Revolution and other civic-minded groups;

NOW, THEREFORE I, Mayor Rob Green, do hereby proclaim the week of September 17-23 as **Constitution Week** in the City of Cedar Falls, and I do encourage citizens to reaffirm the ideals of the Constitution's authors through personal study and understanding of Constitutional principles, and by vigilantly working to uphold the Constitutional protections guaranteed to all Americans.



Signed this 30th day of August, 2022.

Mayor Robert M. Green



MAYOR ROBERT M. GREEN
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
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NATIONAL RAIL SAFETY WEEK

SEPTEMBER 19 – 25, 2022

WHEREAS, 2,148 rail grade crossing collisions resulted in 658 personal injuries and were responsible for 238 fatalities in the United States during 2021; and

WHEREAS, 1,151 trespassing incidents have occurred in the United States resulting in 528 pedestrians being killed and another 623 injured while trespassing on railroad property rights of way during 2021; and

WHEREAS, educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week;

NOW THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim September 19th to 25th, 2022 as **National Rail Safety Week** in the city, and I encourage all citizens to recognize the importance of rail safety education.



Signed this 1st day of September, 2022.

Mayor Robert M. Green



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
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INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jacque Danielsens, City Clerk
DATE: August 16, 2022
SUBJECT: Designation of Electric Vehicle (EV) Charging Spaces

In November 2019, City Council approved a pilot program for installation and designation of a public electric vehicle charging parking space on West 2nd Street (located just north of City Hall). Although the charging unit that was installed had two charging cables, we started with designating only one space to determine how much use it would get. During the test period, we did not draft an ordinance, but we posted signs designating the space for actively charging electric vehicles only, and we monitored the space by giving other vehicles warnings.

Since installation, the number of charging sessions has been increasing and the second charging cable has been pulled over to other parking areas and even pulled across the sidewalk, creating potential hazards. As the usage continues to increase, CFU and City staff feel that designation of the second charging space is needed to safely accommodate the additional vehicles wanting to use both charging spaces at this location. Therefore, we recommend designating the adjacent parking space as an electric vehicle charging space and adopting the attached ordinance to enable enforcement of proper use of the spaces.

Please feel free to contact Jennifer Rodenbeck or myself with any questions.

ORDINANCE NO. 3015

AN ORDINANCE AMENDING DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW SECTION 23-372, ELECTRIC VEHICLE (EV) CHARGING SPACE.

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

Division I, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended by adding thereto a new Section 23-372, Electric vehicle (EV) charging space, as follows:

Sec. 23-372. Electric vehicle (EV) charging space.

- (a) For the purposes of this section, "electric vehicle charging space" means a public parking space that is located on a public street or in a public parking lot that is served by charging equipment that has as its primary purpose the transfer of electric energy to a battery or other energy storage device in an electric vehicle.
- (b) Where signs are posted, no person shall stop, stand, or park a vehicle in a designated electric vehicle charging space if the vehicle is not electrically connected to the charging equipment via the electric charging cord, and where the electric vehicle charging station is indicated by signage identifying the station as an electric vehicle charging station and indicating that it is only for electric vehicle charging.
- (c) Violations of this section are subject to fines enumerated in Section 23-356.

INTRODUCED: _____ August 1, 2022

PASSED 1st CONSIDERATION: _____ August 1, 2022

PASSED 2nd CONSIDERATION: _____ August 15, 2022

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Administration Committee
Cedar Falls Public Safety Department
August 10, 2022

Item 5.

The meeting of the Administration Committee met at the Public Safety Department at 2:03 p.m. on August 10, 2022, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Daryl Kruse, Dustin Ganfield, and Gil Schultz. Staff members from all City Departments and members of the community attended in person.

Chair Dunn called the meeting to order and introduced the only item on the Administration Committee agenda, Appeal Hearing: Dangerous Animal.

Chair Dunn swore in via telephone Nicholas Wireman, 1113 Linedale Road, Cedar Falls. Mr. Wireman gave a statement that included details on his Pit Bull, overview of the veterinarian exam and the City Code of Ordinance pertaining to section 6.

The following exhibits were accepted: 1. Ms. Geltz's Yorkshire Terrier (2 photos), 2. Mr. Wireman's Pit Bull (3 photos), 3. Veterinarian notes (2 pages), 4. Veterinarian bill (1 page), 5. Picture of knee (1 page), 6. Prior call for service (1 page), 7. Notice dated June 30, 2022 to Mr. Wireman (1 page), 8. Cedar Falls Code of Ordinances pertaining to dangerous animals (3 pages).

Attorney Anderson, cross examined Mr. Wireman, with no further questions from Attorney Anderson, Chair Dunn swore in Mr. Lawrence Miller, 1270 Black Hawk Road, Waterloo. Mr. Wireman conducted a direct examination of Mr. Miller. Attorney Anderson conducted a cross-examination of Mr. Miller, with no further questions from Attorney Anderson, Mr. Miller was excused. Attorney Anderson called witness Sharon Geltz to the stand, Chair Dunn swore in Ms. Geltz, 1103 West 9th Street, Cedar Falls. Attorney Anderson conducted direct examination of Ms. Geltz. After no further questions from Attorney Anderson, Mr. Wireman cross-examined Ms. Geltz. After no further questions from Mr. Wireman, Attorney Anderson re-directed Ms. Geltz, with no further questions Ms. Geltz was dismissed. Attorney Anderson called Officer Baumgartner to the stand, Chair Dunn swore in Officer Christian Baumgartner, Cedar Falls Police Division. Attorney Anderson conducted direct examination of his witness Officer Baumgartner. After no further questions from Attorney Anderson, Mr. Wireman cross-examined Officer Baumgartner. After no further questions from Mr. Wireman, Officer Baumgartner was dismissed. Attorney Anderson called Samantha Teply with Den Herder Veterinary Hospital to the stand, Chair Dunn swore in Ms. Teply, 615 Hearthside Drive, Cedar Falls. Attorney Anderson conducted direct examination of Ms. Teply. After no further questions from Attorney Anderson, Mr. Wireman had no questions for Teply. Attorney Anderson called Acting Police Chief Mark Howard to the stand, Chair Dunn swore in Acting Police Chief Howard, Cedar Falls Police Division. Attorney Anderson conducted direct examination of Acting Police Chief Howard. After no further questions from Attorney Anderson, Mr. Wireman cross-examined Acting Police Chief Howard. After no further questions for Acting Police Chief Howard he was dismissed. Attorney Rogers asked Mr. Wireman for final comments. Mr. Wireman suggested 30 more days of monitoring of his Pit Bull or a written agreement as suggested in the Code of Ordinance Section 6-134(2).

It was moved by deBuhr and seconded by Kruse to adjourn to closed session under Iowa Code § 21.5(1)(f), to discuss the decision to be rendered in a contested case proceeding. Upon call of the roll, the following named Administration Committee members voted. Aye: deBuhr, Dunn, Kruse, Ganfield and Schultz. Nay: None. Motion carried.

The Administration Committee convened in closed session at 3:42 p.m.

Chair Dunn reconvened the Administration Committee meeting in open session at 4:10 p.m.

It was moved by Ganfield and seconded by Kruse to consider the appeal by Mr. Wireman. Administration Committee voted. Aye: None. Nay: deBuhr, Dunn, Kruse, Ganfield and Schultz. Motion failed.

Chair Dunn directed Attorney Rogers to draft a written decision.

It was moved by Kruse and seconded by Ganfield that the meeting be adjourned at 4:12 p.m. Motion carried.

Minutes by Kim Kerr, Administrative Supervisor

MEETING OF STANDING COMMITTEES

Community Center

August 15, 2022

Item 6.

The meeting of Standing Committees met at the Community Center at 5:20 p.m. on August 15, 2022, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Daryl Kruse, Simon Harding, 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 agenda, Fireworks follow-up and introduced Acting Police Chief Mark Howard; he stated overall success of the ordinance and suggested changes moving forward regarding dates and times. Councilmembers discussed Public Safety staff overtime, language regarding dates and times allowed, and misdemeanor wording and fines.

Councilmember Ganfield moved that staff bring forward revisions to the ordinance regarding misdemeanor language and fines; Councilmember Schultz seconded. Following comments and questions by Councilmembers Schultz, Dunn, deBuhr, and Sires and responses by City Attorney Kevin Rogers and Public Safety Director Craig Berte, the motion was put to vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, and Dunn; Nay: none. Motion carried.

Councilmember Dunn moved that staff bring forward recommended changes to the ordinance regarding dates and times; Councilmember Ganfield seconded. Following questions and comments by Councilmembers Kruse, Harding, and Ganfield and responses by City Attorney Rogers, the motion was put to vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, and Dunn; Nay: none. Motion carried.

Finance & Business Operations Committee:

Chair Dunn introduced the only item on the agenda, Downtown Public Parking Structure and introduced City Clerk Jacque Danielsen; she outlined the potential for a downtown parking structure, the background of recent parking studies and implementations, and the City Council goal to explore all options of the parking structure and reevaluation of paid parking options. Ms. Danielsen introduced Lexie Heath, past chair of the Community Main Street (CMS) Board of Directors; Ms. Heath read a letter of support from CMS to the City. Ms. Danielsen stated the City has no recommendations at this time and requests Council direction. Councilmembers discussed return to paid parking, total paid vs. partial paid parking, and consideration of private partnership for the structure.

Chair Dunn asked for the motion to have staff bring options for a parking structure, including funding; Councilmember Harding so moved; Councilmember Ganfield seconded. Councilmember deBuhr requested an amendment to add consideration of return to paid parking; Councilmember Harding seconded amendment. Chair Dunn opened for public comment. Wayne Jacobson, 91 River Ridge Road, commented in support of the parking structure and encouraged Council to think outside the box and explore parking alternatives on Clay Street including angled parking. Following questions and comments by Councilmembers Sires, Kruse, and deBuhr and responses by City Administrator Ron Gaines, the motion was put to the vote. Aye: Schultz, Kruse, Harding, Ganfield and Dunn; Nay: deBuhr and Sires. Motion carried.

Public Works Committee:

Chair Schultz introduced the only item on the agenda, Safety Improvements – 6th & State to 6th & Main and introduced City Engineer David Wicke; he outlined the existing street and features, provided crash data over the last 10 years, and explained potential improvements. Councilmembers discussed minimum street width requirements, safety concerns for vehicles, pedestrians, and bicyclists, crosswalk striping, traffic signage, and traffic mirrors. Operations and Maintenance Division Manager Brian Heath stated that these items will be considered and analyzed.

Community Development Committee:

Chair Harding introduced the only item on the agenda, Clarification of Private Shared Parking Requirements Referral to Planning & Zoning (P&Z) Commission and introduced Planning and Community Services Manager Karen Howard; she noted that Council referred this to committee so

they could clarify their petition to the Planning & Zoning Commission; she indicated previous presentation materials as included in the meeting packet, and staff was available to answer questions.

Councilmember Dunn motioned to petition P&Z to remove the shared parking requirement; Councilmember Schultz seconded. Councilmembers requested clarity on removing only mandatory, not voluntary shared parking. Councilmember Kruse requested amending the motion to include changing the required stall for residential from .75 to 1 space per bedroom; Councilmember Kruse so motioned; Councilmember deBuhr seconded. The amendment was put to the vote - remove the residential shared parking requirement and include .75 to 1 space per bedroom - Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, and Dunn; Nay: none. Chair Harding requested a vote to the motion on the floor. Chair Harding requested striking "residential" before "mandatory" and adding "residential" after "change" so the motion reads: Refer to P&Z to remove the shared parking with amendment to change residential from .75 to 1 space. The motion was put to the vote: Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, and Dunn; Nay: none.

Chair Harding declared the meeting adjourned at 6:36 p.m.

Minutes by Katie Terhune, Administrative Assistant



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

220 CLAY STREET
CEDAR FALLS, IOWA 50613
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www.cedarfalls.com

TO: City Council

FROM: Mayor Robert M. Green *Robert Green*

DATE: August 30, 2022

SUBJECT: Appointment of Human Rights Commissioners

REF: (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission
(b) CFD 1201.22b: Appointment Process for City Boards and Commissions

1. In accordance with the candidacy and qualification requirements of reference (a) and my process outlined in reference (b), I hereby nominate the following citizens for appointment to the Human Rights Commission:

- Ms. Donna Mallin – Term ends 7/1/2023
- Mr. Jason Mehmen – Term ends 7/1/2023
- Mr. Robert Wright – Term ends 7/1/2024

2. These three nominees have been interviewed by the Selection Committee and have determined them to be the most qualified candidates for appointment; their General Applications and Candidate Questionnaires are attached for your consideration.

Encl: (1) General Application and Candidate Questionnaires for nominees

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

###

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

August 17, 2022

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

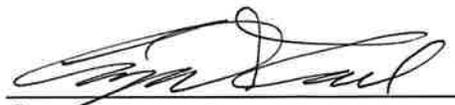
Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of a testing instrument for the position of Building Inspector. 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	Jason Welsh	553		553
2	Eric Jolley	550		550
3	Michael Asche	438		438
4	Erik Smiley	426		426
5	Justin Speakar	420		420

Respectfully Submitted,


Paul Lee, Commission Chairperson


Crystal Ford, Commissioner


Cathy Showalter, Commissioner

Orig: Jacque Danielsen, City Clerk
Cc: Stephanie Sheetz, Dir. of Community Development
Jamie Castle, Inspection Services 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

TO: Mayor Robert M. Green and City Council Members
FROM: Ron Gaines, City Administrator
DATE: August 29, 2022
SUBJECT: Departmental Monthly Reports Submission – July 2022

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



July 2022

JULY 2022 MONTHLY REPORTS
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**FINANCE & BUSINESS OPERATIONS
FINANCIAL SERVICES
July 2022**

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$7,300,000 invested in CD's and \$97,226,370 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,500,000.00
CD's Purchased	3	\$24,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	3	\$13,000,000.00
CD/Investment Interest		\$78,409.86

FY22 Audit

The auditors were here July 12 to complete preliminary audit work and will return the week of September 26th to complete the final audit work. The process for financial statement reporting has begun. This will continue through August and September.

Miscellaneous Financial Activities

For July, 68 payroll checks and 800 direct deposits were processed. Accounts receivable were processed and 256 invoices were mailed out to customers. 1,957 transactions for accounts payable were processed and approved by the City Council for payment and 534 checks were mailed out to vendors.

HUMAN RESOURCES July 2022

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meeting held July 6th and 20th
- Reviewed seven contracts/agreements for required insurance
- Review and follow-up of nine public event permits
- Collaborated with consultant on the employee climate survey scope of work and received council approval of the contract on July 18th
- Recruitment/Employment tasks related to:
 - FT positions: Ass't Director of Public Safety/Police Chief, Building Inspector (Residential), Community Services Coordinator, Cultural Programs Supervisor, Diversity, Equity & Inclusion Specialist, Engineering Technician II, Equipment Operator (Internal), Horticulturist, Information Systems Technician I, Land Surveyor, Maintenance Worker (Internal), Public Safety Officer, and Public Works & Parks Supervisor
 - PT positions: Administrative Assistant, Community Service Officer, Financial Clerk, Hearst Lab Technician, Laborer, Library Assistants (Reference & Teen), Library Intern, Maintenance Worker, and Office Assistant (V&T)
 - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments (Administrative Assistant, Aquatics, Recreation Front Desk, Recreation Programming, Hearst Youth Instructor, Seasonal Laborers, and contracted Custodians)

BENEFITS & COMPENSATION

- In compliance with the Affordable Care Act, Form 720 was completed and filed to report and pay the PCORI fee for the City's health and health reimbursement account (HRA) plans.
- The annual Creditable Coverage disclosure to the Centers for Medicare & Medicaid Services (CMS) was submitted.
- Sent updated employee census with salary increases that took effect at beginning of the fiscal year to National Insurance Services for accurate bill processing of the City's Long Term Disability Coverage.

CIVIL SERVICE COMMISSION

- Preparations for and follow up to the July 7th and July 20th meetings were completed
- Building Inspector candidates and one additional Cultural Programs Supervisor candidate was approved to test, and the testing instruments were forwarded to complete and return for scoring
- The testing processes, candidate selection rubrics, questionnaires, and rating forms for the Ass't. Public Safety Director/Police Chief and Diversity, Equity & Inclusion Specialist were forwarded to Carlson Dettmann for review and final versions were approved by the Civil Service Commission.
- Testing related communications were completed and certified lists were approved for Cultural Programs Supervisor, Information Systems Technician I, Public Safety Officer, and Public Works & Parks Supervisor. The June 2022 Cultural Programs Supervisor certified list was also decertified.
- Staff discussed revisions to the Cedar Falls Local Rules & Regulations expected to be reviewed with and approved by commissioners in August.

HUMAN RIGHTS COMMISSION

- Coordinated with the HRC and Iowa Civil Rights Commission on the execution of a Cooperative Agreement which was approved by council on July 18th

- Preparations for and follow up to the July 11th main Commission meeting, and July 20th special meeting were completed
- Preparations for and follow up to the first round of HRC new applicant interviews held on July 27th were completed

**Finance and Business Operations
Information Systems Division
Monthly Report July 2022**

Summary of projects, training and staff activities

- Central Square CJIS Software Implementation
 - A Central Square TraCS meeting was attended over at the Sheriff's Office.
 - Law Mobile FAT training was attended via Teams.
 - Law Mobile train the trainer course was attended at the Sheriff's Office.
 - Fire Mobile train the trainer course was attended at the Public Safety Building.
- Firehouse migration into ESO
 - Kicked off the project to migrate End of Live Software Firehouse into new ESO estimated completion date is September 1.
 - 5 years' worth of NFIRS records were exported from Firehouse and given to ESO for the migration.
 - An ESO workbook was completed in order to begin migrating data from Firehouse to the new ESO platform.
- O365 Migration
 - Decided on Vendor, finished contract negotiations, and sent contract to council.
- City Hall Remodel
 - Met with building official to discuss technology needs for conference rooms and offices.
- New staff to support library
 - Certified the list of candidates
 - Interviewed all candidates on certified list

Software Purchase/Installation/Upgrade Activities

- 49 software installations for 6 different departments
- Installed 2 new software for 2 departments

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 27 new pieces of equipment purchased for 6 different departments
- 9 new equipment installations for 4 different departments
- 1 equipment repairs for Public Records

Problem Resolution Activities & Assistance Activities

- 58 problem resolution or assistant activities took place for 11 different departments

Graphic Design Activities

- **Hearst Center:** Fall brochure, miscellaneous graphic assistance for classes/events
- **Tourism:** Tourism brochure design, brochure updates
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, website redesign assignments, challenge coins, HPC walking tour materials, police impairment cards, City Hall mural, PS active shooter class materials, CH parking materials

Channel 15 Programming Activities

- Cable TV Summary of projects
 - This month we produced 8 public meetings and produced and edited 8 promo spots. The promos included: the Pink Ribbon Run, PSN Football 2022, Public Safety trainings for the recruitment video and City News.
- Regular productions included:

- Aired 2 new Panther Sports Talk show.
 - Produced 2 new City News show
 - Continued planning for Public Safety recruitment video.
 - Continued weekly encoding and programming of church services for Public Access.
 - Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
 - Updated & added Community Calendar events to the Channel 15 Announcements
- Facility Upgrades
 - Continued moving equipment out of existing areas in anticipation of City Hall remodel in Cable TV.
 - Continued planning for improvements in re-wiring of city council chambers and Channel 15 studio.
- Drone Shoots
 - Technology Parkway Expansion
 - Cedar Falls High School New Construction
 - North Cedar Center Streetscape Construction
 - South Main & Greenhill Roundabout Construction
 - Downtown Cedar Falls
 - Gateway Park
 - River Place Plaza

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Finalized updating pavement layer for entire city
 - Worked with planning to review historical buyout properties
 - Worked with planning to create historical snapshots for each decade
 - Worked with public works to update Ashworth Dr extension
 - Attended multiple training sessions in preparation for dispatch go-live
 - Met with county and vendor staff to verify all e911 boundary layers
 - Met with Webster City to discuss GIS enterprise systems
 - Updated gis and lama with new county parcel data
 - Worked with fire to gather rental numbers for FY22
- Completed 4 web and database projects 2 for different departments
- Completed 5 different data requests for 3 different entities.
- Provided 21 maps for 5 different departments.
- Created 47 new addresses

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
July 2022**

REPORT FROM SWISHER & COHRT – SAM ANDERSON:

Traffic Court:

City Cases Filed: 158 (this number includes both City and State tickets)

Cases Set: 8 (Traffic) 0 (Code Enforcement)

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

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 11 agreements
- Advise on funding of outside agencies
- Advise on various issues for Human Rights Commission
- Drafting of closing documents for Olive Street Box Culvert Project
- Advise on issues related to the fireworks ordinance

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
JULY 2022**

Public Records Activity

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

City Council adopted an ordinance to allow the use of consumer fireworks within the city limits during July 3-5, 2022.

Responded to six (6) requests for public records.

Licenses / Permits Processed & Issued

51	Pet licenses
5	Paw Park permits
6	Public Event permits
4	Mobile Merchant permits
1	Tree Trimmer License
10	Cemetery Interment Rights
2	Dumpster parking lot permits
14	Liquor licenses and beer/wine permits

Filed the FY2022 Lobbyist Client Report to the Iowa Legislature.

Prepared and filed eight property assessments for expenses incurred by the city to remove snow/clean up property.

The City Clerk and an Administrative Supervisor attended the Iowa Municipal Professionals Academy in Ames, Iowa.

Began interviewing candidates interested in vacant part-time administrative assistant positions.

The unemployment rates for the month of June 2022 were 2.7% for the Waterloo-Cedar Falls Metropolitan Area, 2.6% in Iowa, and 3.8% in the U.S.

Parking Activity

Drafted ordinance to define and enforce public electric vehicle (EV) charging parking spaces as data is showing an increasing demand for these types of spaces.

Enforcement

714 Parking citations issued.
\$ 5,895.00 Citations paid.

Collection Efforts

\$ 1,650.00 Collections from delinquent parking accounts.
\$ 900.00 Vehicle immobilizations (18 vehicles).

Permits

\$ 2,373.00 Parking permits issued (27).

Parking remains free in the College Hill municipal parking lots during the months of June and July, as requested by the College Hill Partnership. Preparations are being made to return to paid parking in the College Hill parking lots in August.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
JULY 2022**

Library Activity

Usage Statistics	May 2022	June 2022	June 2021
Customer Count	10,991	16,450	10,165
Circulation	31,353	41,804	34,950
Event Attendance	371	4,085	3,341

Special events in July included the following:

- Walking book discussion group for adults
- Beginning ASL (American Sign Language) class
- Author talk with Heather Gudenkauf, author of *The Overnight Guest*.
- Summer puppet show for families

Community Center Activity

Programs at the Community Center included Walking Wednesdays walking club, cards, billiards, senior fitness classes, Tai Chi, and ceramics. Rentals in July included a stamp club and a celebration of life. City meetings were held at the Community Center during the City Hall remodeling project.

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

Total for Month \$3,842,248.00
 Total for Fiscal Year \$3,842,248.00
 Total Same Month - LAST YEAR \$5,788,632.00
 Total for Fiscal Year - LAST YEAR \$5,788,632.00

Jul-22

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	2	0	\$482,918.00	\$3,882.80	2	0	\$482,918.00	\$3,882.80
Multi-Family New Construction								
Res Additions and Alterations	99	0	\$1,586,938.00	\$23,096.60	99	0	\$1,586,938.00	\$23,096.60
Res Garages	3	0	\$42,850.00	\$647.00	3	0	\$42,850.00	\$647.00
Commercial/Industrial New Construction	2	0	\$1,500,000.00	\$9,632.00	2	0	\$1,500,000.00	\$9,632.00
Commercial/Industrial Additions and Alterations	9	0	\$133,302.00	\$2,229.00	9	0	\$133,302.00	\$2,229.00
Commercial/Industrial Garages	1	0	\$50,000.00	\$661.00	1	0	\$50,000.00	\$661.00
Churches	1	0	\$46,240.00	\$630.00	1	0	\$46,240.00	\$630.00
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	9	0	\$0.00	\$7,822.00	9	0	\$0.00	\$7,822.00
Total	126	0	\$3,842,248.00	\$48,600.40	126	0	\$3,842,248.00	\$48,600.40

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

Jul-22

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	40	0	\$0.00	\$2,861.40	40	0	\$0.00	\$2,861.40
Mechanical	82	0	\$0.00	\$6,169.00	82	0	\$0.00	\$6,169.00
Plumbing	55	0	\$0.00	\$4,160.50	55	0	\$0.00	\$4,160.50
Refrigeration								
Total	177			\$13,190.90	177			\$13,190.90

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	1	0	\$0.00	\$150.00
Mechanical								
Plumbing								
Refrigeration								
Total	1			\$150.00	1			\$150.00

Building Totals	Issued	Dwelling Units	Valuations	Fees
	126	0	\$3,842,248.00	\$48,600.40

Grand Total	Issued	Dwelling Units	Valuations	Fees
	304	0	\$3,842,248.00	\$61,941.30

Item 9.

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
July 2022**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on July 13 and July 27.

July 13, 2022 Meeting			
Applicant	Project	Recommendation	Action Taken
Mark Koppedryer, Veridian Credit Union; Olsson, site consultant	HWY-1 District Site Plan – Veridian Credit Union at 1000 Brandilynn (SP22-007)	Recommend Approval	Approved
Western Home Communities; Wayne Claassen Engineering	Preliminary and Final Plats – Western Home Communities 10th Addition (PP22-001 and FP22-002)	Introduction and Discussion	Continued to the next meeting
July 27, 2022 Meeting			
Applicant	Project	Recommendation	Action Taken
Western Home Communities; Wayne Claassen Engineering	Preliminary and Final Plats – Western Home Communities 10th Addition (PP22-001 and FP22-002)	Recommend Approval	Approved

Group Rental Committee – A meeting was held on July 11, 2022 and July 19, 2022

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
1112 W 22 nd St	1	Bryce and Andrew Steiert	4	3	Recommends 4	Went to BRHA on July 25, 2022
216-218 Westgate	2	Bryce and Hanna Steiert	4 per unit		Need additional information	
412 N Ellen	1	Bryce and Hanna Steiert	4		Need additional information	
1319 W 5 th St	1	Bryce and Hanna Steiert	4		Need additional information	

Board of Rental Housing Appeals – A meeting was held on July 25, 2022

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
1112 W 22 nd St	1	Bryce and Andrew Steiert	4	3	4	4

Board of Adjustment – No meeting was held.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	7/5/22	Committee reviewed the design of the Main Street Reconstruction project and expressed concern about a narrowing of 18 th that would preclude bike lanes (east of Main), which are on the recently adopted Bike Plan. They also expressed the desire for a HAWK signal (red light requiring traffic to stop) for the mid-block crossing planned on Main instead of the rapid-flashing beacon (yellow light). Our Bicycle Friendly Community application is due soon (February 15, 2023 at the latest). Members of the committee intend to do the work to help prepare the application.
College Hill Partnership	7/11/22	Work from the CHP's various committees was discussed, noting Communications and Recruitment committee meeting on July 19 th and Seerley Park Committee meeting on July 20 in the park. Discussed upcoming plans for improvements to Seerley Park and desire to be involved in planning and design. Noted upcoming Jazz in Seerley Park on August 28 th and Saturday in Seerley on August 13 th .
Historic Preservation Commission	7/12/22	Commission discussed revisions needed to finalize the trifold brochure and poster for Lawn City neighborhood tour. Commission expressed dismay about demolition of the old Mennonite Church. Staff noted that no formal application has been made for development of the site, but a number of concepts have been proposed over that last several years. Commission discussed applying for CLG grant for a recon survey of the Overman Park Neighborhood. City staff agreed this would be a good project, but noted the short timeline for submission for this year may be a problem.
Housing Commission	7/12/22	The Housing Commission chose to change the meeting time and date to the 3 rd Wednesday at 4 PM starting in September. The Commissioners discussed which census tracks should be reviewed as part of the Housing Needs Assessment.
Community Main Street Design Committee	7/27/22	No regular meeting took place. However, Main Street Iowa presented results of a

market study and strategies survey, noting significant participation from businesses and community members.

LAND USE INQUIRIES AND PERMITTING

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

OTHER PROJECTS FOR JULY INCLUDED:

- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff is preparing information to present to Council on the matter.
- Continued working on updating the design and project bids for the Cedar River Recreation Project.
- Ongoing effort to address enforcement of rental paving ordinance.
- 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 several existing businesses regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Began drafting necessary legal documents as it pertains to a new project in the Cedar Falls Industrial Park.
- Continued working with Grow Cedar Valley on a new Livability Magazine annual publication for Cedar Falls and the Cedar Valley.
- Processed annual tax rebate payments for businesses with active rebate agreements.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Participated in a conference call with an overseas company looking to expand in the United States.
- Completed yearly Economic Development Administration report for INRCOG as it relates to business expansions in Cedar Falls over the past 12 months.

CDBG

- Work with INRCOG on administering the funds for projects and services agencies based on the last Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- City Council held a hearing on the Status of State CARES-CV2.
- City Council held a hearing to review and approve the FFY 22 Annual Action Plan.
- City Council awarded Operation Threshold \$20,000 of the CARES-CV2 funds.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	540	Rent Subsidies (HAP payments)	\$99,101
New Applications Taken	14	Utility Payments	\$ 1,357
Units under Contract	197	Admin Fees	\$ 15,247
Initial Vouchers Issued	0		
Current Open Vouchers	8	Lease Up Goal	220
New Admissions	3		

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 no applications received for utility assistance in July. There was a balance of \$44,888.85 as of July 31, 2022

RECREATION & COMMUNITY PROGRAMS Monthly Report for July

Administrative:

- Early fall program registration began.
- The Park and Rec Commission had monthly meeting in Kiwanis Bluff Park.
- A new process was created to collect past due memberships. The Membership Expiration Guide and procedure was implemented. We are now contacting account holders over the phone on day prior of their membership expiration. Created call log for tracking purposes.
- These new processes greatly increased our memberships compared to the previous month.
- Veterans Bricks were engraved by Hard Rock Engraving out of Hiawatha.
- Reviewed and updated our Fire and Tornado Procedures.
- Rec Front Desk Staff was issued names tags for recognition purposes.
- Finished submitting FY2022 bills.

Aquatics:

- The Black Hawk Area Swim Team (BLAST) annual Summer Sizzler was held August 7 beginning at 4:00 pm and lasted until noon Sunday, August 10. It was a very successful event this year bringing 560 athletes daily to the meet. The Falls Aquatic Center remained open with the public being able to use the lazy river and zero depth pools
- A ten inch elbow broke in a motor pit causing the area to flood placing 4 motors underwater. These were non vital motors, running only two jets for the lazy river and some deck features. The lazy river was able to remain running. The motors will be removed in the fall and re-conditioned.
- The 2022 summer swim lesson season came to an end on July 26th. This year we provided instructional services to 1,107 youth of the Cedar Valley.

Participation	Indoor Pools	Falls
Swim Passes Sold		32
Open Recreational Swimming/Lap Swimming	173	31,575
Aquatic Program Usage (swim clubs, lessons, lifeguarding, staff training)	4,327	6,838

Recreation Programs:

- Fall programs registration was initiated.
- We had 350.75 usage hours for rentals, programs, and school ball field usage.

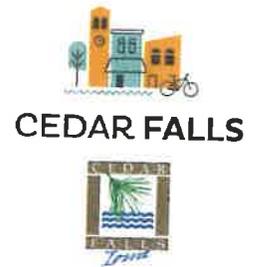
Program	Monthly Participation
Camp Cedar Falls	1,919
AM T-Ball/Baseball/Softball	572
Tennis Lessons	961
Adult Bags League	24
Men's Softball League	432
Mixed League Softball	384
Church League Softball	216

Fitness/Wellness:

- Our outdoor fitness classes at the plaza continue to be well-attended and appreciated! Patrons are also excited that we were able to order some new small fitness equipment with the fiscal year budgets to replace some of the older worn equipment in the facility.

Fitness/ Wellness	Monthly Participation
Classes Offered	168
Fitness Class Attendance	1,542
Personal Training Sessions	89
Massages:	67
Child Care	42
Facility Rentals	9
Shelter Rentals	61
Beach House Rentals	9

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report - July 2022



MEETINGS/CONVENTIONS/SPORTS

- Cedar Falls hosted the Black Hawk Area Swim Team Summer Sizzler, Iron Sharpens Iron, Moxie Leadership Summit, Iowa State Trap Shoot, Iowa Shrine Bowl, American Short Line & Regional Railroad Association, and Quad Con Comic & Toy Show in July for an estimated economic impact of \$810,446 for July events that had bureau engagement.
- Staff secured three events for 2022-2023.
- Staff sent three proposals for events in 2024 and generated four new leads.
- Promoted Iron Sharpens Iron wrestling camp and CV Soccer Moonlight Classic on KWVL.

LEISURE

- Worked with Community Main Street on new promotional photos of Cedar Falls.
- Promoted July 4th Celebrations, Beer Trail, Cedar Valley Lakes Trail Open, Lost Island Park Hopper, Live to 9, GBPAC Block Parties, and more.
- Great American Rail Trail (GART) & American Discovery Trail – Submitted articles and photos of Cedar Falls to each.
- Registered two trail events, notifying all jurisdictions.
- Restock travel information at Visitor Center and Behrens-Rapp Station

COLLABORATION

- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.
- Met with Iowa Tourism Office.
- Attended Cedar Valley Sports Commission meeting.

GROUP TOUR

- Coordinated a motorcoach group stop at the Visitor Center for July.

	July 2022	June 2022
Visitor Center Traffic	498	582
Website Traffic	7,998	8,873
CedarValley365.com Users	1,609	1,685
Facebook - Visitor Center	9,815	9,203
Instagram	2,250	2,238
LinkedIn	442	438
Visitor Guide Distribution	1,140	1,668
Volunteer Hours	54	75



CEDAR FALLS CULTURAL PROGRAMS
Monthly Report | July 2022



- A certified list was approved and interviews were held for the Cultural Programs Supervisor position.
- Staff worked to compile all PR for fall programming; a seasonal brochure was designed for release in late July.
- Worked on layout, information (including videos from Cable TV), and gallery arrangements for the upcoming exhibition, *Luminous Pinnacle: Works from the Permanent Collection*.
- De-installed and returned Dean Schwarz exhibition.
- Promotions projects included Friends of the Hearst Annual Meeting postcard (held July 21st), Luminous Pinnacles postcard/decal (Fall exhibition), Final Thursday Reading series poster (August 25th), Carter Guse backyard concert poster (August 6th) and Hearst Center direct mail postcard.
- Staff assisted the Public Art Committee coordinating details for the July 29th raised footing & filling for the "Dream House" artwork located near River Plaza Place. (Installation of artwork in early August.)
- Staff is assisting in the RFP reviews with the Public Art Committee for a mural project on the Main Street Bridge underpass.
- The Hearst programs staff hosted a variety of events in July:
 - 4 Party on the Patio Concerts
 - Earth Whispers Abbey retreat (July 9th)
 - Artisans in the Garden and Summer Expo (July 17)
 - Piano fundraiser concert (July 31st)
- Promotion of Hearst summer events and live music is underway through social media, newsletters, 365 online calendar, radio ads and billboards.
- The Hearst education staff hosted two summer camps in July. The themes were "Art of Science" and "Space." This included a partnership with the UNI Biology Department for hands on learning for our campers.
- The education team hosted art activities at Pathways, Community Center "paint a long" and two North Star workshops.
- A one day, family "Stop Motion Animation" workshop was offered.
- Ceramics staff offered a ceramic wheel throwing class and s "Pottery on the Patio" workshop.
- The Art & Culture Board continued discussion to move Hearst expansion plans forward. A presentation to council is planned soon.

Hearst Center Usage Statistics

	Last Month June FY22	This Month July FY23	Last Year July FY22
In-Person and Virtual Attendance*	2345	1527	2216
Public Programs Offered**	6	6	5
Exhibition walk-in Viewers	277	294	375
Classes/Workshops Offered***	9	11	6
Rentals/Birthday Parties	2/0	1/0	3/0
Volunteers/# of Hours	4/19	8/20.5	5/49.25
Facebook Views	147381	47682	35109
Facebook Followers	2817	2866	2495
Instagram Followers	1034	1039	906
Ads, videos, press releases, articles	3	3	3
Friends Members/new or renewed	300/11	303/3	300/3

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



**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - JULY 2022**

<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
Creekside Condos	Cedar Heights/Valley High	To Be Submitted	Approved	Larson/Fehr Graham	Under Review
Dupaco CCU	126 Brandilynn Blvd	Approved	Approved	Dupaco/VJ	Completed
Greenhill Village Car Wash	1125 Fountains Way	Approved	-----	Owner/Robinson Eng	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Peters/Axiom	Active
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
Mercy Health OBGYN	Bluebell Rd	Approved	Approved	Mercy/CGA	Active

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - JULY 2022**

Project No.	Project Title	Description	Status	Budget	Contractor/ Developer
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
SU-413-3199	Terraces at West Glen, New Aldea West Campus	New Subdivision	Final Out Remains	-----	New Aldea/Fehr Graham
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Final Out Remains	-----	CGA
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-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-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
TBD	West Fork Crossings	New Subdivision	Preliminary Plat/Plan Review	-----	ISG

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - JULY 2022**

Item 9.

Type	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Final Out Remains	\$40,000	Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Letting	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Out for Bid	\$150,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Re-design	\$800,000	Water Reclamation/ Snyder
Santiary	RC-000-3240	27th Street Improvements (Sanitary)	Reconstruction	Final Out Remains	\$270,000	AECOM/Pirc Tobin
Santiary	SA-000-3297	2022 CDBG Santiary Sewer Rehab	Sanitary Sewer	Construction Underway	\$250,000	Engineering/Water Rec
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Construction Underway	\$157,876	Cobalt/Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Letting	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Punch List Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Punch List Remains	\$510,299	Engineering Division/Snyder
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out Remains	\$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	Contracts	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Active	\$2,450,000	Snyder K. Cunningham
Streets	RC-000-3230	2022 Street Construction	Street Repair	Active	\$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 Remains	\$161,198	Boulder Contracting/Engineering Division/CFU

Department of Public Works Operations and Maintenance Division Monthly Report for July 2022

Streets Section:

- Various asphalt repairs were performed throughout the month
- Street sweeping operations were conducted utilizing two sweepers
- Replaced curb, gutter and added ADA compliant ramp at 2nd & Clay Streets
- Performed siltation removal on several drainage structures throughout the city
- Began permanent repairs of Cedar Falls Utility pavement cuts

Traffic Operations:

- 74 traffic control signs and labels were repaired or replaced
- Installed Accessible Pedestrian Signals at three locations – 1st & Main, College & University, and University & Campus
- Completed pavement marking of center lines and parking lots

Fleet Maintenance:

- 1,139 transactions were recorded through the City's fuel dispensing sites
- Used 14,628 gallons of fuel (6,457 ethanol, 8,171 diesel)
- 129 work orders were processed through the fleet section for the month
- Maintained all city fleet as normal for the month

Public Buildings:

- Worked with contract service to solve deficiencies in service and to provide supplies and recyclable material collections
- Replaced water valve on heat pump at City Hall
- Sidewalk repairs were made around public buildings to remove potential trip hazards

Parks:

- Removed 29 trees on city right of way that were dead or in decline
- Replaced mulch on play surfaces in several parks
- Removed stumps on City right of way
- Assisted with sculpture install at the Plaza
- Performed storm damage cleanup throughout the City
- Routine mowing of parks and public right of way

Cemetery:

- Performed Fourteen (14) interments – Seven (7) Saturday services
- Two(2) space sold in Greenwood Cemetery, Ten (10) in Fairview Cemetery, Four (4) in Hillside Cemetery

Refuse:

- 660 tons of residential solid waste was collected. Total of 680 three yard container dumps were recorded. Crews responded to 103 residential bulk item collections
- Crews collected 100 tons of yard waste from curbside cart collection
- The Transfer Station hauled 73 loads of solid waste to the Black Hawk County Landfill totaling 1,062 tons.
- A total of 146 tons of household recyclable material was collected for the month
- 54 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION / SEWER DIVISION
MONTHLY REPORT - JULY 2022

PLANT OPERATIONS

Plant performance was good for July, meeting all required permit effluent limits.

For the month of July, removal rates for solids and organic matter were approximately 95%. Required removal rates of 85% are written into our permit.

PROJECTS

We purchased a new style of camera that can be attached directly to our pipe cleaning hose. We've been televising storm and sanitary lines for several years but the process can be time consuming and require extra personnel. We are also limited to pipes 8" and larger. With this new addition we can televise much quicker and with staff while using the cleaning truck. The goal is to use this in resolving issues in smaller storm tiles and during trouble calls when televising would help in diagnosing issues.

INDUSTRIAL WASTE PRETREATMENT PROGRAM

All pretreatment industries are required to submit biannual compliance reports by the 25th of July each year. All industries required to submit this report did so with one minor violation noted at one industry.

BIOSOLIDS

We were able to haul just 80,500 gallons of liquid biosolids to the City owned farm field in July. Another 255,000 gallons were processed through our belt filter press system for application later.

SEWER CALLS AND COLLECTION SYSTEM ISSUES

Staff processed 504 requests for utility locates in construction areas for the Iowa One Call system. Of those, 129 were pertinent and required a sewer line to be located.

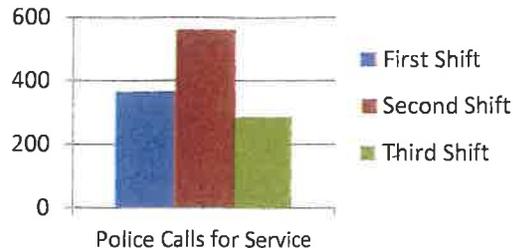
We received two calls regarding sewer problems, neither involved an issue in the City's main. There was one after hours lift station alarm in July that was resolved before any overflow or back-up occurred.

Crews were able to do clean just 7,400 feet (1.4 miles) of sanitary sewer lines. This brings our annual total to 14.6 miles. Our annual goal is to clean at least forty miles with the bulk of this done in the fall.

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
JULY 2022**

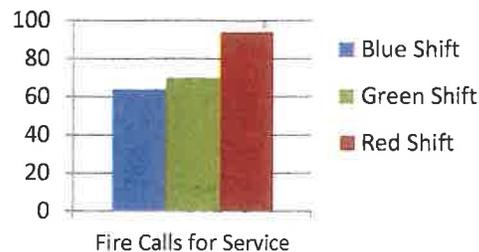
CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	367	561	287
Traffic Stops	41	168	208
Arrests	7	37	28
Accidents	27	25	3



CEDAR FALLS FIRE

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	64	70	94
Fire	1	3	7
Rescue/Medical	40	41	56
Service Call	4	3	2
Good Intent	7	7	8
False Alarm/Call	8	14	13
Hazardous Condition	4	2	1
Weather/Disaster	0	0	0
911 Citizen Complaint	0	0	1



POLICE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Group A Serious Crimes	108	100	131	125	110	128	102					
Group B Other Crimes	74	52	41	57	78	62	68					
Traffic Accidents	98	113	88	78	85	92	86					
Other Calls	1582	1213	1308	1378	1389	1382	1472					
CFS Totals	1862	1478	1568	1638	1662	1664	1728					

Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Group A Serious Crimes	1570	1468	1469	1702	1467	1437	1407	1681	
Group B Other Crimes	620	674	579	613	683	661	565	745	
Traffic Accidents	708	734	790	720	774	613	228	1030	
Other Calls	15,421	13,828	12,573	13,244	13,936	14,819	14,590	15,856	
CFS Totals	18,319	16,704	15,411	16,279	16,860	17,530	16,790	19,312	

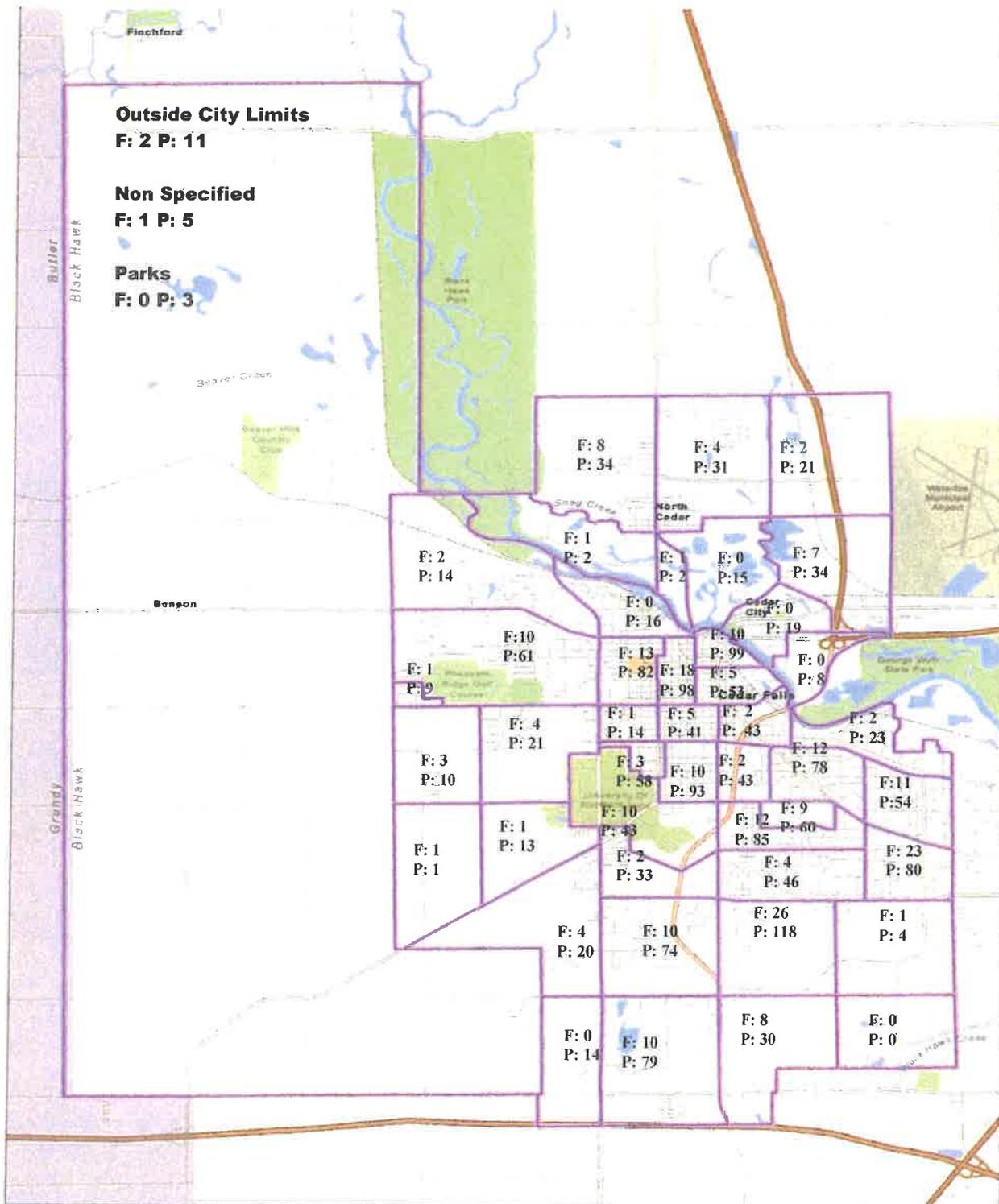
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Medical & Rescue	133	126	98	112	148	134	137					
Cancelled, False Alarms, Good Intent	41	38	56	34	36	52	57					
Fire, Heat, Hazard, Weather Related & Other	28	27	18	24	29	28	34					
Totals	202	191	172	170	213	214	228					

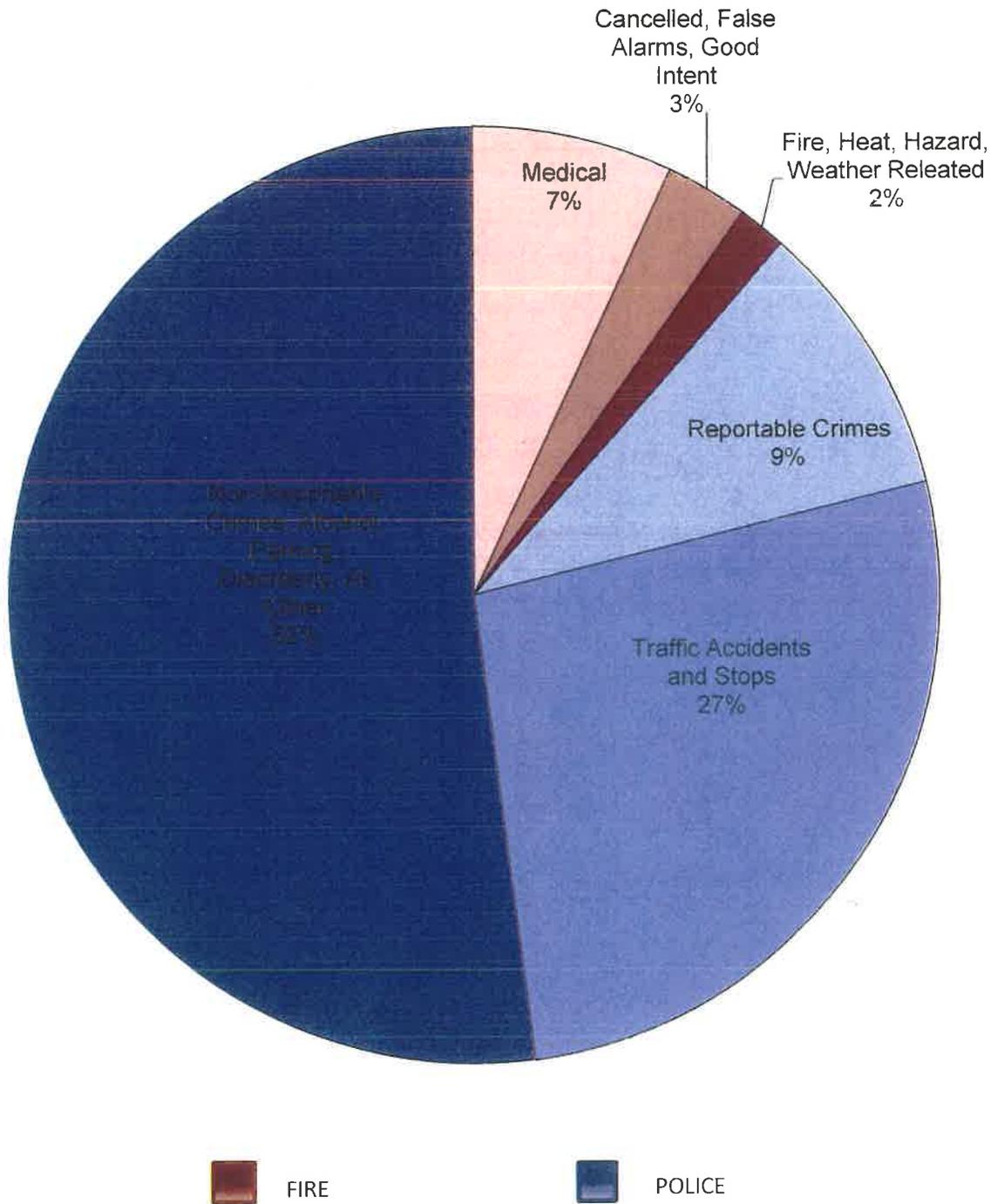
Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Non-Medical CFS	948	840	911	900	772	841	783	758	
Rescue / EMS Related	1051	1367	1570	1437	1022	1272	1328	1541	
Totals	1999	2207	2481	2337	1794	2113	2111	2299	

POLICE STATISTICS:	July 2022	Total 2022
Group A Crimes		
Murder/NonNeg Manslaughter	0	1
Kidnapping/Abduction	0	1
Forcible Rape/Sodomy/Fondling	3	30
Robbery	0	3
Assault	9	111
Arson	0	0
Extortion/Blackmail	0	2
Burglary/B&E	13	63
Theft	38	299
Motor Vehicle Theft	3	39
Counterfeit/Forgery	6	32
Fraud	5	84
Embezzlement	0	1
Stolen Property	0	8
Vandalism	15	100
Drug Offenses	7	97
Porno/Obscene Material	0	1
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	3	9
Group B Crimes		
Bad Checks	0	0
Disorderly Conduct	2	19
Driving Under Influence	8	83
Drunkeness	8	68
Non-Violent Family Offense	0	2
Liquor Law Violation	1	7
Runaway	1	12
Trespassing	2	11
All Other Offenses	46	197
Group A Total:	102	881
Group B Total:	68	400
Total Reported Crimes:	170	1281
Traffic Accidents		
Fatality	0	0
Personal Injury	54	110
Hit and Run	15	127
Property Damage	16	416
Total reported Accidents	86	654
Calls for Service	1679	10986
Total Arrests	75	469

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (July)



BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
Daffodils, Inc.
d/b/a Buzz Smoke & Vapor
2125 College Street, Suite A
Cedar Falls, IA 50613

**ORDER ACCEPTING
ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

ON this _____ day of _____, 2022, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

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

Robert M. Green, Mayor
City of Cedar Falls

BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
Daffodils, Inc.
d/b/a Buzz Smoke & Vape
2125 College Street, Suite A
Cedar Falls, IA 50613

**ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

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

DAFFODILS, INC.

CITY OF CEDAR FALLS, IOWA



Date: August 11, 2022

Date: _____

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

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

Daffodils, Inc.
Buzz Smoke & Vapor
2125 College St Ste A
Cedar Falls, IA 50613-3619

1033

August 11 20 22

72-7636/2739

PAY TO THE
ORDER OF

CITY OF CEDAR FALLS

\$ 300.00

Three hundred ⁰⁰/₁₀₀

DOLLARS



Veridian Credit Union
1827 Ansborough Ave.,
Waterloo, IA 50701

FOR

1st VIOLATION

[Signature]

MP

⑈001033⑈ ⑆273976369⑆ 1590094701801⑈

BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
Daffodils, Inc.
d/b/a Buzz Smoke & Vapor
2125 College Street, Suite A
Cedar Falls, IA 50613

HEARING COMPLAINT

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

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about March 10, 2022, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. Copies of the Citation and Court Docket showing conviction are attached and incorporated herein as Exhibit A.
4. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced

sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of Three Hundred and No/100 Dollars (\$300.00) against Daffodils, Inc. d/b/a Buzz Smoke & Vapor.



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

Original to:
Daffodils, Inc.
d/b/a Buzz Smoke & Vapor
2125 College St., Suite A
Cedar Falls, IA 50613

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

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

Law Enforcement Agency - Cedar Falls Police Department

EXHIBIT
A

State of Iowa
 County of BLACK HAWK No. 07
 City of: CEDAR FALLS
In the Court at City Hall, 220 Clay Street, Cedar Falls
 Court House, 316 E. 5th St., Waterloo

CF 169179

vs:
Name Patel Shalvi Harsh
Defendant, Last First Middle

Address 1111 Lantern Sq Apt 41

City Waterloo State IA Zip 50701

DL# 430AR 8134 State IA

DL Class C DL End. - DL Rest. - DL/State ID Viewed? Yes No

DOB 10/07/92 Race U Ethn. U Sex F Ht. 505" Wt.
W/B T/A/U H/N/U

The undersigned states that on or about 3/10/22 at 1140 AM PM
defendant did unlawfully:

Operate Motor Veh./Boat (describe) _____

CDL Req? Yes No Pass. End. Req? Yes No HazMat End. Req. Yes No

Reg. # _____ State _____ Year _____ US DOT # _____

Upon a public highway at 2125 Colleye St.

Located in the county and state aforesaid and did then and there commit the following offense:

Sched. Violation/Fine \$ 135.00 Road Work Zone
Criminal Surcharge \$ 20.25 Non-scheduled Violation
Court Costs \$ 55.00 Court Appearance Required (805.10)
Total Fine/Costs \$ 210.25 Reason:
 Serious PI Fatal Accident
 Civil Damage Assessment Other

VIOLATION employee providing tobacco, vapor to minor

Speed _____ in _____ Zone Sec. 453A.2(1) 2022 IA Code

DATA CODE _____ Fed/Adm. Code _____ C.F. Ord. 1990 Sec. _____

Dated 3/10/22 [Signature] 21150
Mo Day Yr. Officer's Signature I.D. No.

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on

06/13/22 at 0900 AM PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

You hereby are given notice that within a reasonable time but no later than the date schedule for your initial appearance a citation/complaint sworn under oath will be filed with the district court clerk of the county in which the citation was issued. My signature below is not a plea of guilty, but acknowledges all of the following:

- 1. I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.
- 2. I promise to appear in said court at said time and place, or I will comply with the provision on the top of the reverse side of the citation.

The following applies to simple misdemeanors only
3. I hereby give my unsecured appearance bond in the amount of 287.80 dollars and enter my written appearance. I agree that if I fail to appear in person or by counsel to defend against the offense charged in this citation, the court is authorized to enter a conviction and render judgment against me for the amount of my appearance bond in satisfaction of the penalty and surcharge plus court cost.

*: _____
Signature of Defendant



Case Number: STA0217120 Case Title: STATE vs. PATEL, SHALVI

Opened: 03-24-2022

County: Black Hawk

Case Type: Scheduled Traffic - State Judge:

Prayer Amount: \$.00

Show/Hide Participants

Plaintiff[s]

Counsel of Record

STATE OF IOWA

IA

Defendant[s]

Counsel of Record

SHALVI PATEL

1111 LANTERN SQ #4

WATERLOO, IA 50701

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2022-03-10	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date

Case History

04-06-2022 12:46:59 PM VIOLATIONS HANDLED BY CLERK

Court Filed by: Court

03-24-2022 09:11:00 AM TRAFFIC TICKET FILING

Court Filed by: Court


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
 Mark Howard, Acting Police Chief
Date: August 29, 2022
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Aldi Inc., 315 Brandilynn Boulevard, Class C beer & Class B wine - renewal.
- b) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
- c) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
- d) Hampton Inn & Suites, 101 West 1st Street, Class C beer & Class B wine - renewal.
- e) Metro Mart, 103 Franklin Street, Class C beer - renewal.
- f) SingleSpeed Brewing Co., 128 Main Street, Class C liquor, Special Class A beer & outdoor service - renewal.
- g) Wilbo, 118 Main Street, Class C liquor - renewal.
- h) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.
- i) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (September 16 & September 29-30, 2022)
- j) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine – change in ownership.
- k) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class C beer & Class B wine – change in ownership.
- l) Casey's General Store, 1225 Fountains Way, Class E liquor – change in ownership.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: August 23, 2022
SUBJECT: FYE June 30, 2022

City finance staff has been working on closing out the general ledger for the fiscal year ended June 30, 2022. As part of that process, we have looked at the total revenues and the total expenditures for the General Fund. We were fortunate in FY22 to have some revenues that exceeded budgeted amounts. These included hotel/motel taxes, COVID relief grant, and the receipt of the backfill funds. In addition, we had areas that expenditures were less than budgeted amounts. The significant areas included recreation, engineering, parks, and public safety. The result was an excess in the General Fund of approximately \$2.2 million. The backfill portion in the amount of approximately \$600,000 was already designated by the City Council through the goal setting and budget process to set those funds aside for a capital project if those funds were received.

A major concern continues to be the fund balance in the City's self-insured health insurance fund. Unfortunately this past year the City has a loss in this fund of about \$1.3 million due to several large claims. Staff is recommending transferring \$900,000 to the health insurance fund to help offset this loss and keep strong reserves in the health insurance fund. This amount represents funds the City could have levied under the trust and agency fund, but had room in the \$8.10 levy to levy for these funds.

The Iowa Fitness Center Relief Program relief grant received in FY22 in the amount of \$328,334 that was designated for recreation, staff is recommending transferring these funds to the rec capital account to help fund needed capital projects in the rec areas and the aquatic center.

The remaining approximate \$300,000 can be transferred to the capital projects fund. When the Capital Improvements Program (CIP) is developed this fall, these extra funds can help offset any project that is seeing increased costs due to inflation or be used for a project identified as using General Fund Savings (GFS) on the CIP.

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND, HEALTH INSURANCE FUND, AND REC CAPITAL FUND RELATIVE TO THE FISCAL YEAR ENDED JUNE 30, 2022.

WHEREAS, each year the city staff compiles the total revenues received by the General Fund and the total expenditures of the General Fund to determine the balance in the General Fund at year end; and

WHEREAS, the City received \$595,874.16 in backfill funds from the State of Iowa to be used for a one-time capital project as determined by the City Council through the goal setting and the budget process; and

WHEREAS, the City also received \$328,333.94 for under an IEDA Iowa Fitness Center Relief Program grant; and

WHEREAS, the City Council wants to ensure that the City maintain a viable health insurance benefits program; and

WHEREAS, to meet these goals outlined by City Council, the backfill funds received in the fiscal year ended June 30, 2022 in the amount of \$595,874.16 will be transferred to the Capital Projects Fund for a capital project identified in the City's Capital Improvement Program (CIP) with the funding source of GFS (General Fund Savings), \$900,000.00 will be transferred to the Health Insurance Fund to help offset losses in the City's reserves; \$328,333.94 will be transferred to the Rec Capital Fund to support recreation and aquatic projects, and the remaining surplus of \$300,000 will be transferred to the Capital Projects Fund. This remaining amount will be used for a project to be specifically designated by the City Council through the goal setting and capital improvements process; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize said transfers.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said transfers from the General Fund to the Health Insurance Fund, Rec Capital Fund, and Capital Projects Fund of the City of Cedar Falls, Iowa, are hereby approved and authorized.

ADOPTED this 6th day of September, 2022

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: 319-268-5528
 Fax: 319-273-8656
www.cedarfalls.com

MEMORANDUM

Recreation & Community Programs Division

TO: Honorable Mayor Robert Green and City Council

FROM: Mike Soppe, Manager

DATE: August 19, 2022

SUBJECT: Wellworks Contract

Attached you will find the Professional Goods and Services Agreement with Wellworks. They are the computer based portal the Wellness Committee has selected to help carry out the goals, direction, and overall plan for the upcoming year.

In June of 2022, the Wellness Committee met with the City Directors and presented a plan for employee activities in fiscal year 2023. The Committee estimated the costs, in order to fit within the City's approved budget for wellness. Included in this step was selecting the Wellworks platform to assist the Committee. Wellorks is one of the leading providers of corporate wellness providing tools to empower employees to help establish and maintain a healthy lifestyle. Wellness programs, such as ours, have a proven record of return on investment. The Wellness Committee goals are to reduce insurance costs, increase productivity, decrease absenteeism, and increase over well-being as a priority for the City.

The Wellworks platform comes highly recommended and has a menu of 67 different challenges related to health benefits. The platform assists in running the challenges as well as tracking the progress and rewards related to completing them. The Wellness Committee recommends approving this contract with Wellworks.

CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

WELLNESS PROGRAM SERVICES AGREEMENT

TMA @ Your Service, LLC (d/b/a "Wellworks For You")

This Agreement is by and between TMA @ Your Service, LLC (d/b/a "Wellworks For You") having a principal place of business located at 70 Lancaster Avenue, Frazer, PA 19355 ("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 City understands and agrees that the timely delivery of Services requires the City and the Service Recipients to provide complete and accurate information to the Contractor. 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 provide 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 "A". 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. 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 at the address listed below in Section 25.0.

Payments shall be sent to the following address:

Wellworks For You
70 East Lancaster Avenue
Frazer, PA 19355

2.4. Expenses shall not be reimbursed to the Contractor.

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 Services that fail to comply with this Agreement if Contractor fails to cure such noncompliance within seven (7) days of written notice by City to the Contractor specifying the noncompliance, 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. Intentionally Omitted.

4.2. 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 in one year unless earlier terminated under the terms of this Agreement, or unless extended for an additional one-year term by written agreement of the parties prior to the expiration of the initial term or extension.

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. Notwithstanding the foregoing, the notice shall specify the noncompliance and provide the non-performing party seven (7) days from the notice to cure such noncompliance.

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. Intentionally Omitted.

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. Notwithstanding the foregoing, Contractor shall have no liability to the City or third parties (a) for the acts or omissions of any person or entity other than Contractor in connection with the delivery of Services; and (b) resulting from the City's and/or a Service Recipient's provision of erroneous, misleading or incomplete information about a Service Recipient.

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, and subject to the provisions of Section 6.4 hereof, 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. The City shall indemnify and hold harmless Contractor, its officers, employees, independent contractors and agents of any kind, 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 Contractor, 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 acts or omissions, including claims of negligence, gross negligence or willful misconduct, of the City or the City's employees, elected officials, and agents..

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

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Small Contract Insurance Requirements apply, allowing a higher General Aggregate as a comparable level of insurance in lieu of the Umbrella and allowing Commercial General Liability to be provided as "Claims Made." Per Risk Management Committee review and approval. (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; provided that in no event shall the obligation of City to pay for Services provided by Contractor be extended 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. Privacy of Records.

Contractor shall maintain the privacy and security of individually identifiable patient health information of all intended recipients/beneficiaries of the Services (collectively, the "Service Recipients") in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including following the procedures and requirements set forth on Exhibit "B" attached hereto. Such records and information shall not be disclosed or released to anyone without authorization signed by the Service Recipient, except when disclosure of such information is required by the terms of this Agreement, applicable law or is made in response to a compulsory legal process such as a court order.

23.0. Identification of Service Recipients; Protection of Information.

The City shall furnish Contractor with a timely and reliable system for identifying Service Recipients. Client and the City agree that any and all protected health information must be used and protected in accordance with HIPAA.

24.0. Work Environment.

City shall provide, at no charge to Contractor, reasonable access to the City's workplace at mutually acceptable times and the necessary workspace for Contractor to conduct the Services in a setting that will enable Contractor to safely and, if applicable, confidentially provide Services to Service Recipients seeking such Services. City shall provide furniture at its sole risk to include, but not limited to, tables and chairs.

25.0. Entire Agreement.

25.1. 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.

25.2. 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.

26.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor:
Name: Mike Soppe	Name: <u>Thomas M. Tegler</u>
Title: Recreation & Community Programs Manager	Title: <u>President</u>
Address: 110 E 13 th St	Address: <u>70 East Lancaster Avenue</u>
Cedar Falls, Iowa 50613	<u>Frazer, PA. 19355</u>
Telephone: 319-268-5528	Telephone: <u>610.235.2602</u>
Email: mike.soppe@cedarfalls.com	Email: <u>t.tegler@wellworksforyou.com</u>

27.0 Incorporation of Exhibits.

All Exhibits attached to this Agreement are incorporated herein by this reference. If there is any conflict between this Agreement and any Exhibit, the terms of the Exhibit shall govern.

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) Wellworks For You

By: Thomas M. Tegler

Its: President

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM

TO: The Honorable Mayor Green and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: August 23, 2022
SUBJECT: Red House Studios (224 West Seerley Boulevard)

Please find attached a lease agreement for use of 224 West Seerley Boulevard as artists' studio space in conjunction with the Hearst Center's Visiting Artist Program. The lease provides for use of the studio from September 1, 2022 with expiration date of June 30, 2023.

The Red House Studio has space for four artists. This lease is will fill the final available space for the 2022-2023 fiscal year. Agreements for the other three spaces were recently approved or renewed.

Please let me know if you have any questions or concerns.

CC: Stephanie Sheetz, Director of Community Development

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the ____ day of _____, 20__, by the City of Cedar Falls, Iowa, (“Lessor”), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Kendra Wohlert _____ (“Lessee”), whose address for purposes of this Lease Agreement is 1416 Madison St, Cedar Falls, IA 50613.

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of September 1, 2022 to the 30th day of June, 2023, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio B located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the “Premises”)

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of September, 2022, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
- a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio B. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
- a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDIATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Jennifer Pickar, Tourism & Cultural Programs Manager of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-6991 , and whose cell telephone number is 319-540-2340, is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

Kendra Wohlert
KENDRA WOHLERT

8/23/22
DATE

CITY OF CEDAR FALLS, IOWA

BY _____
ROBERT M. GREEN, MAYOR

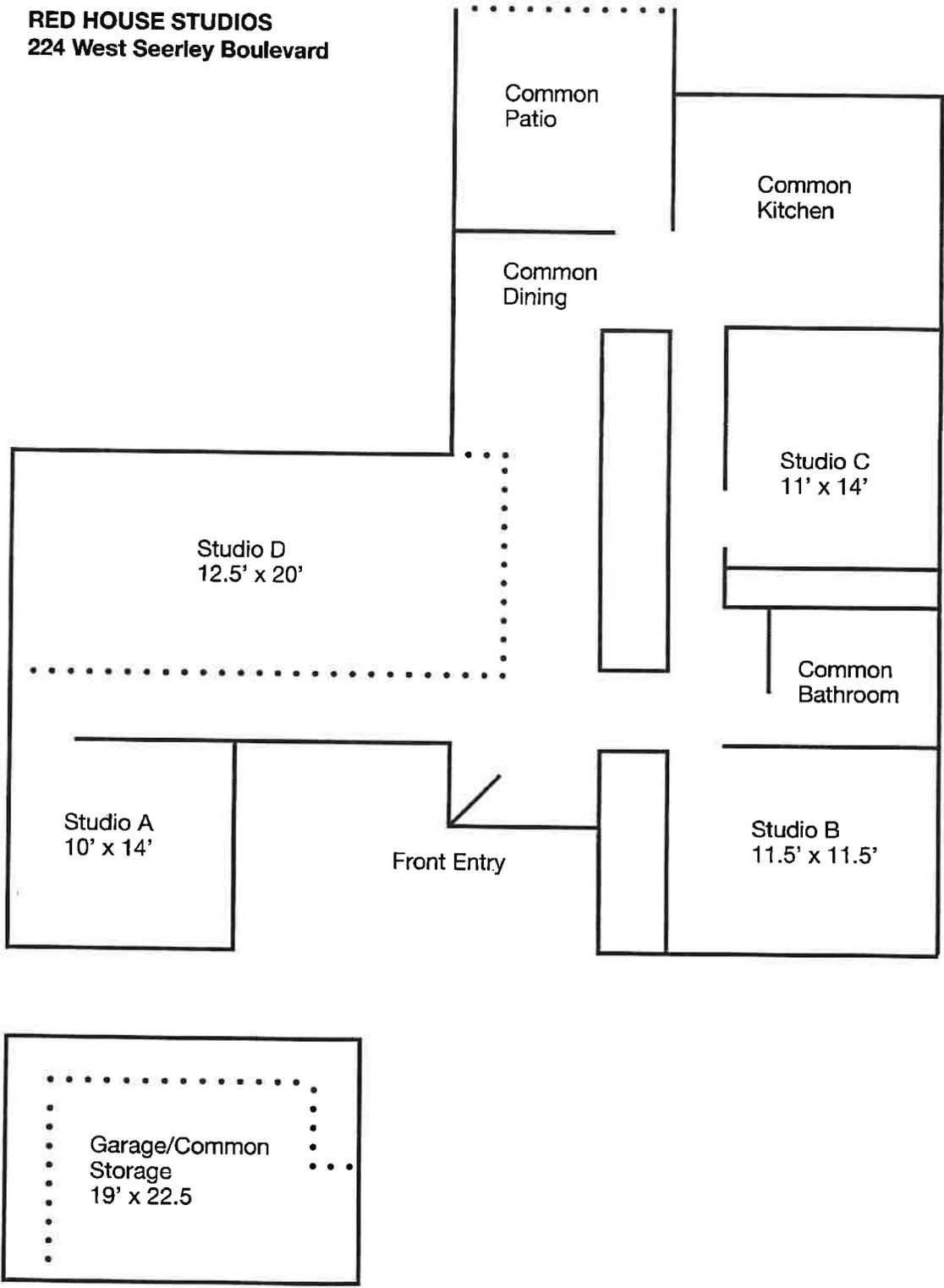
DATE

ATTEST:

BY _____
JACQUELINE DANIELSEN, CITY CLERK

DATE

RED HOUSE STUDIOS
224 West Seerley Boulevard



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM

TO: The Honorable Mayor Green and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: August 25, 2022
SUBJECT: Iowa Arts Council Cultural Leadership Partners Program Operating Support Grant

The Hearst Center was awarded \$10,000 from the Iowa Arts Council through the Cultural Leadership Partners Program Operating Support Grant opportunity. This is the second year of this three-year grant award. The final report for year one was submitted and accepted. Our FY23 request focused on supporting a series of operational and programming expenses for the Hearst Center.

Our FY23 application included: Permanent collection conservation and framing, computer equipment, workshops and programming, and exhibition expenses.

The grant does not have a match requirement. Funds must be spent by June 30, 2023.

Funding for the program is made possible by an annual appropriation from the Iowa Legislature to the Iowa Arts Council, a division of the Iowa Department of Cultural Affairs and by the National Endowment for the Arts, a federal agency.

Please reach out if you have any questions.

CC: Stephanie Sheetz, Community Development Director

IOWA DEPARTMENT OF CULTURAL AFFAIRS

CULTURAL LEADERSHIP PARTNERS PROGRAM
OPERATING SUPPORT GRANT
IOWA ARTS COUNCIL

Item 15.

Article 1. Grant Information.

Fiscal Year:	2023	Grant Award:	\$10,000.00
Grant Number:	202306-11926	Final Report Due Date:	08-01-2023
Start Date:	07-01-2022	End Date:	06-30-2023
Program:	Cultural Leadership Partners Program Operating Support Grant		
Grantee:	Cultural Division, City of Cedar Falls		
Project Title:	Operating Support		
Funding Source:	<p>This grant is a subaward under the State Partnership Agreement 1903730-61-22 issued by the National Endowment for the Arts to the Iowa Arts Council on June 23, 2022 in the amount of \$761,835 to support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan. (Catalog of Federal Domestic Assistance number: 45.025). Subawards are subject to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the General Terms & Conditions for Partnership Agreements. The amount of this grant award directly supported by federal funds is \$10000. The amount of this grant award supported by state matching funds to the federal award is \$0.</p> <p>By execution of this contract, the Grantee assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and that no Grant Funds will be used in transactions with any entity that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.</p>		

Article 2. Identification of Parties.

The grant agreement is made between the Iowa Department of Cultural Affairs, 600 East Locust St, Des Moines, Iowa 50319 and the Grantee:

Grantee:	Cultural Division, City of Cedar Falls
Acting Entity:	James & Meryl Hearst Center for the Arts
Grantee UEI:	EGCPJFKF3NC9
Authorized Official:	Jennifer Pickar
Primary Contact:	Jennifer Pickar
Address:	304 West Seerley Boulevard
City, State Zip:	Cedar Falls, Iowa 50613

WHEREAS, the Department is a public instrumentality of the State of Iowa charged with the administration of the Program and, through its Director or Director's Designee, is authorized to make and sign any contracts and agreements and perform any acts which may be necessary, desirable, or proper to carry out the purposes of the Department pursuant to Iowa Code section 303.1A, and;

WHEREAS, the Grantee is an entity legally recognized and located in the State of Iowa and, through its Authorized Official, is authorized to make and sign any contracts and agreements and perform any acts which may be necessary, desirable or proper to carry out the conditions of this Agreement, the Department and the Grantee hereby agree as follows:

Article 3. Definitions.

3.1 Acting Entity means the fiscally sponsored party or an alternative name for the Grantee.

3.2 Agent means affiliate, employees, officers, and any other persons affiliated with the Grantee.

3.3 Agreement means this document.

3.4 Application means the formal request submitted to the Department on official forms published by the Department for funding that outlines the Project and meets the requirements of the Program.

3.5 Authorizing Official means the individual with the authority to legally obligate the Grantee to this Agreement.

3.6 Department means the Iowa Department of Cultural Affairs.

3.7 Director means the individual with the authority to legally obligate the Department to this Agreement.

3.8 Director's Designee means the individual designated by the Director to have the authority to legally obligate the Department to this Agreement.

3.9 End Date means the termination date of this Agreement and the final date to execute fiscal and programmatic activity related to the Project.

3.10 Final Report means the formal report submitted to the Department on official forms published by the Department that outlines the final work, services and budget that was accomplished as a result of the Grant Award. The Final Report is not an Application.

3.11 Grant Award means an award of funding provided by the Department to the Grantee to support the Project outlined in the Application.

3.12 Grantee means recipient of the Grant Award from the Department.

3.13 Grant Funds means the full or partial amount of the Grant Award.

3.14 Payment Request Form means the formal request for payment submitted to the Department by the Grantee on official forms published by the Department that outlines the work, services budget and use of funds to date that was accomplished as a result of the Grant Award. The Payment Request Form is not an Application or Final Report.

3.15 Primary Contact means the individual representing the Grantee to whom questions and concerns about this Agreement and the Project will be addressed.

3.16 Program means a scheme created and managed by the Department to administer Program Fund.

3.17 Program Fund means the monies available to the Department for execution of the Program including any federal funding identified in Article 1 of this Agreement.

3.18 Project means the detailed work, services and budget to be accomplished by the Grantee as described in the Application and this Agreement.

3.19 Start Date means the beginning date of this Agreement and the first date to execute fiscal and programmatic activity related to the Project.

3.20 State means the State of Iowa.

Article 4. Grant Funds.

4.1 Funding Source. Grant Funds for the Project are limited to those monies appropriated and legally available to the Department in the Program Fund. The funds of the State, other than those of the Program Fund, are not obligated or available to meet any obligations of the Department created by this Agreement. This Agreement shall not constitute an obligation or debt of the Department or the State.

4.2 Maximum Payments. The Grant Award shall be the maximum amount disbursed by the Department to the Grantee for Project costs and expenses. The Department's ultimate financial responsibility under this Agreement will not exceed the Grant Award.

4.3 Disbursement of Funds. The Department shall disburse the full amount of the Grant Award to the Grantee upon execution of this Agreement. This Agreement dictates the terms and conditions of one year of the three year funding commitment set forth in published Program guidelines. Grantees must adhere to requirements set forth by the Department to receive subsequent Grant Awards including the completion of the Final Report. Failure to fulfill Program requirements by the Grantee will result in termination of the three year funding commitment by the Department. Fulfillment of Program requirements will be determined at the discretion of the Department. The Grantee shall be the sole authority to claim and receive any disbursements.

4.4 Disallowed Costs. Grant Funds shall not be used for payment of costs or expenses incurred by any Grantee that does not meet requirements set forth in the Program or that are incurred prior to the Start Date or after the End Date of this agreement. Grantee must adhere to all federal requirements including those noted in Article 1 of this Agreement if Grant Funds are direct federal subawards or

subawards made as state cost share to federal funds as noted in Article 1 of this Agreement. Any costs or expenses which are determined to be unallowable by the Department shall be returned by the Grantee to the Department within thirty (30) days of notice of the disallowance. Except to the extent barred by law, Grantee retains responsibility for demonstrating eligibility of costs and expenses, and will hold the Department harmless for any audit disallowance related to the eligibility of costs and expenses, including repayment of ineligible amounts.

Article 5. Terms of the Grant.

5.1 Effective Dates. The Agreement becomes effective upon signature by the Director of the Department or Director's Designee and the Authorized Official of the Grantee.

5.2 Independent Entity. No Agent of the Grantee shall be deemed an Agent of the Department. The Grantee is solely and entirely responsible for its acts and the acts of its Agents during the performance of this Agreement.

5.3 Non-Assignment. The Grantee will not assign this Agreement or otherwise transfer any of its rights hereunder or delegate any of its obligations hereunder, without the prior written consent of the Department. Any such attempted assignment, transfer or delegation without the Department's prior written consent shall be void.

5.4 Compliance with Laws and Regulations. The Grantee and its Agents shall comply with all applicable federal, state, international, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement.

5.5 Equal Opportunity and Accessibility. The Grantee and its Agents shall not discriminate on the basis of age, associational preference, color, creed, disability, gender, national origin, race, religion, sex or sexual orientation against any party when performing within the scope of this Agreement. All parties involved in the Project and their Agents shall comply with Title VI of the Civil Rights Act of 1964, Title 26 of the Fair Labor Standards Act, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

5.6 Department Policies, Guidelines, Rules. The Grantee and its Agents shall abide by all applicable published Department policies, procedures, guidelines and rules when performing the scope of this Agreement. These policies, procedures, guidelines, and rules include but are not limited to Iowa Arts Council Funding Policies, the Iowa Arts Council Grantee Handbook, Iowa Code chapter 303, and Iowa Administrative Code chapters 221 and 222.

5.7 Execution of Project. The Grantee shall execute the Project, including use of the Grant Award and all other fiscal and programmatic activity, as described in this Agreement and the Application. The Grantee shall execute the Project between the Agreement's State Date and End Date.

5.8 Department Access. Upon written request, the Grantee shall provide the Department access to the Project for the purpose of observation, evaluation or to provide appropriate Department representation.

5.9 Acknowledgement. In all promotion, publicity, advertising, the Grantee shall recognize and acknowledge the financial contribution of the Department, State agency, and, if applicable, Federal agency to the Project using published or provided credit lines and logos as described in the Grantee Handbook or in a different manner acceptable to the Department.

5.10 Payment to Service Providers. The Grantee agrees to pay service providers specified in the Application when services are rendered to execute the Project no later than the End Date of this Agreement.

5.11 Modification. Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, modified, amended or discharged except through a writing executed by both parties. All substantial modifications to the Project as described in the Application must be submitted in writing to the Department by the Grantee. The Department will consider whether an amendment request is so substantial as to necessitate re-evaluating the Department's decision to provide a Grant Award for the Project. An amendment will be denied by the Department if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in the Program.

5.12 Extensions. The Department does not approve extension requests for the Project beyond the End Date of this Agreement.

5.13 Cancellations. The Grantee must submit written notification to the Department if the Project is cancelled. In such an event, the Grantee shall return the full Grant Award to the Department within thirty (30) days of the written notification and no later than the Final Report Due Date. If the Grantee is unable to fulfill this Agreement by virtue of any act or regulation of any public authority, or on the account of any rule or order of any military or civil authority, or on account of any war or other national or state-declared emergency, or because of labor strike, riot, epidemic, act of God, or any similar cause beyond his or her control, the Grantee shall be excused from performance of the terms of this Agreement to the extent such performance is prevented. In such an event, the Grantee shall promptly return to the Department any unexpended or unobligated Department funds.

5.14 Record Retention and Access. The Grantee shall maintain its books, documents and records that sufficiently and properly document the Grantee's receipt and use of Grant Funds under this Agreement for a period of at least three (3) years following the End Date. The Grantee shall permit the Auditor of the State or any authorized representative of the State, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, or electronic or optically stored and created records or other records relating directly or indirectly to the Project or Grant Award. If the Grant Award is funded with federal funds, the Grantee must submit an audit report to the Department if the Grantee has received \$750,000 or such other amount as may be set forth by applicable federal law or rule in federal funds for the fiscal year the Grant Award is received and expended.

5.15 Final Report. The Grantee must submit a Final Report and unspent Grant Funds to the Department on official forms provided by the Department by the Final Report Due Date. The Grantee will be placed on a Department-wide funding moratorium of no less than one (1) year if the Final Report and/or unspent Grant Funds are not submitted to the Department by the Final Report Due Date. The Department may initiate legal proceedings for the return of Grant Funds. The Grantee must submit a

Final Report by the Final Report Due Date regardless of modification, cancellation or extension to the Project.

5.16 Public Record and Copyright. The Grantee acknowledges that all material including attachments submitted in the Application, this Agreement and the Final Report are public record. The Grantee retains copyright to all submitted material and acknowledges the Department shall use any or all of the material including attachments to acknowledge or present the work of the Department or Program.

Article 6. Indemnification.

6.1 Indemnification by Grantee. The Grantee and their successors and permitted assigns shall defend, protect, indemnify and hold harmless the Department, the State and their Agents (“Indemnitees”) from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General’s Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) by third parties, the Grantee, or the Department directly or indirectly related to, resulting from, or arising out of this Agreement (“Claims”), including, but not limited to, any Claims related to, resulting from, or arising out of:

- (a) Any violation or breach of any term or condition of this Agreement by or on behalf of any Grantee, including, without limitation, the furnishing or making by any Grantee of any statement, representation, warranty or covenant in connection herewith, that is false, deceptive, or materially incorrect or incomplete; or
- (b) Any act or omission of any Grantee, including, without limitation, any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of any Grantee or their Agents; or
- (c) Any Grantee’s performance or attempted performance of this Agreement; or
- (d) Failure by any Grantee or their Agents to comply with any applicable local, state, federal and international laws, rules, ordinances and regulations; or
- (e) Any failure by Grantee or Grantee Contractors to make any reports, payments, withholdings, or provide any insurance required by federal and state law, including with respect to Social Security, unemployment compensation, workers compensation, employee income, the Affordable Care Act, sales taxes, excise taxes, income taxes, property taxes, and/or other taxes, fees, or costs required by Grantee or Grantee Contractors to conduct business in the State; or
- (f) Any claim for wages, benefits, compensation, insurance, discrimination, or other similar claims asserted against the Office or the State of Iowa by any Grantee Personnel, or any claim, penalties, or fines made, levied, assessed, or imposed by another governmental entity or any Grantee Personnel against the Office or the State of Iowa in any way related to or involving the misclassification of employees as independent contractors or any allegations or findings of the existence of a joint-employment relationship involving any Grantee Personnel;
- (g) Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of or made by Grantee, Grantee Contractors, Grantee Personnel, or any third party, including any claims related to the violation or misappropriation of any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right.

6.2 Survival of Indemnification. The Grantee's duties as set forth in this Article 6 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential Claim is made or discovered by the Department or any other Indemnitee.

6.3 Defense of Claim. The Department shall control the defense of any claim against the Department. The Department may, at its option, tender the defense to Grantee in which case it shall reasonably cooperate with the Grantee to facilitate the defense of any Claim against the Department. Even if the Department chooses to tender the defense, the Department reserves the right to participate in such defense to the extent the Department, in its sole discretion, determines to be in the best interests of the State.

Article 7. Termination.

7.1 Termination for Cause by Department. The Department may terminate this Agreement upon written notice for the breach by any Grantee of any material term, condition, provision or covenant of this Agreement, if such breach is not cured within the time period specified in Department's notice of breach or any subsequent notice or correspondence delivered by the Department to The Grantee, provided that cure is feasible. In addition, the Department may terminate this Agreement effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- (a) Any Grantee furnishes any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, misleading or materially incorrect or incomplete;
- (b) Any Grantee or any Grantee's Agent has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- (c) Dissolution of any Grantee or any parent or affiliate of Grantee owning a controlling interest in any Grantee, or termination or suspension of any Grantee's business;
- (d) Any Grantee's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited;
- (e) Any Grantee has failed to comply with any applicable international, federal, state, or local laws, rules, ordinances, regulations or orders when performing within the scope of this Agreement;
- (f) The Department determines or believes any Grantee has engaged in conduct that has or may expose the Department or the State to material liability;
- (g) Any Grantee or any corporation, shareholder or entity having or owning a controlling interest in any Grantee: (i) becomes insolvent or bankrupt; (ii) admits in writing its inability to pay its debts as they mature; (iii) makes an assignment for the benefit of creditors; (iv) applies for or consents to the appointment of a trustee or receiver for the Grantee or for the major part of its property; (v) has a trustee or receiver appointed for it or for all or a substantial part of its assets, and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or (vi) bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against any Grantee and, if instituted against Grantee is consented to, or, if contested by any Grantee, is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution;
- (h) In the Department's sole determination, any Grantee has not made substantial progress toward completion of the Project within one hundred eighty (180) days after the Start Date, or if any Grantee fails to complete the Project by the End Date;

- (i) In the Department's sole determination, the Project is not operated and maintained at a professional level consistent with the highest standards applicable in Grantee's industry, or is no longer serving and providing a public use or benefit consistent with the public purposes forming the basis for the Grant Award;
- (j) If the Grantee expends the Grant Award for purposes other than for payment of approved costs and expenses; and
- (k) The Grantee fails to receive all required matching funds and other funds, besides the Grant Award, necessary to complete the Project under the terms of this Agreement.

7.2 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, the Department shall have the right to terminate this Agreement immediately, without penalty and without advance notice, as a result of any of the following:

- (a) The Legislature or Governor of the State fails to appropriate or the National Endowment for the Arts fails to award funds sufficient in the sole opinion of the Department to allow the Department either to meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement.
- (b) Program Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make disbursement hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion.
- (c) The Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified, or if the Department's duties, programs or responsibilities are modified or materially altered.
- (d) 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 Department's ability to fulfill any of its obligations under this Agreement.

7.3 Non-Exclusive Remedy. The Department's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Department, and the Department shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

7.4 Effect of Termination. (a) If this Agreement is terminated by the Department pursuant to Article 7.1 hereof, the Grantee shall repay all Grant Funds received by the Grantee within thirty (30) days of the Department's written request;

(b) If this Agreement is terminated by the Department pursuant to Article 7.2 hereof, or by agreement of the parties pursuant to Article 7.3 hereof, disbursements shall be paid for approved, documented Project costs and expenses incurred by the Grantee through the Termination date within thirty (30) days of receipt by the Department of documentation for such costs and expenses, subject to legally available Grant Funds. Any costs and expenses which are subsequently determined to be unallowable through audit procedures shall be returned by the Grantee to the Department within thirty (30) days of notice of the disallowance.

Article 8. General Terms and Provisions.

8.1 Severability. Each provision of this Agreement shall be deemed to be severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

8.2 Choice of Law and Forum. The laws of the State shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State, if such court has jurisdiction. If, however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Department or the State.

8.3 Waivers. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

8.4 Cumulative Rights. The various rights, powers, options, elections and remedies of the Department and the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the Department and the State by law, and shall in no way affect or impair the right of the Department or the State to pursue any other contractual, equitable or legal remedy to which the Department or the State may be entitled. The election by the Department or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

8.5 Limitation of Financial Obligation. It is agreed by the Grantee that the Department shall not, under any circumstances, be obligated financially under this Agreement except to disburse Grant Funds according to the terms of the Agreement.

8.6 Enforcement Expenses. The Grantee shall pay upon demand any and all reasonable fees and expenses of the Department, including the fees and expenses of the Department's attorneys including, without limitation, the reasonable value of time of the Attorney General's Office, experts and agents, in connection with the enforcement of any of the rights of the Department under this Agreement.

8.7 Event of Department Dissolution. The Grantee hereby acknowledges that the Department is a public instrumentality of the State and that in the event that the Department is dissolved for any reason, the State is entitled to enforce any right, title or interest held by the Department hereunder, and all of Grantee's obligations hereunder are owed to the State.

8.8 Survival. The parties' rights and obligations under Articles 5.3, 5.4, 5.14, 6, 7.4, 8.2, 8.4, 8.5, 8.6, 8.7, and 8.9 shall survive expiration or termination of this Agreement for any reason.

8.9 Final Authority. The Department shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement. The Department's decision shall be final agency action and binding on all questions concerning the Grantee's compliance with the terms hereof.

8.10 Documents Incorporated by Reference.

Attachment A: Cultural Leadership Partners Program Operating Support Grant Fiscal Year 2023 Guidelines

Attachment B: Grantee's Fiscal Year 2023 Cultural Leadership Partners Program Operating Support Grant Application

Attachment C: Grantee's Award Letter

Attachment D: Department Funding Policies

8.11 Order of Priority.

Articles 1-8.15 of this Agreement

Attachment A: Cultural Leadership Partners Program Operating Support Grant Fiscal Year 2023 Guidelines

Attachment B: Grantee's Fiscal Year 2023 Cultural Leadership Partners Program Operating Support Grant Application

Attachment C: Grantee's Award Letter

Attachment D: Department Funding Policies

8.12 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent/principal relationship between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.

8.13 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

8.14 Time is of the Essence. Time is of the essence with respect to Grantee's performance of its obligations under this Agreement.

8.15 Integration. This Agreement contains the entire understanding between the Grantee and the Department and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

Signatures

The digital signatures below legally obligate the authorizing official of the Grantee and the Director of the Department or Director’s Designee to this agreement.

As the legal authorizing official of the Grantee, I agree to all terms and conditions outlined above and certify that the information contained in this document, including all attachments, is true and correct.

Authorized Official of the Grantee: Jennifer Pickar		Date:	
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As the legal authorizing official of the Department, I agree to all terms and conditions outlined above and certify that the information contained in this document, including all attachments, is true and correct.

Director of the Department or Director’s Designee:		Date:	
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IOWA DEPARTMENT OF CULTURAL AFFAIRS

VENDOR CREATE / UPDATE FORM

Vendor Create / Update Form

In order for the State of Iowa to pay the amount that is due to you and to comply with the Internal Revenue Service regulations on reporting these payments, the following information is required. Failure to provide this information will result in withholding of payment.

When you file tax forms with the IRS, how do you describe yourself / your organization?

Please choose **one and only one** of the following:

- Individual
- Sole Proprietor
- Corporation
- Estate or Trust
- Government
- Non-Profit Organization
- LLC Filing as Partner
- LLC Filing as Corp
- LLC Filing as Sole Proprietor

Enter your IRS description here:

Please confirm your contact information and provide your tax ID:

Contractor Name
Doing Business As

James & Meryl Hearst Center for the Arts

Street Address
City
State
Zip
FEIN / SSN (include dashes)

304 West Seerley Boulevard
Cedar Falls
Iowa
50613

Certification Must Be Signed By Vendor

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me)

The digital signature below serves as the grantee's / vendor's legal signature to this document.

Grantee:		Date:	
-----------------	--	--------------	--



James & Meryl Hearst Center for the Arts
304 West Seerley Boulevard
Cedar Falls, Iowa 50613
(319) 273-8641
www.TheHearst.org



Item 16.

M E M O R A N D U M

DATE: August 26, 2022

TO: The Honorable Mayor Robert Green and Cedar Falls City Council

FROM: Jennifer Pickar, Tourism & Cultural Programs Manager

SUBJECT: Lease of artworks for mural project

Summary: The Cedar Falls Art and Culture Board and staff have reviewed three artworks that will be installed on the underpass of the Main Street Bridge in downtown Cedar Falls, Iowa. The board respectfully requests that the City Council consider this project for approval.

Financial Considerations: The Cedar Falls Art & Culture Board agreed on August 29, 2022 to pay the three artists listed below each \$1000 for the lease of the selected work of art for up to three years.

Selection Process: The Cedar Falls Public Art Committee (PAC) put out a public call for three 8' x 4' murals to be installed on the underpass wall of the Main Street Bridge by the intersection of Main Street and East First Street in Cedar Falls for up to three years depending on site conditions and accessibility. The PAC considered proposed mural designs in the form of digital renderings, photos, or existing artwork that would fit the dimensions of the finished aluminum panels used for the project and made a recommendation to the Art & Culture Board.

The Art & Culture Board recommends that City Council approve the agreement with Karin Desnoyers, Caylin Jayde Graham, and Autumn Rozario Hall. If you have any questions or comments, please feel free to contact me.

Thank you for your consideration of this request.

CC: Stephanie Sheetz, Community Development Director

PUBLIC ART COMMITTEE
AGREEMENT FOR LEASE OF ARTWORK

This agreement is made on this ____ day of _____, 2022, by and between the Cedar Falls Public Art Committee (“PAC”), a committee of the Art & Culture Board of the City of Cedar Falls, located at the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613,

and,

Karin Desnoyers (“Artist”), 118 Kaspand Place, Cedar Falls, Iowa, 50613

PAC seeks to improve the community aesthetic for public art and serve as an exhibitor for the Artist for the purpose of leasing the Artwork.

1. **Artwork:** The Artist has agreed to permit PAC to display the piece of art titled ***The Metal Dock*** (“Artwork”). A photograph of the Artwork is attached hereto as Attachment A and is incorporated by this reference herein.
2. **Display of Artwork:** An aluminum panel substrate measuring 8 feet x 4 feet version of the Artwork will be on display in the City of Cedar Falls, Iowa (“City”) for a period of up to three years commencing on the date of installation in Fall 2022 (“Display Period”). PAC may remove the Artwork at any time and for any reason with no notice to the Artist.
3. **Delivery and Installation/Deinstallation of the Artwork:**
 - a. **Delivery by Artist:** The Artist shall, within 10 days of approval of this Agreement by the City Council of the City, provide to PAC the Artwork in a digital format specified by PAC. If the Artwork is not digitally delivered timely or in the required format, or the digital format of the Artwork otherwise is not able to be used for its intended purpose herein, then this Agreement may be immediately terminated by PAC upon written notice to the Artist with no penalty or payment by PAC to Artist.
 - b. **Installation/Deinstallation by PAC:** PAC shall cause the Artwork to be installed in reasonably the same depiction as on Attachment A on the underpass wall of the Main Street Bridge at First Street in the City. Such installation shall be at PAC’s discretion, cost and sole risk. No later than the conclusion of the Display Period, or upon termination of this Agreement otherwise, deinstallation of the Artwork shall be the responsibility of PAC at the PAC’s cost and sole risk.
4. **Honorarium:** PAC will pay the Artist an Honorarium of \$1000.00 for the lease of the Artwork, which shall be paid upon completion of installation.
5. **Motion Pictures, Television Productions, and Photographs:** The Artist will retain ownership of the Artwork, including copyright, but gives PAC permission to allow the Artist’s Artwork to be displayed in aluminum panel substrate form as provided herein, and also gives permission for the Artwork to be included in any motion picture television production, and/or photographs taken in the City at any time. In addition, the Artist gives permission to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world.

- 6. Independent Contractor: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent contractor through the term of this Agreement and the Artist is totally responsible for the Artist's own materials, labor, costs, transportation and insurance.
- 7. No Assignment: The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party.
- 8. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Artist, and Artist's heirs, beneficiaries, successors, and assigns.
- 9. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.
- 10. Governing Law. This Agreement shall be governed by the laws of the State of Iowa and venue for any dispute arising hereunder shall be the Iowa District Court for Black Hawk County.

Artist

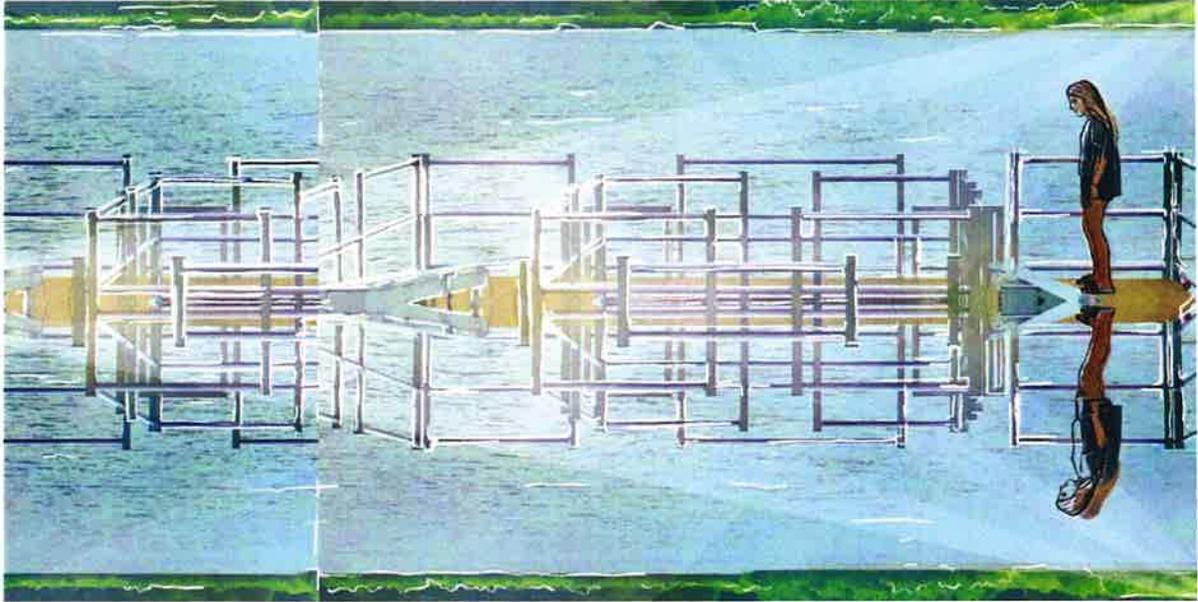
By: Karin Desnoyers
Karin Desnoyers

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST: _____
Jacqueline Danielsen, MMC City Clerk

Attachment A



PUBLIC ART COMMITTEE
AGREEMENT FOR LEASE OF ARTWORK

This agreement is made on this ____ day of _____, 2022, by and between the Cedar Falls Public Art Committee (“PAC”), a committee of the Art & Culture Board of the City of Cedar Falls, located at the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613,

and,

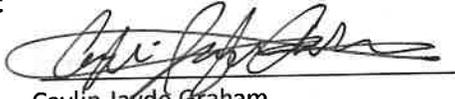
Caylin Jayde Graham (“Artist”), 2315 Valley High Drive, Cedar Falls, IA 50613

PAC seeks to improve the community aesthetic for public art and serve as an exhibitor for the Artist for the purpose of leasing the Artwork.

1. **Artwork:** The Artist has agreed to permit PAC to display the piece of art titled “**Waxwings on the Cedar River**” (“Artwork”). A photograph of the Artwork is attached hereto as Attachment A and is incorporated by this reference herein.
2. **Display of Artwork:** An aluminum panel substrate measuring 8 feet x 4 feet version of the Artwork will be on display in the City of Cedar Falls, Iowa (“City”) for a period of up to three years commencing on the date of installation in Fall 2022 (“Display Period”). PAC may remove the Artwork at any time and for any reason with no notice to the Artist.
3. **Delivery and Installation/Deinstallation of the Artwork:**
 - a. **Delivery by Artist:** The Artist shall, within 10 days of approval of this Agreement by the City Council of the City, provide to PAC the Artwork in a digital format specified by PAC. If the Artwork is not digitally delivered timely or in the required format, or the digital format of the Artwork otherwise is not able to be used for its intended purpose herein, then this Agreement may be immediately terminated by PAC upon written notice to the Artist with no penalty or payment by PAC to Artist.
 - b. **Installation/Deinstallation by PAC:** PAC shall cause the Artwork to be installed in reasonably the same depiction as on Attachment A on the underpass wall of the Main Street Bridge at First Street in the City. Such installation shall be at PAC’s discretion, cost and sole risk. No later than the conclusion of the Display Period, or upon termination of this Agreement otherwise, deinstallation of the Artwork shall be the responsibility of PAC at the PAC’s cost and sole risk.
4. **Honorarium:** PAC will pay the Artist an Honorarium of \$1000.00 for the lease of the Artwork, which shall be paid upon completion of installation.
5. **Motion Pictures, Television Productions, and Photographs:** The Artist will retain ownership of the Artwork, including copyright, but gives PAC permission to allow the Artist’s Artwork to be displayed in aluminum panel substrate form as provided herein, and also gives permission for the Artwork to be included in any motion picture television production, and/or photographs taken in the City at any time. In addition, the Artist gives permission to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world.

6. Independent Contractor: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent contractor through the term of this Agreement and the Artist is totally responsible for the Artist's own materials, labor, costs, transportation and insurance.
7. No Assignment: The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party.
8. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Artist, and Artist's heirs, beneficiaries, successors, and assigns.
9. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.
10. Governing Law. This Agreement shall be governed by the laws of the State of Iowa and venue for any dispute arising hereunder shall be the Iowa District Court for Black Hawk County.

Artist

By: 
Caylin Jayde Graham

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST: _____
Jacqueline Danielsen, MMC City Clerk

Attachment A



PUBLIC ART COMMITTEE
AGREEMENT FOR LEASE OF ARTWORK

This agreement is made on this ____ day of _____, 2022, by and between the Cedar Falls Public Art Committee (“PAC”), a committee of the Art & Culture Board of the City of Cedar Falls, located at the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613,

and,

Autumn Rozario Hall (“Artist”), 4308 Wakonda Pkwy. Des Moines, IA 50315

PAC seeks to improve the community aesthetic for public art and serve as an exhibitor for the Artist for the purpose of leasing the Artwork.

1. Artwork: The Artist has agreed to permit PAC to display the piece of art titled ***The Rabbit Constellation; The Journey Constellation*** (“Artwork”). A photograph of the Artwork is attached hereto as Attachment A and is incorporated by this reference herein.
2. Display of Artwork: An aluminum panel substrate measuring 8 feet x 4 feet version of the Artwork will be on display in the City of Cedar Falls, Iowa (“City”) for a period of up to three years commencing on the date of installation in Fall 2022 (“Display Period”). PAC may remove the Artwork at any time and for any reason with no notice to the Artist.
3. Delivery and Installation/Deinstallation of the Artwork:
 - a. Delivery by Artist: The Artist shall, within 10 days of approval of this Agreement by the City Council of the City, provide to PAC the Artwork in a digital format specified by PAC. If the Artwork is not digitally delivered timely or in in the required format, or the digital format of the Artwork otherwise is not able to be used for its intended purpose herein, then this Agreement may be immediately terminated by PAC upon written notice to the Artist with no penalty or payment by PAC to Artist.
 - b. Installation/Deinstallation by PAC: PAC shall cause the Artwork to be installed in reasonably the same depiction as on Attachment A on the underpass wall of the Main Street Bridge at First Street in the City. Such installation shall be at PAC’s discretion, cost and sole risk. No later than the conclusion of the Display Period, or upon termination of this Agreement otherwise, deinstallation of the Artwork shall be the responsibility of PAC at the PAC’s cost and sole risk.
4. Honorarium: PAC will pay the Artist an Honorarium of \$1000.00 for the lease of the Artwork, which shall be paid upon completion of installation.
5. Motion Pictures, Television Productions, and Photographs: The Artist will retain ownership of the Artwork, including copyright, but gives PAC permission to allow the Artist’s Artwork to be displayed in aluminum panel substrate form as provided herein, and also gives permission for the Artwork to be included in any motion picture television production, and/or photographs taken in the City at any time. In addition, the Artist gives permission to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world.

- 6. Independent Contractor: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent contractor through the term of this Agreement and the Artist is totally responsible for the Artist's own materials, labor, costs, transportation and insurance.
- 7. No Assignment: The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party.
- 8. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Artist, and Artist's heirs, beneficiaries, successors, and assigns.
- 9. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.
- 10. Governing Law. This Agreement shall be governed by the laws of the State of Iowa and venue for any dispute arising hereunder shall be the Iowa District Court for Black Hawk County.

Artist 

By: _____
Autumn Rozario Hall

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST: _____
Jacqueline Danielsen, MMC City Clerk

Attachment A



**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 & City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: August 25, 2022
SUBJECT: Rotary Plaza Agreement (W 1st St.)

At the July 18, 2022 Community Relations & Planning Committee, the Rotary Club of Cedar Falls made a proposal for a 100th anniversary project that also included a celebration of essential workers. The project site is along W 1st Street between the Little Red School House and the Behrens Rapp Station. The City Council was supportive of the project and asked staff to draft an agreement for the project. The attached agreement identifies that the design and construction will be completed by Rotary. All construction expenses will be covered by Rotary, with the City's helping with some minor preparations of clearing the project area. During the Committee meeting, several Council members were concerned about the impact to trees at the site. Paragraph 15 states that Rotary will minimize that impact and any trees lost will be replaced by Rotary, similar in kind and quality. The agreement also states that construction plans will be provided to the City for review and at that point will more precisely identify the area of impact at the project site.

Xc: Chase Schrage, Public Works Director

Attachments: Agreement

**AGREEMENT FOR ROTARY PLAZA
BETWEEN
THE CITY OF CEDAR FALLS
AND
THE ROTARY CLUB OF CEDAR FALLS**

THIS AGREEMENT is entered into by and between The Rotary Club of Cedar Falls, PO Box 301, Cedar Falls, Iowa ("Rotary"), and the City of Cedar Falls, Iowa, an Iowa municipality ("City").

WHEREAS, the City owns property located at 205-221 W 1st St. (north side of W. 1st St. including property where the Little Red School House, small park, and Behrens Rapp Station improvements are located) (hereinafter the "Property"); and

WHEREAS, Rotary is celebrating its 100th anniversary in 2024; and

WHEREAS, Rotary wishes to construct at its own cost a plaza that will contain a monument and associated infrastructure on the Property to celebrate essential workers; and

WHEREAS, Rotary also wishes to construct a recreational trail extension on the Property at its own cost; and

WHEREAS, Rotary will donate the plaza, monument and recreational trail to the City after completion of construction; and

WHEREAS, the City finds it is in its best interest to allow the construction of the plaza, monument and recreational trail extension on the Property and to accept donation by the Rotary to the City of such amenities upon certain terms and conditions; and

WHEREAS, the parties have reached agreement on such terms and conditions and now wish to reduce that agreement to writing.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Construction of Rotary Plaza ("Plaza"). Rotary agrees to design and construct at its cost an area approximately 400 square feet, with a granite floor and appropriate footings. Such area shall be known as "Rotary Plaza." Rotary Plaza shall be constructed in the location and with the final appearance as depicted in Exhibit "A" attached.

2. Construction of Monument ("Monument"). Rotary agrees to design, construct and install on Rotary Plaza at its cost a monument consisting of three (3) granite spires each of which shall be eight (8) feet in height measuring from the base, and each covered by seven (7) steel bands. Such monument

may include identification of dedication to "Essential Workers." Once constructed and installed, said monument shall be as depicted in Exhibit "B" attached.

3. Construction of Recreational Trail Extension ("Extension"). Rotary agrees to design and construct a recreational trail extension from the sidewalk serving the Little Red School House, west through Rotary Plaza, and terminating on the west end at the Behrens Rapp Station. Said extension shall be constructed of concrete 6 inches thick and 8-10 feet in width (depending upon the location). The connection of such extension to the existing recreational trail system shall be smooth, safe, and according to City standards. The location of the recreational trail extension shall be generally as depicted in Exhibit "A" attached.

The Plaza, Monument and Extension shall together constitute the "Project."

4. Approval of Plans. The plans and specifications for the Project are subject to approval by the City Engineer or designee prior to commencement of construction. Plans and specifications shall be of sufficient detail to demonstrate to the satisfaction of the City Engineer or designee that the Project will be properly constructed, with footing details where appropriate, such that the finished Project will require minimal maintenance.

5. Construction Management. A general contractor licensed and bonded with the City shall oversee construction of the Project at Rotary's cost. Such general contractor may, at its discretion, engage subcontractors who are also licensed and bonded with the City. Such general contractor shall construct the Project in accordance with the plans and specifications approved by the City Engineer or designee.

6. Permits. Rotary shall obtain at its cost all necessary licenses and permits required by the City for the Project.

7. Inspections. City shall provide inspections of the Project as required by City ordinances, rules and regulations at no cost to Rotary. City and Rotary agree to cooperate on the timing of inspections. City inspections shall include, at a minimum, the following:

- a. Temporary construction boundary fencing;
- b. Stormwater Pollution Prevention Plan maintenance and compliance
- c. Footings;
- d. Initial installation of brick or stone work;
- e. Electrical work;
- f. Final inspection.

8. Completion of Construction. Construction of the Project shall commence no later than July 1, 2023 and shall be completed within 270 days from commencement of construction, absent unavoidable delays not caused by Rotary. The City may agree to a reasonable extension of the completion deadline in its sole discretion. All construction equipment and materials shall be removed from the Property upon completion of construction. Upon completion of construction all property owned by the City that is impacted by the Project other than the Project itself, shall be restored by Rotary to its original condition at Rotary's cost. Such restoration may include, but not necessarily be limited to, grading, sodding or seeding as well as any necessary watering. Such restoration is subject to approval by the City.

9. Abandonment; Rotary Escrow Account (Performance). If Rotary abandons construction of the Project with no construction activity for a period of at least 30 days, or Rotary does not timely

complete construction of the Project as set forth in Paragraph 8 above, the City may in its sole discretion, and upon 10 days written notice to Rotary, either complete construction of the Project at Rotary's cost or else remove all or part of the completed portions of the Project, also at Rotary's cost. City shall deposit in an escrow account with Farmer's State Bank the sum of \$10,000.00 (after receipt of payment from Rotary) so that the City may use such funds in the event of abandonment or untimely completion of the Project ("Performance Escrow Account"). Rotary agrees to execute an escrow agreement substantially in the form attached as Exhibit "C" and provide payment to the City for the Performance Escrow Account (prior to commencement of construction). Rotary shall be entitled to receive interest on the Performance Escrow Account commencing with deposit and ending upon closure of the account pursuant to the terms of the escrow agreement. If all or a portion of the funds in such Performance Escrow Account remains after completion of construction and acceptance by the City of the Project, such remaining amount, after deduction for escrow agent fees and expenses, may be returned to Rotary pursuant to the terms of the escrow agreement.

10. Warranty: Rotary warrants that the Project shall be free from defects in material and workmanship for a period of one (1) year following the date of completion of construction and acceptance of the Project by the City. Rotary shall repair or replace any portion of the Project shown to be defective during that one (1) year period. The City agrees to promptly notify Rotary upon discovery of any defects. Failure by Rotary to timely repair or replace any defect shall entitle the City, in its sole discretion and without limitation as to any other available remedy at law or in equity, repair or replace such defect and collect the cost of repair or replacement from the Maintenance Escrow Account as provided in Paragraph 11 below.

11. Maintenance Escrow Account. No later than the completion of construction and acceptance by the City of the Project, the City shall, after receipt of payment from Rotary, deposit in an escrow account with Farmer's State Bank the sum of \$10,000.00 so that the City may use such funds to pay for maintenance and repair of the Project for a period of one (1) year after completion of construction and acceptance of the Project by the City ("Maintenance Escrow Account"). Rotary agrees to execute an escrow agreement substantially in the form attached as Exhibit "D," and provide payment to the City for the Maintenance Escrow Account no later than the completion of construction and acceptance of the Project by the City. Rotary shall be entitled to receive interest on the Maintenance Escrow Account commencing with deposit and ending upon closure of the account pursuant to the terms of the escrow agreement. If all or a portion of the funds in such Maintenance Escrow Account remains after the expiration of one (1) year and payment for all necessary repairs and maintenance during that period has been made, such remaining amount, after deduction for escrow agent fees and expenses, may be returned to Rotary pursuant to the terms of the escrow agreement.

12. Donation of Project to the City. At the conclusion of construction of the Project and acceptance by the City, Rotary agrees that all of Rotary's rights, title and interest in the Project shall be donated to the City at no cost to the City. The City agrees to accept such donation. No further act by the parties shall be necessary to effectuate such donation and acceptance.

13. Maintenance of Project by the City. The City agrees that after the one-year maintenance and repair period set forth in Paragraph 10 above, the City shall be responsible for all necessary repairs and maintenance thereafter, at the City's cost. The City agrees to reasonably maintain and repair the Project for at least twenty-five (25) years after the City's maintenance and repair obligation commences. After such twenty-five (25) year period the City may continue to reasonably maintain and repair the Project until the Project can no longer be feasibly maintained or repaired, or the Property is needed for another City project or City infrastructure, whichever occurs first.

14. Curb Cut on Frontage Road to W First Street. The City agrees to provide a curb cut on the "frontage road" to West First Street near the Behrens Rapp Station for recreational trail access to the Project. Such curb cut shall be completed by Rotary at their cost, with proper right of way permit for the work.

15. Preservation of Trees. Rotary acknowledges the importance of preservation of trees in the area of the Project. Although the City acknowledges that some trees may need to be removed, Rotary agrees to minimize the loss of trees to the extent feasible. Any tree removal shall be identified in plans and specifications for the Project which are subject to approval by the City. Any trees removed by Rotary for the Project shall be replaced with trees of similar kind and quality approved by the City and placed at a location directed by the City, all at Rotary's cost.

16. Tow of the Levee. The City agrees to delineate and clearly identify the start of the tow of the levee near the Property prior to commencement of construction of the Project so that there is no encroachment on the levee by construction or associated activity. Such delineation and identification shall be done at no cost to Rotary and shall occur within five (5) days of notice of request by Rotary. No construction activities may begin until after such delineation and identification.

17. Clearing of Property. The City agrees to clear the Property by removing existing turf and trees as needed, for the construction of the Project. The City shall also relocate any signs that would interfere with construction. Such work shall be done at no cost to Rotary and shall commence within five (5) days of notice of request by Rotary.

18. Indemnification. Rotary agrees to hold harmless and indemnify the City and its employees, agents and elected and appointed officials from all actions, claims, liabilities, assertions of liability, losses, costs and expenses whatsoever, in law or equity, including but not limited to attorney fees and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, from the design, construction or installation of the project, or any part thereof, or as a result of the duties and obligations required by this Agreement.

19. Insurance. Rotary shall procure insurance as set forth in Exhibit "E" attached and to provide a certificate to the City evidencing such insurance prior to the commencement of construction.

20. Private Project. The Project is being funded and undertaken by a private entity with no expenditure of public funds. Any contract for goods or services entered into by Rotary for the Project is not subject to public bidding laws.

21. Compliance with Laws and Regulations. Rotary agrees to comply fully with all applicable federal, state and local laws and regulations applicable to this Agreement, and also to comply with all City ordinances, rules, regulations and standards applicable to the Project.

22. Incorporation of Exhibits. All exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

23. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, should the other party default in any of the terms of this Agreement, and through no fault of the party initiating the termination; provided, however, that the party in default or alleged default shall be allowed to cure such default prior to the expiration of the thirty-day period in which case the Agreement shall not be terminated. Said thirty-day period shall extend the deadline for completion of the Project under Paragraph 8 above assuming the default or alleged default is cured to the satisfaction of the initiating party within such thirty-day period. The terms of Paragraph 9 in regard to completion of the Project may apply in the event of Termination.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

25. No Employment, Joint Venture Relationship. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties, or a joint venture.

28. Notices. Any notices, consents, or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given when received, delivered by United States registered or certified mail, postage prepaid, return receipt requested, or nationally-recognized overnight delivery service, to the other party to be notified, at the addresses listed below:

If to Rotary: Mike Butler
1022 Washington St.
Cedar Falls, Iowa 50613

If to the City: Stephanie Houk Sheetz
Director of Community Development
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
(319) 268-5151

29. Entire Agreement; Amendment. This Agreement, together with the attached Exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, understandings, or promises, both verbal and written. This Agreement may only be amended by written instrument signed by both parties.

30. City Council Approval. This Agreement is subject to approval by the City Council of the City.

IN WITNESS WHEREOF, the City and Rotary have executed this Agreement as of the date stated above.

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Attest:

Jacqueline Danielsen, MMC, City Clerk

The Rotary Club of Cedar Falls

By:  _____
Teresa Samee
Its: President

Exhibit A
Site Plan



Exhibit B
Illustration of Project

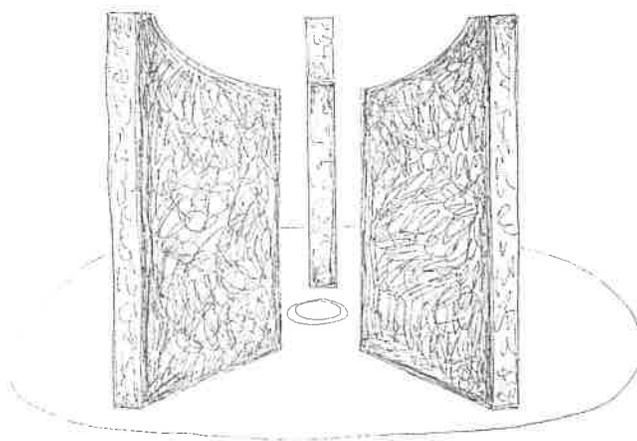
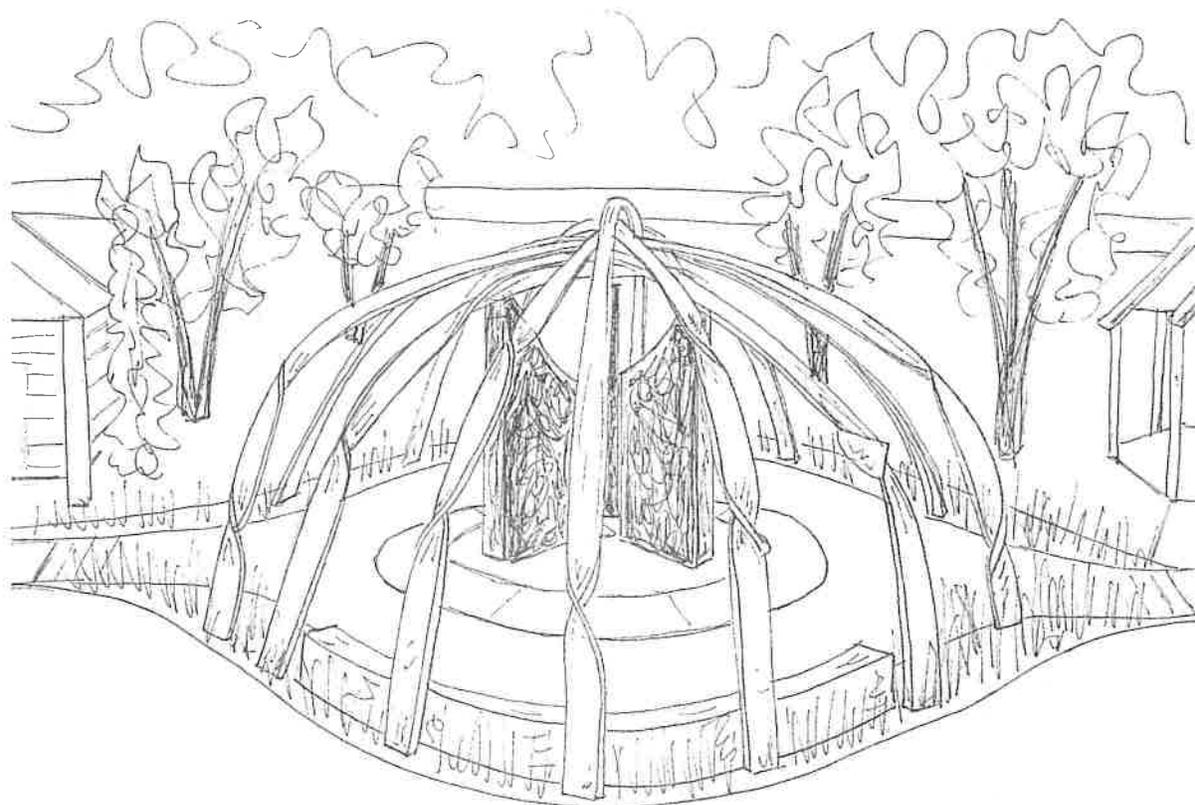


Exhibit C

**CASH ESCROW AGREEMENT (PERFORMANCE)
FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA**

This Cash Escrow Agreement (Performance) ("Agreement") is entered into on the _____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties are entering into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 contemporaneously herewith ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Escrow Agent. The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The fees for the Escrow Agent are set forth in Exhibit "2" attached and are to be paid by Rotary upon termination of the Escrow Account, but prior to the distribution of any remaining funds in the Escrow Account at termination.
2. Delivery of Escrow Deposit. Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:
 - a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.
 - b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.
 - c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.
3. Escrow Account. The Escrow Account shall be interest bearing at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and at termination, and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: _____ (name)

Its: _____ (title)

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned hereby acknowledges receipt of \$10,000.00, as designated in the foregoing Cash Escrow Agreement (Performance) and agrees to act as Escrow Agent for such purposes, and to perform its duties and responsibilities pursuant to the instructions and other terms and conditions set forth in the foregoing Cash Escrow Agreement (Performance).

Dated this _____ day of _____, 2022

Farmers State Bank

By: _____ (name)

Its: _____ (title)

Exhibit D

**CASH ESCROW AGREEMENT (MAINTENANCE)
FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA**

This Cash Escrow Agreement (Maintenance) ("Agreement") is entered into on the ____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties are entering into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 contemporaneously herewith ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Escrow Agent. The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The fees for the Escrow Agent are set forth in Exhibit "2" attached and are to be paid by Rotary upon termination of the Escrow Account, but prior to the distribution of any remaining funds in the Escrow Account at termination.
2. Delivery of Escrow Deposit. Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:
 - a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.
 - b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.
 - c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.
3. Escrow Account. The Escrow Account shall be interest bearing at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and at termination, and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: _____ (name)

Its: _____ (title)

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned hereby acknowledges receipt of \$10,000.00, as designated in the foregoing Cash Escrow Agreement (Maintenance) and agrees to act as Escrow Agent for such purposes, and to perform its duties and responsibilities pursuant to the instructions and other terms and conditions set forth in the foregoing Cash Escrow Agreement (Maintenance).

Dated this ____ day of _____, 2022

Farmers State Bank

By: _____ (name)

Its: _____ (title)



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
DATE: August 29, 2021
SUBJECT: Rental to Single Family Owner Conversion Incentive Program:
 1910 Tremont Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single-family owner-occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner-occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Hannah Dietz purchased the property at 1910 Tremont Street in August 2021. The owners have applied to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirement of the program as it is located in the R-2 Zoning District and falls within the geographical boundary for the grant applicability. Additionally, the property is in a block with less than 75% rentals, and the property also qualifies with being rental for at least last three years. However, the property was not in possession of the homeowner, as the property was active rental with an active lease until end of May 2022 at the time of purchase. Owner has then applied with application in June 2022, after which was working with staff to get needed supplemental materials to review the request.

After purchase, the current owner has made many interior improvements (approximately costing \$5,000 – 6,000) including replacing light fixtures, refinishing the floors, kitchen cabinets, kitchen appliances, fixing steps to basement, and painting work. Additionally, the owner is planning to work on many exterior improvements including window repair, window frame repair, window replacement, gutter replacement, update garage siding (including all soffits, fascia and openings on home) and update landscaping to add curb-appeal of the property. The owner also has additional exterior improvement plans including painting stucco portions of the house, update back porch and updating back room with a new roof. All these additional improvements will be done after the proposed work is finished, as she wants to phase out the expenses.

Hannah Dietz reached out to the city to consider her requests for the Rental to Single Family Owner Conversion Incentive Program. With the application, the owner is proposing to make exterior improvements to update all the basement and kitchen windows with new ones, side

garage with vinyl siding, cover all soffit, fascia repair work, and add new gutters with downspout. The applicant suggests that the repairs and exterior modifications proposed will improve the aesthetics and functionality. Based on the submitted bids by Quegg siding, windows and roofing, the actual cost of the exterior improvement listed is \$18,947. A detailed quote, existing pictures of the house and proposed improvement pictures are attached with the application for more reference.

City staff finds this request reasonable, as this will lead improve living conditions and aesthetics of the property. Overall, staff finds that the proposed exterior improvements will enhance the quality of the neighborhood and therefore recommend approval.

If approved, the Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold before the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director
Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Jaydevsinh Atodaria (JD), Community Development Department, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: _____

RE: Property located at: 1910 Tremont Street
and legally described as LATTAS 1ST ADDITION S 12 FT LOT 8 LOT 9

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Hannah E. Dietz (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;
- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City;

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner’s principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner’s principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, “medical circumstances beyond the reasonable control of the Owner” shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner’s medical doctor as more suitable for the health and care of the Owner.

 OWNER

 Hannah E. Dietz

 OWNER

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

This instrument was acknowledged before me on the ____ day of _____, 2022, by Hannah E. Dietz

 Notary Public in and for the State of Iowa

To the members of City Council,

My name is Hannah Dietz, and I purchased 1910 Tremont St. in the summer of 2021, it was a rental that was leased when I bought it so I haven't been able to occupy the home until this summer. I have lived on Tremont St. since I was 8 years old and this home is one house away from my parents. I have loved this neighborhood and growing up here, i am very excited for this to be my first home. I look forward to fixing up this house and making it beautiful from the outside.

I knew that this house was a rental for 10 years and even though I grew up so close to this home I never paid attention to it as there was not much curb appeal to this house. When looking at the home I was happy to learn of the rental conversion grant that could help with necessary outdoor improvements from my realtor.

Since gaining occupancy at the beginning of June my family has been helping with indoor updates. We have replaced light fixtures, stripped, stained and refinished the floors, replaced the kitchen floor, kitchen cabinets, sink, kitchen appliances (fridge and stove), fixed the basement steps, painted and patched walls. This has cost about \$5000-6000 and there are still more things I hope to complete over time on the interior of the home.

I also have a lot of work both on the functionality and aesthetic appeal of the exterior of the house and yard. The windows are in terrible repair and I have a quote for \$18,947 from Quegg Siding, Windows, & Roofing. They hope to be able to complete those repairs within the next year or if they have any opening in their schedule. This quote is for siding, gutters, and for capping and replacing windows.

Once Quegg has finished with their repairs I would like to paint the stucco portions of the house a cream/tan color to go with the green siding I have chosen for the garage and back porch.

In the next few years I would like to fix up the back porch, at some point in the past a patio was turned into a back room and there are many repairs needed as it was clearly a DIY job, the roof on this portion will need to be replaced and properly sealed, we have replaced the windows in this room already. It will also need new walls/insulation and ceiling.

Another project will be replacing the front stairs, unfortunately the stairs are solid cement and will be quite difficult to remove, but once the exterior repairs are complete I would like to remove and replace the stairs with something a bit more usable, like a front deck. Many of the upgrades and updates for the house can be done gradually with my own investments of time and money. I appreciate the opportunity that this grant provides to assist with the cost of those projects which I cannot do myself. The following are the updates that I am proposing for this grant with the hopes that you will see they are a good investment in the property and the neighborhood:

- Window repair

The windows on the main floor almost all have sashes where argon gas has blown leaving the windows foggy and unattractive. Quegg's quote for this is \$2,200.

- Gutter replacement

Very few of the gutters on this home function properly, and the gutters are impeded by the roof overhang. New 6" continuous gutters with downspouts will be installed by Quegg. Quote for this is \$1,700.

- Window frame repair

The previous owner of my house liked to 'fix' things by using spray foam to seal gaps and rotted wood. The windows on the main floor and attic will be capped with white which will look much better and be more functional than the spray foam. Quegg's quote for this is \$2,300.

- Window replacement

All of the basement windows are in need of replacement. Many are broken or covered in spray foam. Replacement of these windows will also match all other windows making the home more polished and presentable. Quegg's quote to replace these windows is \$7,000.

- Garage siding - All soffits, fascia and openings on home

My house is stucco but the garage is sided as well as a back porch and the attic dormers. Everything except for the stucco and brick will be finished with siding or aluminum. Quegg's quote for this portion is \$5,747

Additionally I will be updating landscaping, and painting the home which will hopefully beautify the neighborhood. Thank you for your consideration; I appreciate the opportunity to improve my first home and the wonderful neighborhood with the assistance of the City of Cedar Falls. I am definitely excited to continue the process of improving this home.

Thank you,
Hannah Dietz



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

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

Property's Address: 1910 Tremont St

Property Zoning (circle one): R1, (R2), Other

Name of Applicant: Hannah Dietz

Applicant's Email: hannah.edietz@gmail.com Daytime Phone #: (319) 610-7461

Current Deed Holder or Contract Buyer: Hannah Dietz

Owner Name (if different than above):

Owner Mailing Address (if different than above):

Owner's Email: see above Daytime Phone #: see above

Nature of improvements (specify): cap and replace windows, reside the garage, reside all wood siding on house, new gutters and downspouts + more...

Estimated or Actual Cost of Improvements: \$18,947.00

Proposed Start Date: Fall '22 - Spring '23 Estimated or Actual Date of Completion: Fall '22 to Spring '23* (contractor could not provide a set date)

Lender: Daytime Phone #:

Lender Address:

Applicants Signature: [Signature] Date: 5-27-22

Name (Printed): Hannah Dietz

FOR CITY USE ONLY

Table with 2 columns: CITY COUNCIL and ASSESSOR. Rows include Application Approved/Disapproved, Reason (if disapproved), Date, Resolution No., Attested by the City Clerk, Present Assessed Value of Structure, Assessed Value with Improvements, Eligible or Non-eligible for Tax Abatement, Assessor, and Date.

QUEGG

Siding, Windows & Roofing

2008 Four Winds Drive
Cedar Falls, IA 50613
(319) 266-6768 (319) 269-5379 cell

PURCHASER Hannah Dietz Date 8-31-21 Item 18.
 Inv. Address 1910 Tremont Work phone 319-610-5115 S
 City Cedar Falls Zip 50613 Home phone 319-610-7461 Hannah
 Job Address 1910 Tremont Other Mo. _____
Cedar Falls Fax _____

Ref by _____

Quegg Siding, Windows & Roofing proposes to perform the following

Includes tax & permit

8/4/22
(3rd visit)

	Itemization	
3 Kitchen Replacement window- Heartland All white argon gas, e glass, 1/2 screen	2,700	—
White 6" gutter (continuous) + downspout	1,700	—
Cap all openings with white on house and garage	2,300	—
Replace 7 basement windows w/ Heartland replacement sliders, low e glass, argon, 1/2 screen, white on white	7,000	—
Side garage with Certainteed Mainstreet Spruce vinyl siding w/ P-14 waterboard backer	3,447	—
Cover all soffit, fascia, openings, wood & vinyl vertical/horizontal siding - Spruce, cover all soffit and fascia with aluminum	2,300	—
	18,947	—

Ch# 1
2nd visit
MAY 7, 2022
pd on acct
BW & O

PAYMENT TERMS: 50% DEPOSIT / BALANCE DUE AT COMPLETION

Special Terms: _____ Approved by: BW & O

CC# _____ (Mastercard, Visa or Discover Accepted)

EXP Date _____ Name on Card _____

Billing Zip _____ Balance credit card / Check _____

Total \$ 18,947

Less Deposit \$ 2,500

Balance Due \$ 16,447

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Buyer to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This contract shall be governed by the laws of the state of Iowa. Buyer agrees to pay for all costs, including attorney's fees, incurred by company to enforce this contract. Interest may be charged on overdue balances at 24% per annum.

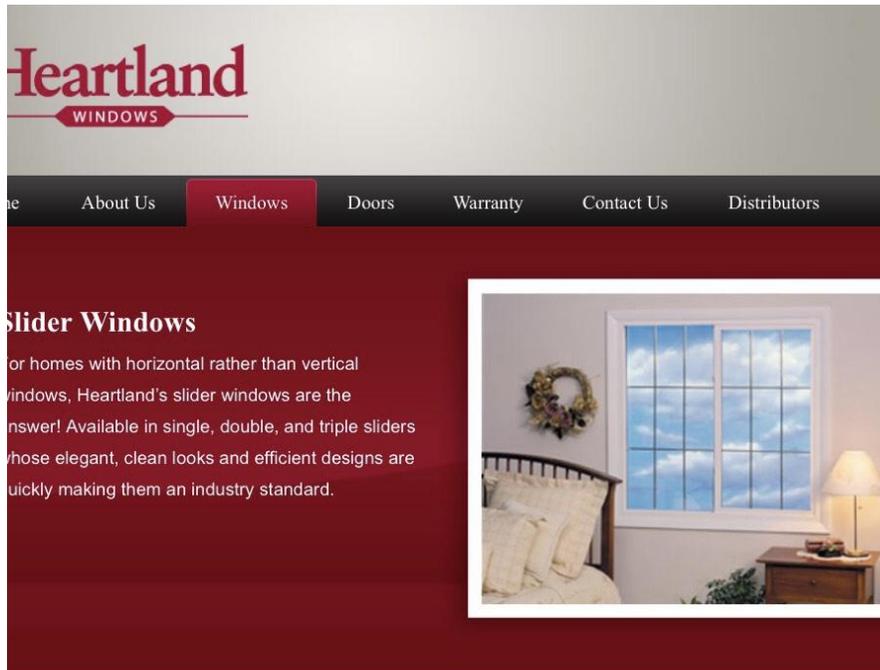
Signed this 8-31-21 day of _____ 20 _____
 Estimator BRUCE W. DORR

Purchaser [Signature]
 Printed Name Hannah Dietz

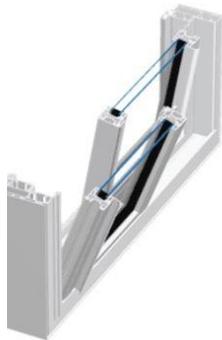
Image of one of the windows on the house that will be capped and needs sashes replaced. All windows will be replaced or capped.



Image of the brand windows sashes will be replaced with.



Ultra Series



Features

- Composed of maintenance-free [u-PVC vinyl](#)
- Custom made to your exact window opening
- Fusion-welded corners for structural integrity
- Energy efficient [multiple hollow chamber](#) design
- Patented [integrated hardware locking system](#)
- Tilt-in sashes make cleaning from inside a snap
- Triple weather stripping to seal out air and water
- Recessed lift rail
- [Energy Star](#) certified

Styles



Double Slider (2 Lite)



TripleSlider (3 Lite)

Color Options

Interior



Exterior

Example of a window that has been capped in the same way I want and done by the contractor I hired.



The garage now, needs to be resided.



Color I have chosen for the new garage siding.

TFW 8:51 AM 95%

CertainTeed
SAINT-GOBAIN

ALL

PRODUCTS AVAILABLE
IN YOUR AREA

SPRUCE (4" & 5" STYLES)

We use cookies to personalize and enhance your experience on our site. Visit our [Privacy Policy](#) to learn more or manage your personal preferences in our [Cookie Consent Tool](#). By using our site, you agree to our use of cookies.



ACCEPT

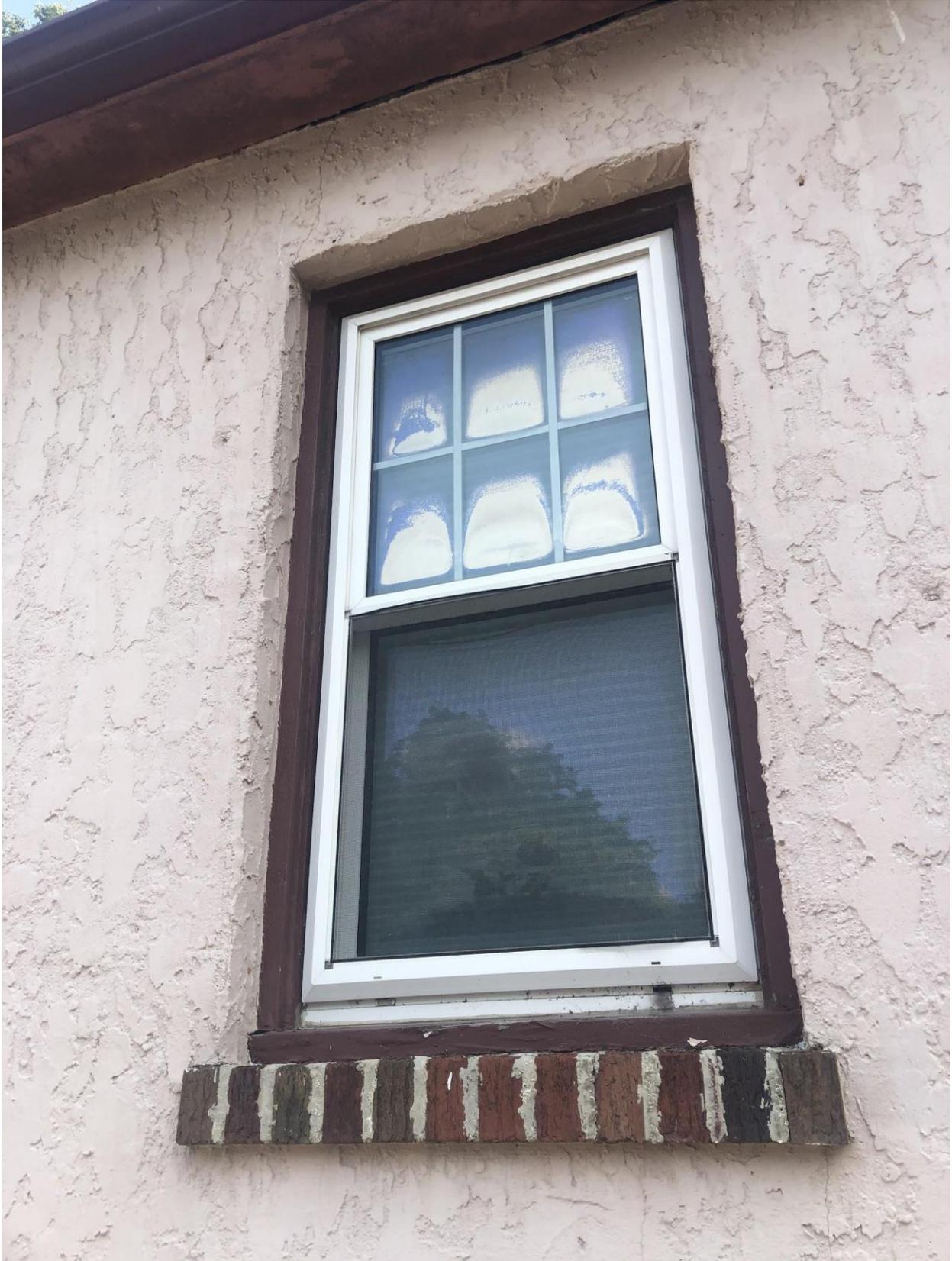
OPTIONS













































DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
DATE: August 29, 2022
SUBJECT: College Hill Neighborhood Overlay Design Review for a new duplex.

REQUEST: Request to approve College Hill Neighborhood Overlay District design review application for a new duplex at 1224 W. 20th Street (#DR22-001)

PETITIONER: Aaron Carolan, property owner; Carolan Builders

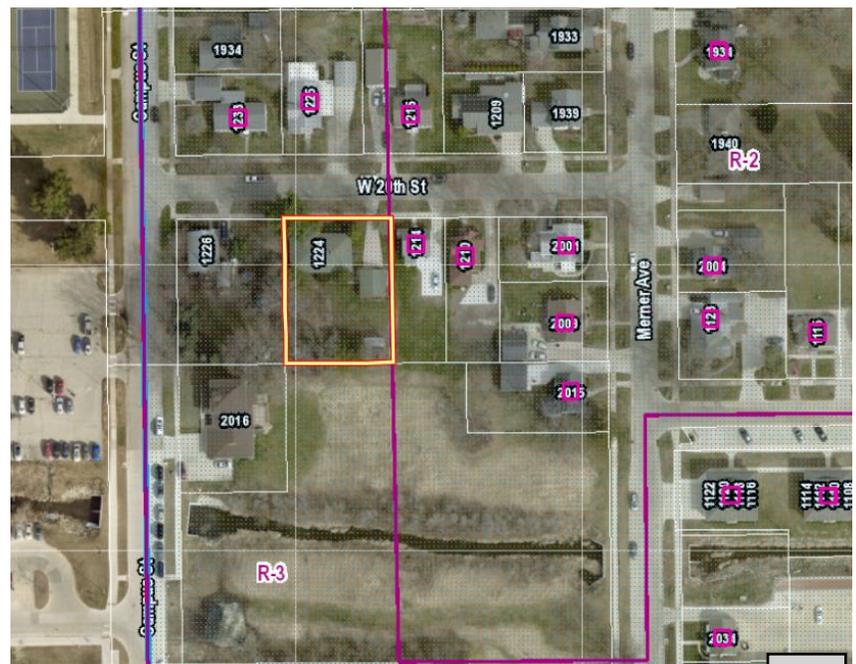
LOCATION: 1224 W. 20th Street

PROPOSAL

It is proposed to demolish the existing dwelling and construct a new two-family dwelling on the property at 1224 W. 20th Street. The property is located in the College Hill Neighborhood Overlay Zoning District and a review by the Planning and Zoning Commission and City Council is required for reviewing any new construction (substantial improvement) within the district.

BACKGROUND

The College Hill Neighborhood Overlay District was established for the preservation of neighborhood character and the stabilization of its neighborhoods after a long history of changes and updates to properties that typically increased occupancies and detracted from the original intent of those properties and neighborhoods. This trend and the establishment of the Overlay called for more scrutiny when reviewing changes that may affect the character of the neighborhood. See the location map on the side for reference, the highlighted property in the yellow boundary is the subject project.



The subject property is located within the R-3, Multiple Residence Zoning districts (Section 26-166) and the College Hill Neighborhood Overlay Zoning District (Section 26-181). The Overlay Zoning District intends to develop business districts and residential districts in an orderly manner and one that complements the University of Northern Iowa campus and promotes community vitality and safety. As per code, new construction within the district is termed as a substantial improvement. A substantial improvement requires review and approval by the Planning and Zoning Commission and the City Council. The criterion listed in the Overlay requires that the following be considered in this design review: architectural compatibility; neighborhood character; building materials; façade details; parking; open space/landscaping requirements; and other provisions as applicable in the code.

The subject property has been equipped with a 4-bedroom single-unit dwelling unit (approx. 1,787 sq.ft.) built in 1947. A two-stall detached garage (approx. 528 sq.ft.) was added in 1968. As per the applicant, the existing house on the subject property was not well maintained by the previous owner and is in a dilapidated condition. Also as per the applicant's assessment, the house is in a beyond reasonable economical repair state. The petitioner/owner of the property at 1224 W 20th Street is intending to demolish the existing house and garage and replace it with a new duplex with attached garages. As per code, the following analysis has been done to review the proposal.

ANALYSIS

Lot width/area:

A two-family dwelling is permitted in an R-3 residential zoning district that has a lot width of not less than 70 feet and a lot area of 8,000 square feet. The property at 1224 W. 20th Street is 100 feet wide with a total lot area of 13,500 square feet. The lot width and lot area satisfy the minimum requirements within an R-3 zoning district for a two-family dwelling unit.

On-site parking:

As per code, the minimum on-site parking required for a two-unit dwelling is two stalls per dwelling unit plus one additional stall for each bedroom over two bedroom. It is proposed that each unit will occupy four bedrooms for a total of eight bedrooms. With this in mind, a total of four (4) parking stalls per unit are required. In response, the applicant proposed four (4) parking stalls per unit with two (2) stalls in the attached two-stall garage and two (2) stalls tandem on the double-wide driveway for each unit to accommodate required on-site parking for the proposed two-unit dwelling. The parking arrangement satisfies the ordinance requirement for this two-family residential dwelling. Both the driveways will be about 18 feet wide and paved in concrete. A 14-foot grass strip of land will separate the two driveways in the front yard.

Landscaping:

As per code, all newly constructed single-unit dwellings, two-unit dwellings, or multiple dwellings in residential districts shall provide on-site landscaping within the required yard areas of the property at the rate of 0.04 points per square foot of the total lot area of the site under consideration for the proposed residential development. Staff encouraged the owner to preserve the mature trees on the site and the right-of-way trees in the parkway to the extent possible, since they contribute to the walkability of the neighborhood and help to reduce utility costs for the abutting residents.

In response, the applicant has submitted a landscaping plan that delineates the location of both existing and proposed plantings. The subject property has a lot area of 13,500 square feet and

therefore it requires 540 landscaping points (13,500* 0.04). The proposed landscaping points are 1100 points, which include the existing six (6) 18-foot tall conifers and five (5) overstory trees. The applicant is proposing to remove an existing dead pine tree, an overstory tree in the right-of-way area, and some existing shrubs in front of the existing house to build the proposed new two-unit dwelling. The removal of these existing shrubs and trees is excluded from the proposed landscaping points. Proposed landscaping requirements are met as per code.

Building Design:

- **Building Entrances:**
As per the proposal, the main building entries of the duplex are oriented toward and visible from W. 20th Street. The building design is configured in a way that the garage sits closer to the street while the main entrance of the unit is through a covered stoop which is recessed. This is a different design than generally found in the neighborhood. The front façade of the building fronting the street is enhanced with a stacked stone façade.
- **Building Scale:**
The existing house is a one-story single-family unit with a façade front of approximately 54 feet fronting W. 20th Street. Other houses around the proposed site include a mix of one-story homes and two-story homes. As per code, the street-facing walls greater than 50 feet in length shall be articulated with bays, projects, or alternating recesses. The proposed new two-unit dwelling will be two-story high and has a façade front of approximately 58 feet, which is almost similar to the existing house. The façade is articulated with a recessed entrance of the units and the design of the unit also includes architectural elements like roof dormers. The main facade fronting W. 20th Street is also enhanced by the use of stacked stone, and straight edge shakes on the roof dormer. Staff finds that the proposed variation will align with the character of buildings in immediate surroundings.
- **Building Materials:**
For multiple dwellings, street-facing facades shall be comprised of at least 30 percent brick, stone, or similar materials. The proposed design does have the main story of the building layered with stacked stone on the street-facing façade and the roof dormers on the second story are layered with straight edge shakes, which are contrasting to vinyl lap siding used on other areas of the front façade. All other façades of the building will be vinyl lap siding. Vinyl siding is a common material on other homes in the neighborhood, along with brick and wood siding. Staff finds that the building materials and the variation



FRONT ELEVATION

of materials on the façade will enhance the quality in the neighborhood.

- Architectural compatibility with surrounding buildings:
The majority of houses in the neighborhood represent colonial bungalow-style architecture with a mix of attached and detached garages (See below pictures of existing dwelling units in the neighborhood for reference). The garages on these properties are either in the line with the main house façade or are recessed.



The proposed two-unit dwelling has some contrasting architectural nature, as the attached garages front the street, while the main house entrance is recessed, which makes this unique. (See similar house built by the same builder in a different location in the College Hill neighborhood Overlay zoning district and existing house on the property that will be demolished for reference below)



Staff notes that the best practice is to have garages recessed or have garages accessed through an alley, thereby preserving the pedestrian character of the neighborhood and enhancing the livability of the neighborhood. However, staff finds that the proposed site has a couple of unique site constraints including having no alley, and a floodway area south of the lot, which make it more challenging to provide parking that is recessed behind the home. Staff discussed a couple of alternatives with the applicant, each with positives and negatives. Given the constraints of the site and the fact there is quite a variation in architectural styles and designs in the neighborhood, staff finds the proposed design acceptable.

- Neighborhood Character:
The College Hill neighborhood area is one of the City's oldest and most densely populated neighborhoods and being near the University of Northern Iowa, the preservation of neighborhood character (including uniformity of building size, scale, bulk, varying appearances, etc.) are of primary concerns regardless of the nature of the

proposed building use. The proposed two-unit dwelling is similar in terms of size and scale comparison to other dwelling units in the immediate neighborhood. However, a two-unit dwelling with front loaded garages is unique as it lacks a residential presence along W. 20th Street. Staff finds that this unique appearance of a two-unit dwelling with front-loaded garages and recessed main entries of the unit is not the best practice. Existing site constraints including having no alley access, or with floodway area located south of property restricting development and consideration of retaining more green space over a hard-surface paving area, limit development flexibility. The staff finds that the proposal is unique and would be acceptable for this unique site setting.

TECHNICAL COMMENTS

Notification of this case was sent to adjacent property owners within 200 feet on August 15th, 2022. Water, electric, gas, and communication utility services are available per the service policies of CFU. There is an existing water service entering the existing house on the northeast corner of the building. If it is not reused, it will be required to be abandoned at the water main according to the CFU Water Service Policy. Gas is also available along W 20th St. All existing utilities are required to be disconnected and abandoned before the demolition of the existing structure.

Staff notes that the applicant will have to apply for a demolition permit, building permit, floodplain development permit, and elevation certificate to execute the proposal on site. Once construction is complete, a final elevation certificate is required verifying that the home is built to the required elevation above the floodplain. Staff also notes that the applicant must contact the Public Works department prior to removal of the tree located in the City right-of-way.

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted design review application as per staff's recommendation at their regular meeting on 24th August 2022 with a vote of 9 ayes and 0 nays. The Community Development Department also recommends approval of the proposed design review application for building a new duplex at 1224 W. 20th Street and recommends approval, subject to the following conditions:

1. Any comments or direction specified by the Planning and Zoning Commission
2. Conformance with all City staff recommendations and technical requirements

PLANNING & ZONING COMMISSION

Introduction & Vote 8/24/2022	Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that the site is in R-3, Multiple Residence Zoning District and the College Hill Neighborhood Overlay zoning district. Proposal is to add a new duplex (4-bedroom, 2-bath/ unit) after demolishing existing single-family unit and detached structure on property at 1224 W 20 th Street. All minimum zoning requirement including lot width, lot area, on-site parking, landscaping points, building design etc. are all met. Mr. Atodaria noted that the proposed two-unit dwelling is configured in a way that the garage sites closer to the street while the main entrance of the unit is recessed and the street facing façade will be layered with stacked stone and has roof-dormers as an architectural feature. Mr. Atodaria also explained additional criteria of the overlay district, noting that the proposal is slightly unique in character with building garage fronting the street, and main house entry being recessed in comparison to other buildings in the neighborhood. He also mentioned that the best practice
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is to have garages recessed or have garages accessed through an alley, however, with existing site constraints including floodway area on south side of the lot, natural vegetation on site, no accessible alley way, restricts development potential, which is why this unique proposal would be appropriate for this site. Staff recommends approval subject to any comments or direction by the Commission and conformance to all city staff recommendations and technical requirements.

Mr. Campbell commented that tandem parking is not a good concept, as students park two cars on street. You should ask city council that it should be rather a rule about requiring independently accessible parking spaces. Mr. Campbell noted that this is a general comment.

Mr. Campbell also noted that he recalls that few years back that two curb-cuts were discouraged, and the proposal could have been possible if the approach is reduced to single approach. Mr. Leeper mentioned that we will get clarification from staff. Mr. Atodaria noted that limiting curb-cut per property is always a good idea as it increases opportunity for on-street parking and reduces paving. However, staff did discuss the same with the applicant and in order to save the matured landscaping, a decision to have two curb cuts was taken. Mr. Campbell mentioned that what he meant was reducing each driveway to single car wide approach, thereby not impacting any tree removal but address narrow curb-cut. Mr. Howard also noted that tandem parking is only allowed for single-family unit and two-family unit dwellings as per code.

Ms. Lynch mentioned that this is a vast improvement from what is currently on-site, and I would make motion to approve the plan subject to staff's recommendation. Mr. Larson seconded the motion.

Ms. Crisman made a comment thanking the staff to highlight the preservation of neighborhood aspect. Looking forward to seeing updated college hill overlay zoning district to see how we will be able to preserve historical houses as well as work on how we can nicely blend the newer development with existing historic character of the neighborhood. Mr. Crisman asked staff, if the current code allows any additional dwellings in the back of this lot. Ms. Howard mentioned that it would be something like a flag lot which will be something that would happen with a subdivision process.

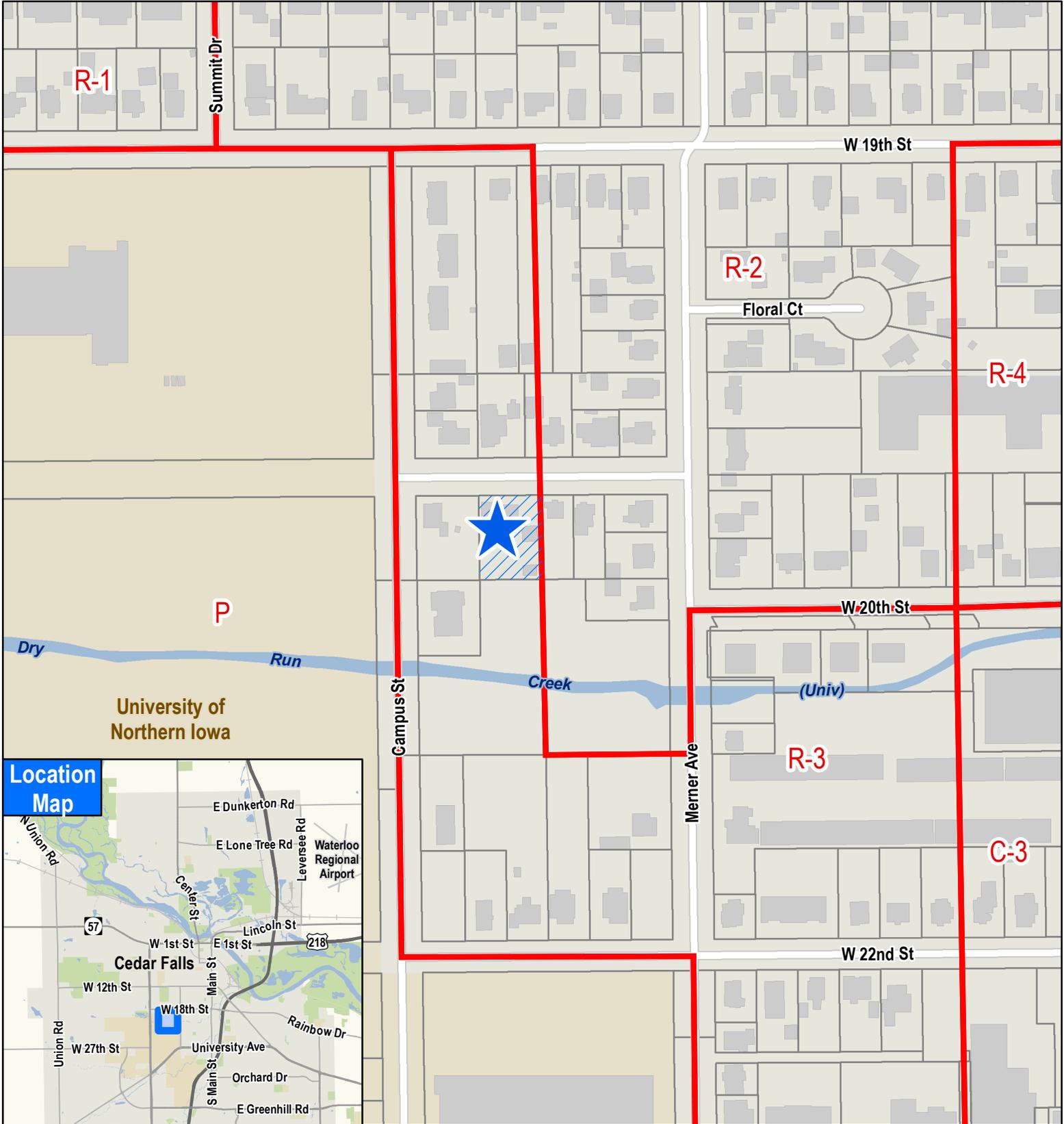
Mr. Leeper asked if there are any suggestions that we can propose to developer to reduce the width of the driveway at curb-cuts. Ms. Holst mentioned that the problem is to get required off-street parking spaces, with 2 spaces in garage and 2 space tandem behind garage, if the width is reduced at curb-cut, there would not be enough for a person to park a car on the driveway, as the setback is only 25 feet (which is about a car's length).

The motion was approved unanimously with 9 ayes (Crisman, Grybovych, Hartley, Holst, Larson, Leeper, Lynch, Moser and Saul), and 0 nays.

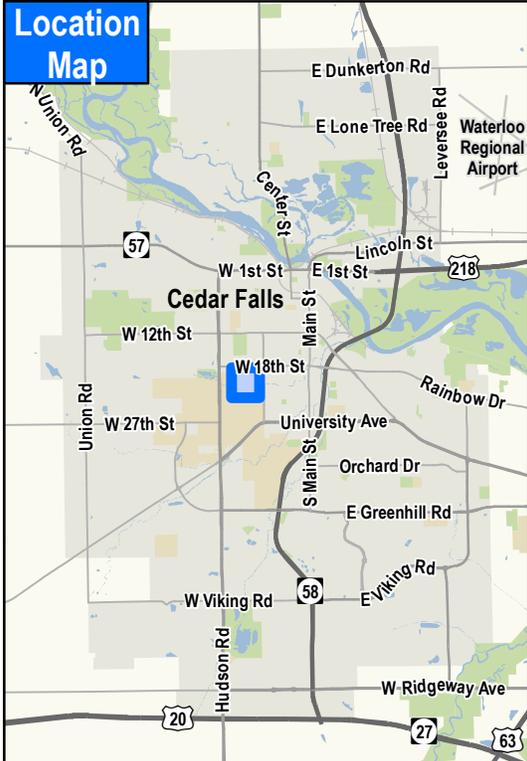
Cedar Falls Planning and Zoning Commission

August 24, 2022

Item 19.

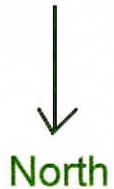


Location Map



College Hill Neighborhood Overlay
Design Review for a new duplex(DR22-001)
1224 W. 20th Street

100' Lot line



Plot plan 1224 W 20 th.

Grass lawn

Grass lawn

63' Rear yard

135' Lot line

135' Lot line

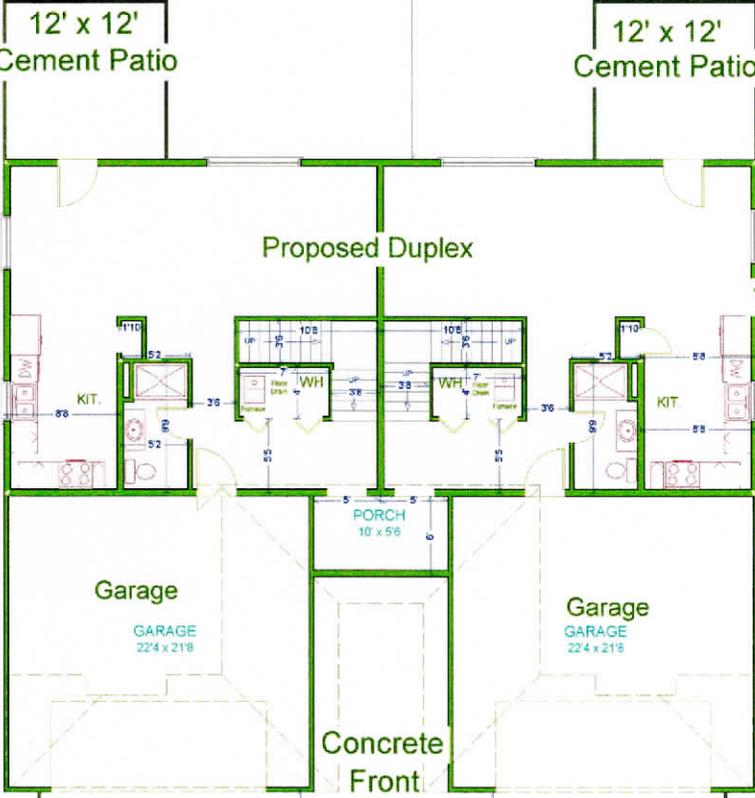
12' x 12' Cement Patio

12' x 12' Cement Patio

34' Side yard

Proposed Duplex

10' side yard



Grass lawn

Grass lawn

Concrete Front

5' entry

18' wide drive

18' wide drive

25' Front Setback

Grass lawn

100' Lot line

5' x 100' City sidewalk

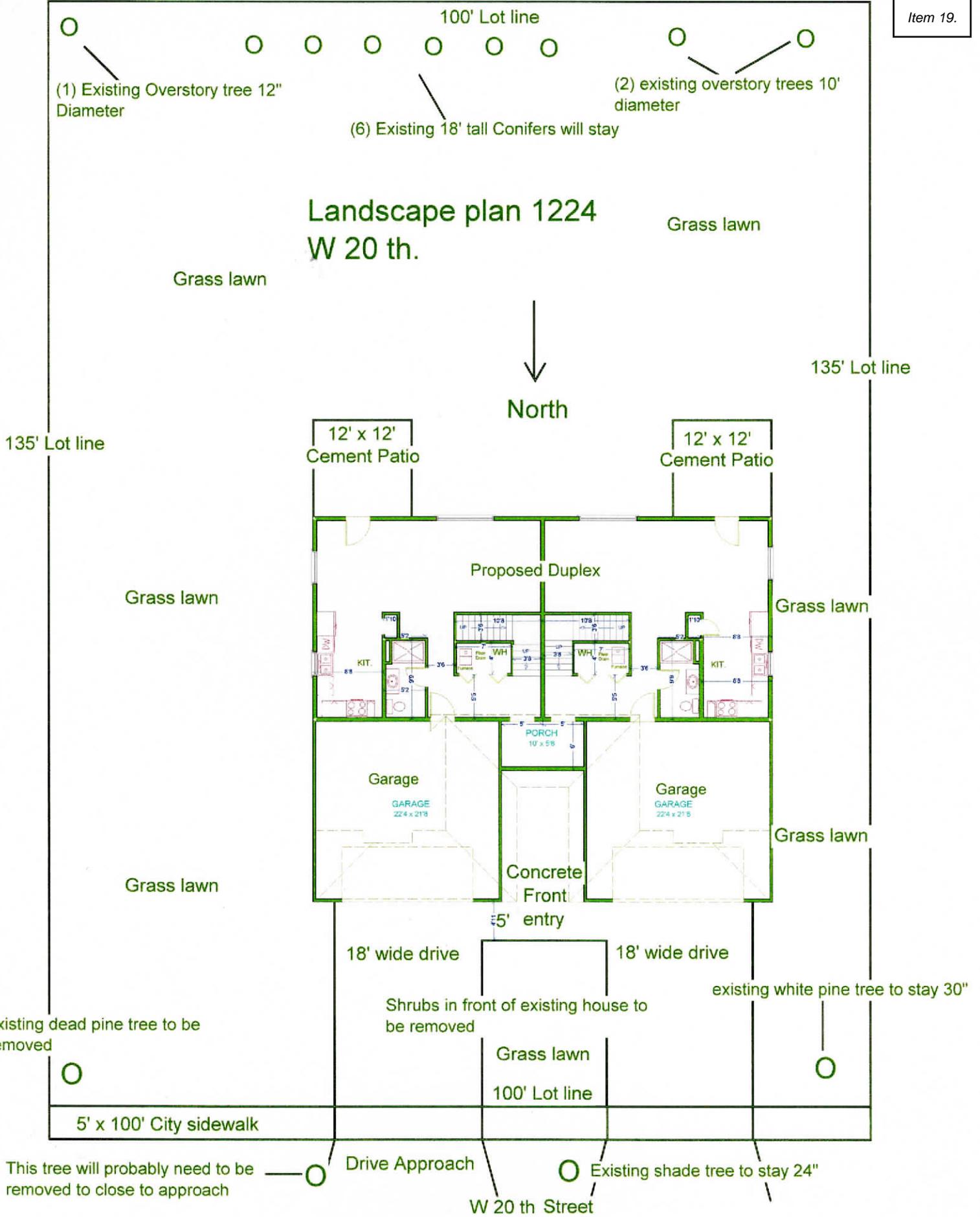
Drive Approach

Drive Approach

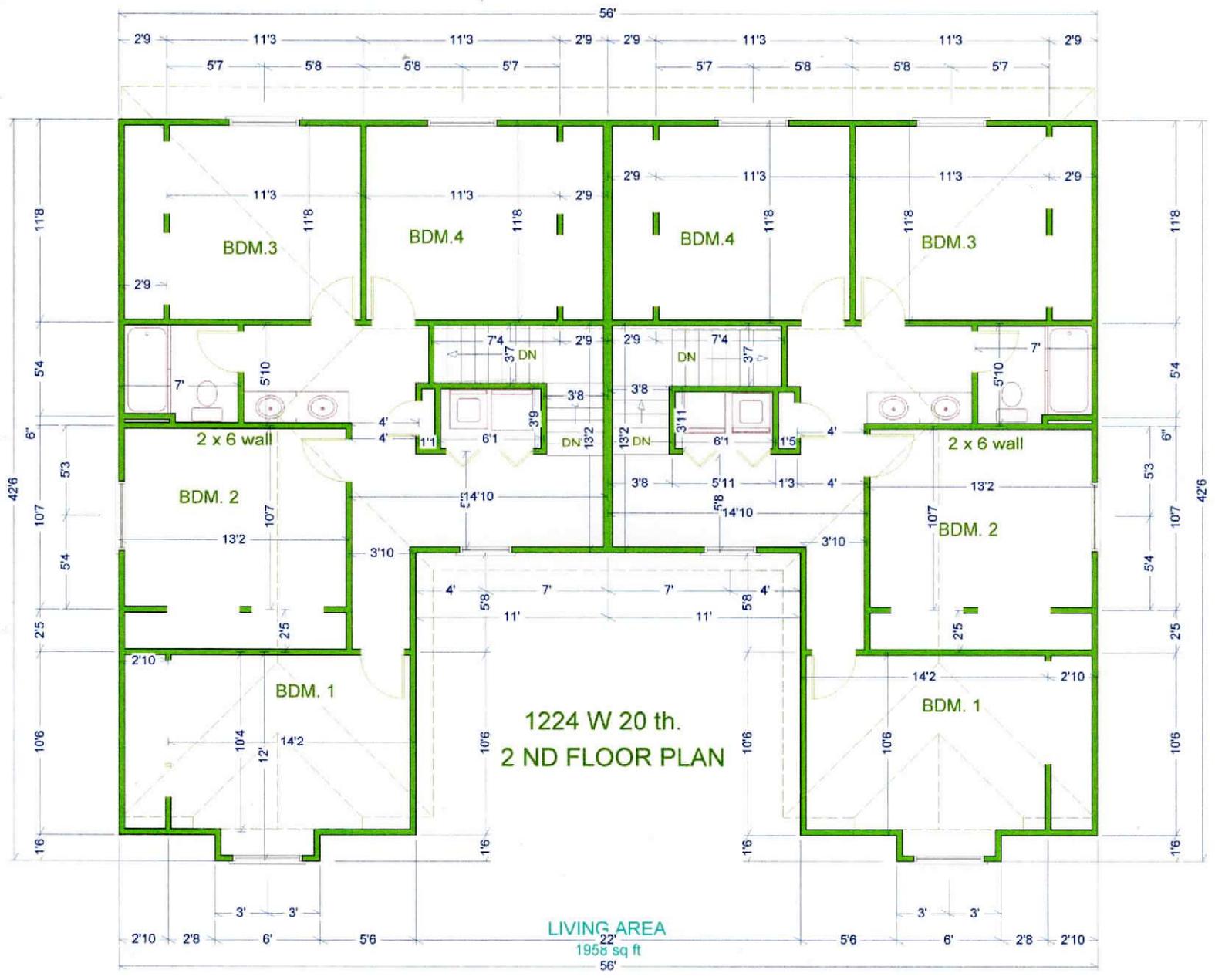
W 20 th Street

LIVING AREA
12883 sq ft

Landscape plan 1224 W 20 th.



LIVING AREA
12883 sq ft







SELECT

"Serving the Cedar Valley with Quality Building Materials"

2120 Main Street
Cedar Falls, IA
319-266-2668

CUSTOMER:

**1224 WEST 20TH
CEDAR FALLS, IOWA**

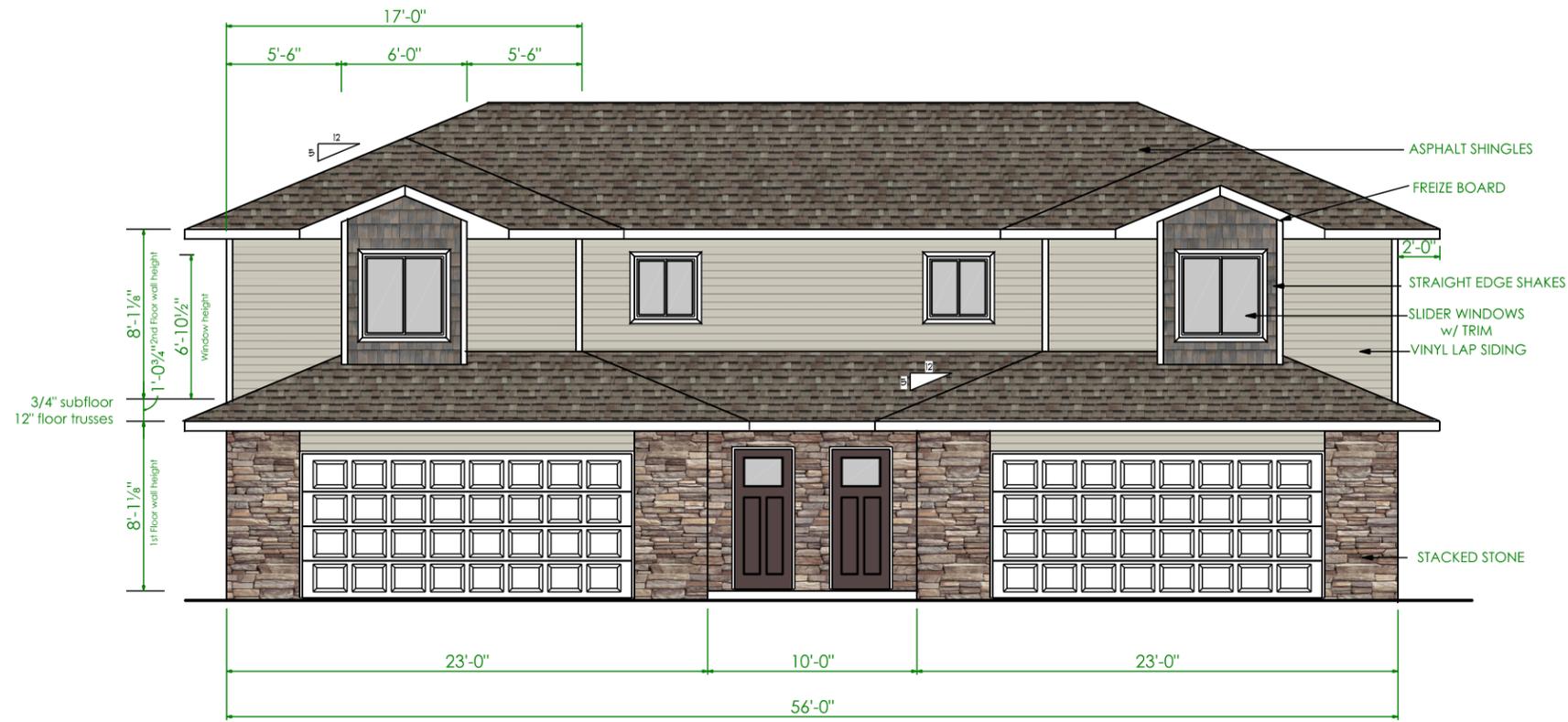
START DATE:
06-30-2022

REVISIONS:

DRAWING TYPE
FRONT & REAR ELEVATIONS

THESE PLANS ARE INTENDED BY BUILDERS SELECT FOR USE BY BUILDERS WHO ARE ACKNOWLEDGEABLE AND EXPERIENCED IN NORMAL CONSTRUCTION STANDARDS, STATE AND LOCAL CODES AND PRACTICES. BUILDERS SELECT IS NOT A LICENSED ARCHITECT. BUILDERS SELECT SPECIFICALLY DISCLAIMS ANY WARRANTIES HEREIN AND ASSUMES NO RESPONSIBILITY FOR ANY ERRORS HEREIN OR FOR IMPROPER CONSTRUCTION BY THE USER OF THESE PLANS.

DRAWN BY:
Janean



FRONT ELEVATION



REAR ELEVATION

SELECT

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2120 Main Street
Cedar Falls, IA
319-266-2668

CUSTOMER:

1224 WEST 20TH
CEDAR FALLS, IOWA

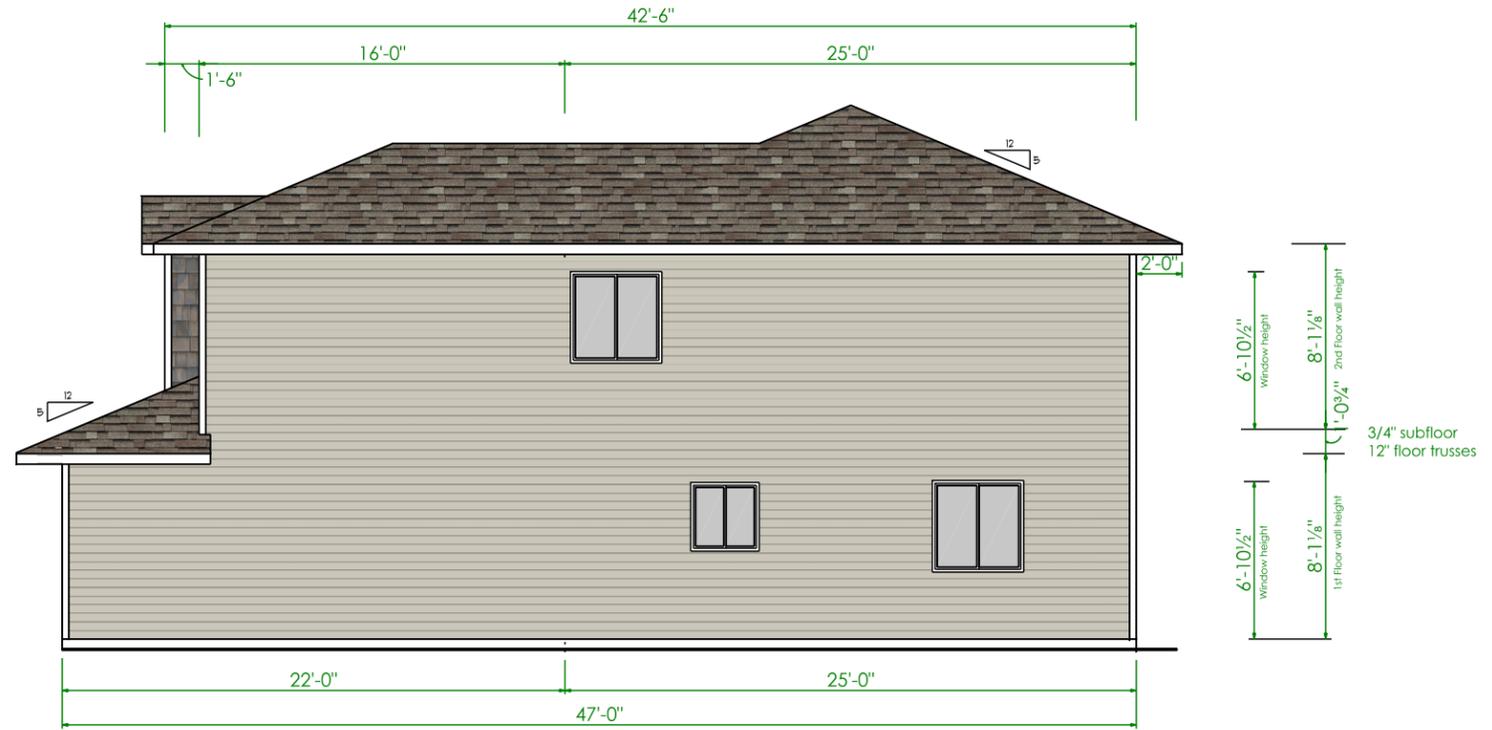
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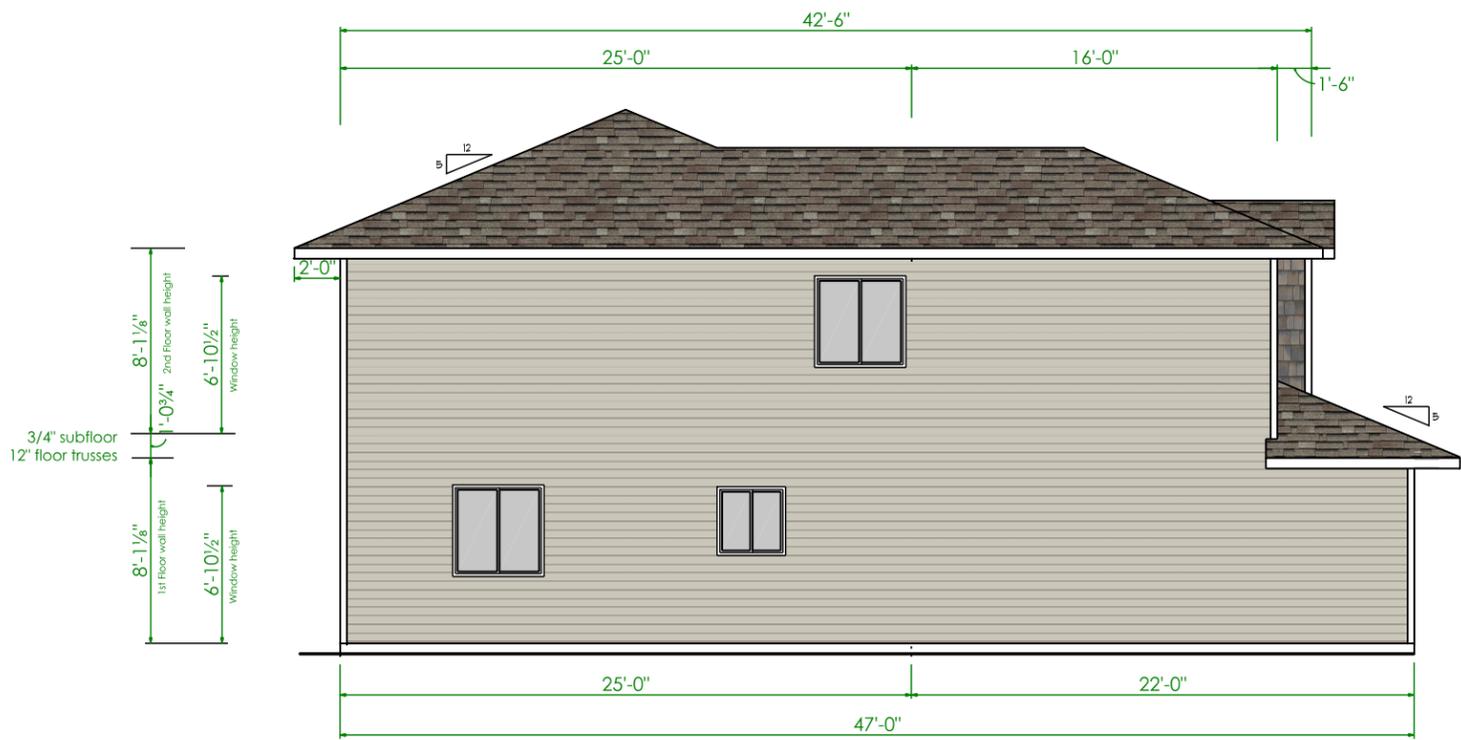
DRAWING TYPE
RIGHT & LEFT ELEVATIONS

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DRAWN BY:
Janean



RIGHT ELEVATION



LEFT ELEVATION



Carolan Builders
 Aaron Carolan
 5232 Metz Road
 Cedar Falls IA 50613

319-415-5810 (cell)
 Carolanbuilders95@gmail.com

Letter of Intent for property at 1224 W 20 th. Street

My intentions are to remove existing house and garage and replace with brand new Energy Efficient side by side duplex with attached garages.

Existing house was not maintained by previous owner, and in such is dilapidated Beyond reasonable economical repair.

Each side/ address of the new duplex will have separate utilities: Water, Electrical, Garbage.

The new building overall height to peak of roof will be 24' 6"

The new structure will be built at the elevation as to have the lowest level(main floor) 1' above the 500 year base flood elevation. I have had prior communications about this with Thomas A. Weintraut from the city.

My name is Aaron Carolan I am the current owner and will be the builder of the new Duplex, I have been in the residential building trade for 31 years, I have owned and Operated my own residential building business for 27 years.

Owners within 200' from proposed project:

Tom & William Ogle 1226 W 20 th.
 Cedar Heights Baptist Church 2016 Campus St.
 Russell Campbell 1934 Campus St.
 Bryce Steiert 2001 Merner
 Nicholas Balk 2009 Merner
 Christopherson Rentals LLC 2015 Merner
 State of Iowa
 Austin Ryan 1233 W 20 th.
 Melvin Reimer 1215 W 20 th.
 Suzanne Riehl 1939 Merner


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer II

DATE: September 6th, 2022

SUBJECT: 2022 Sidewalk Assessment Project
 City Project Number: SW-000-3293
 Bid Opening

On Friday, August 19th, 2022 at 2:00 P.M., bids were received and opened for the 2022 Sidewalk Assessment Project. A total of two (2) bids were received, with Iowa Flatworks, Inc. the apparent low bidder:

	<i>Base Bid</i>
<u>Engineering Estimate</u>	\$40,591.00
Iowa Flatworks, Inc.	\$49,143.69
Brothers Cleaning	\$60,410.55

The Engineer's Estimate for this project was \$40,591.00. Iowa Flatworks, Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$49,143.69. Attached is a bid tabulation for your reference. The project will be funded through assessment of the corresponding property owners.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Iowa Flatworks, Inc. in the amount of \$49,143.69. On September 19th, 2022, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

2022 Sidewalk Assessment Project (#8256557)										
Owner: Cedar Falls IA, City of										
08/19/2022 02:00 PM CDT										
Line Item	Item Code	Item Description	Units	Quantity	Engineer Estimate		Iowa Flatworks Inc		Brothers Cleaning	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-108-D-3	OFF SITE TOPSOIL	CY	17.25	\$100.00	\$1,725.00	\$110.00	\$1,897.50	\$35.00	\$603.75
2	7030-108-A-0	REMOVAL OF SIDEWALK	SY	217.1	\$40.00	\$8,684.00	\$85.99	\$18,668.43	\$23.00	\$4,993.30
3	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	SY	209.9	\$80.00	\$16,792.00	\$96.82	\$20,322.52	\$185.00	\$38,831.50
4	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	SY	7.2	\$150.00	\$1,080.00	\$117.60	\$846.72	\$205.00	\$1,476.00
5	8030-108-B-0	TEMPORARY TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$8,500.00	\$8,500.00
6	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDROAULIC SEEDING	SF	924	\$2.50	\$2,310.00	\$4.23	\$3,908.52	\$6.50	\$6,006.00
					Base Bid Total:	\$40,591.00		\$49,143.69		\$60,410.55



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: August 30, 2022

SUBJECT: Olive Street Box Culvert Replacement Project
 City Project Number: BR-106-3215
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to remove and replace the existing 2 span slab bridge at Olive Street with a twin box culvert. The existing bridge will be replaced with a box culvert extending from the existing College Street Culvert to the east side of Olive Street, downstream channel improvements will be incorporated, sidewalk improvements for walkability to the College Hill corridor, and placement of a new road above the culvert. The project will include improvements to the water main, storm sewer and sanitary sewer. Right-of-way acquired for the project will be used for culvert alignment and stream channel restorations. The project will require the acquisition of right-of-way, temporary and permanent easements. The owner of the following property has accepted the conveyance of the following parcel of land as described in the enclosed Purchaser's Affidavit and Warranty Deed:

Owner	Address/Parcel ID	Acquisition Type
Dwayne R. Eilers, II	2009 Olive Street	Fee Title

The City will use General Obligation and Tax Increment Financing for the design and right-of-way portion of this project. The City entered into a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, on January 6th, 2020 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY22 and FY23 under item number 80. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving and accepting the Purchaser's Affidavit and Warranty Deed for the Olive Street Box Culvert Replacement Project.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works

**PURCHASER'S AFFIDAVIT
Recorder's Cover Sheet**

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors: Karen B. Mukai as trustee of The Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014

Grantees: Dwayne R. Eilers II

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



PURCHASER'S AFFIDAVIT
(For use with property purchased from an inter vivos trust)

RE: See legal description attached

STATE OF IOWA, BLACK HAWK COUNTY, ss:

I, Dwayne R. Eilers II, being first duly sworn (or affirmed) under oath depose and state that I am the purchaser of the real estate described above. The purchaser has relied upon the Affidavit dated 2022-07-18, from Karen B. Mukai, trustee of the The Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014 trust. The purchaser has no notice or knowledge of any adverse claims arising out of the execution and recording of the deed from the trustee. This Affidavit is given to establish reliance on the Affidavit referred to above for all purposes contemplated under Iowa Code Section 614.14.

Dated 8-18-22.

Dwayne R. Eilers II
Dwayne R. Eilers II, Affiant

Signed and sworn to (or affirmed) before me on August 18, 2022, by Dwayne R. Eilers II.

Joanne Goodrich
Signature of Notary Public



ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 102

DWAYNE EILERS
P.O. BOX 583
WATERLOO, IOWA 50704

DESCRIPTION: ACQUISITION

A PARCEL OF LAND SITUATED IN PART OF LOT 2 OF BLOCK 13 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 13; THENCE SOUTH 00° (DEGREES) 48' (MINUTES) 45" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ALONG THE EAST LINE OF SAID LOTS 1 AND 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 113.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°48'45" EAST ALONG THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 19.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°23'42" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 131.98 FEET (132.00 FEET RECORD) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00°49'16" WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 19.00 FEET; THENCE NORTH 89°23'42" EAST, 131.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 2508 SQUARE FEET OR 0.06 ACRE.

**WARRANTY DEED
Recorder's Cover Sheet**

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors: Dwayne R. Eilers II

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Dwayne R. Eilers II, 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 Acquisition Plat and Legal Description 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.

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: 8-18-22

Dwayne R. Eilers II
Dwayne R. Eilers II, Grantor

STATE OF IOWA, COUNTY OF Black Hawk

This record was acknowledged before me on August 18, 2022 by Dwayne R. Eilers II, single.

Joanne Goodrich
Signature of Notary Public

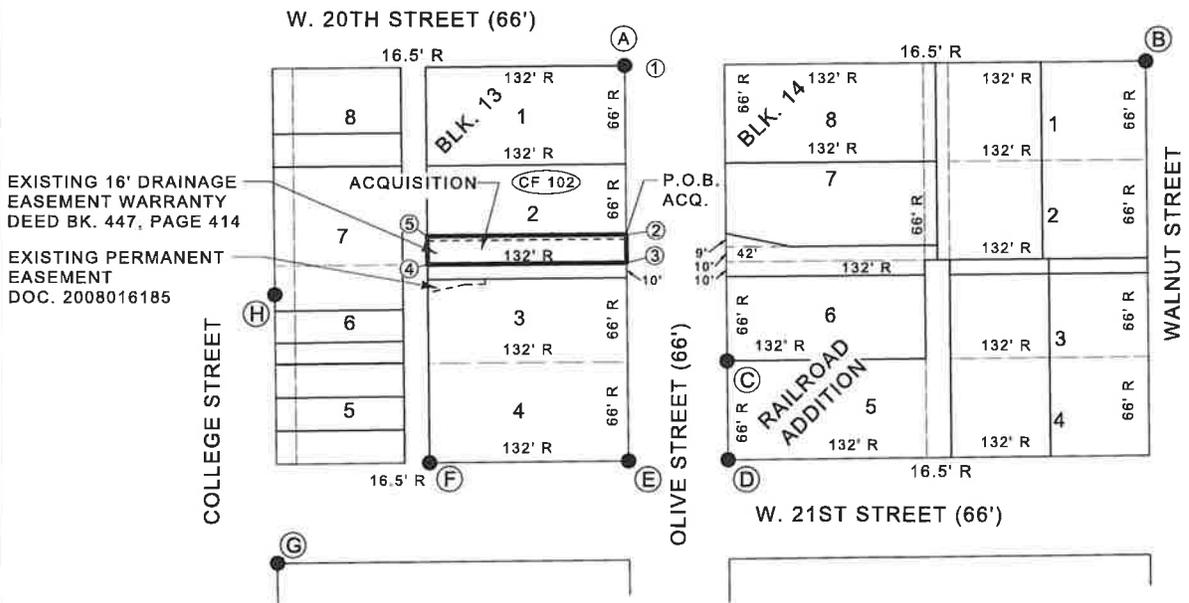


ACQUISITION PLAT
 ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 102

DWAYNE EILERS
 P.O. BOX 583
 WATERLOO, IOWA 50704

ACQUISITION - 2508 SQUARE FEET OR 0.06 ACRE

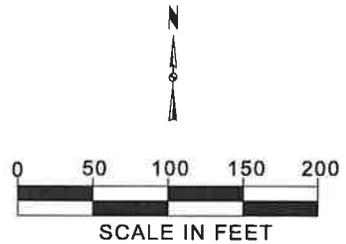
Property Pins Found	
A	Found 1" Pipe
B	Found Pin
C	Found Bent Rebar
D	Found 1" Pipe
E	Found 1/2" Rebar with Orange Cap 17162
F	Found PK Nail
G	Found 1" Pipe
H	Found PK Nail



EXISTING 16' DRAINAGE EASEMENT WARRANTY DEED BK. 447, PAGE 414

EXISTING PERMANENT EASEMENT DOC. 2008016185

BEARING - DISTANCE PARCEL CF 102 ACQUISITION			
1 TO 2	S 00° 48' 45" E	113.34'	
2 TO 3	S 00° 48' 45" E	19.00'	
3 TO 4	S 89° 23' 42" W	131.98'	132.00' RECORD
4 TO 5	N 00° 49' 16" W	19.00'	
5 TO 2	N 89° 23' 42" E	131.98'	



R = RECORD DISTANCE



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.
 Date: 3-17-2022
 MICHAEL R. FAGLE
 License number: 8505
 My license renewal date is December 31, 2022
 Pages or sheets covered by this seal:
 SHEETS 1 AND 2 OF 2

ACQUISITION PLAT
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 102

DWAYNE EILERS
P.O. BOX 583
WATERLOO, IOWA 50704

DESCRIPTION: ACQUISITION

A PARCEL OF LAND SITUATED IN PART OF LOT 2 OF BLOCK 13 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 13; THENCE SOUTH 00° (DEGREES) 48' (MINUTES) 45" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ALONG THE EAST LINE OF SAID LOTS 1 AND 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 113.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°48'45" EAST ALONG THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 19.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°23'42" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 131.98 FEET (132.00 FEET RECORD) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00°49'16" WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 19.00 FEET; THENCE NORTH 89°23'42" EAST, 131.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 2508 SQUARE FEET OR 0.06 ACRE.



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: August 26, 2022

SUBJECT: Main Street Reconstruction (6th to University)
 City Project Number: RC-000-3283
 Iowa DOT Project Number: STBG-SWAP-1185(652)—SG-07
 City-State Agreement, STBG-SWAP

Please find attached the Main Street Reconstruction Project Agreement for review and approval. The agreement will provide funding for the reconstruction project. The Main Street Reconstruction project will include reconstruction of Main Street from 6th Street to just south of University Ave. The existing four-lane roadway will be replaced with a three lane roadway and will add bike lanes. Included in the project will be the intersections at Seerley Boulevard, 18th Street, and 12th Street which will be replaced with single-lane roundabouts to improve the overall traffic safety and flow in all directions of travel. The project will also include improvements to the water main, sanitary sewer, storm sewer, sidewalks, and other miscellaneous roadway items.

The Surface Transportation Block Grant (STBG) Programming Agreement administered through the Iowa Department of Transportation will provide up to \$2,900,000.00 in STBG Federal-aid Swap Funds.

The Engineering Division of the Public Works Department recommends approval of the Main Street Reconstruction Project Agreement with the Iowa Department of Transportation. Please sign and return originals to the Engineering Division for further processing.

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

xc: Chase Schrage, Director of Public Works
 Luke Andreasen, PE, Principal Engineer

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: City of Cedar Falls

Project No.: STBG-SWAP-1185(657)--SG-07

Iowa DOT Agreement No.: 2-22-STBG-SWAP-019

This is an agreement between the City of Cedar Falls, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Eastern Region Local Systems Field Engineer, Kent L. Ellis. The Recipient's contact person shall be the City Engineer.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:
PCC Pavement-Grade and Replace On Main St, from 6th St South 1.35 Miles to north of University Ave
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$2,900,000 for the following phases of work as stipulated by the Iowa Northland Regional Council of Governments:
 - Preliminary Engineering
 - Construction Engineering
 - Right-of-Way
 - X Construction
 - Other (please specify) _____.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the Corridor Metropolitan Planning Organization current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Cedar Falls, and
that _____, who signed said Agreement for and on behalf of the city was duly
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____
day of _____, 20_____.

Signed _____ Date _____, 20____
City Clerk of Cedar Falls, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20____
Kent L. Ellis, P.E.
Local Systems Field Engineer
Eastern Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: September 6, 2022

SUBJECT: Main Street Reconstruction (6th St. to University)
City Project Number: RC-000-3283
Vacancy Agreements

As part of the Main Street Reconstruction Project, it was determined that the property containing two rental units at 1123/1125 Main Street needed to be acquired in order to accommodate the proposed roundabout at the Main Street/12th Street intersection. Part of the negotiations for the property buyout was that the owner would not renew the leases of any of its tenants. It would have cost the City approximately \$80,000 (\$10,000 per tenant) to relocate the eight (8) tenants from this apartment.

In lieu of paying to relocate the eight (8) tenants, our property acquisition consultant (JCG Land Service, Inc., sub-consultant to Foth Infrastructure & Environment, L.L.C.) has negotiated a Vacancy Agreement with the owner where the City will pay the rent for the vacant rental units until the closing date when the City takes ownership of the property. The Engineering Division of the Public Works department requests your consideration and approval of these Vacancy Agreements.

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

VACANCY AGREEMENT

County Black Hawk
Project Main Street Reconstruction
Parcel 197

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between K3D, LLC, hereinafter designated as the "Owner" and the City of Cedar Falls, hereinafter designated as the "Buyer."

The Owner agrees not to lease to any tenant the following described property situated on the above-referenced project, to wit:

1125 Main Street Cedar Falls, IA 50613

In consideration of the following terms, provisions, and conditions:

- 1. TIME PERIOD: The duration of this Agreement shall be from the 25th day of June, 2022 until the date of possession, by contract or condemnation. It is understood no extensions will be given.
- 2. CONSIDERATION: The Buyer shall pay an amount equal to the rental in the amount of \$ 1,500.00 per month for said vacant premises. Said consideration shall be paid every month for said vacant premises, in arrears, during the above-referenced time period. It is understood that any partial month payment shall be paid on a pro-rata basis.
- 3. TERMINATION: This agreement will be terminated without further notice, on the date described in item 1.

Nothing in this agreement shall be construed to create a landlord-tenant relationship between the Owner and the Buyer.

OWNER: K3D, LLC

BUYER: City of Cedar Falls

Ryan J. Buever Managing Member

8-24-22
Date

(319) 231-6585
Telephone

Date

Telephone

VACANCY AGREEMENT

County Black Hawk
Project Main Street Reconstruction
Parcel 197

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between K3D, LLC, hereinafter designated as the "Owner" and the City of Cedar Falls, hereinafter designated as the "Buyer."

The Owner agrees not to lease to any tenant the following described property situated on the above-referenced project, to wit:

1123 Main Street Cedar Falls, IA 50613

In consideration of the following terms, provisions, and conditions:

- 1. **TIME PERIOD:** The duration of this Agreement shall be from the 25th day of July, 2022 until the date of possession, by contract or condemnation. It is understood no extensions will be given.
- 2. **CONSIDERATION:** The Buyer shall pay an amount equal to the rental in the amount of \$ 1,500.00 per month for said vacant premises. Said consideration shall be paid every month for said vacant premises, in arrears, during the above-referenced time period. It is understood that any partial month payment shall be paid on a pro-rata basis.
- 3. **TERMINATION:** This agreement will be terminated without further notice, on the date described in item 1.

Nothing in this agreement shall be construed to create a landlord-tenant relationship between the Owner and the Buyer.

OWNER: K3D, LLC

BUYER: City of Cedar Falls

Ryan J. Krueger Managing Member

8-24-22 (319) 231-6585
Date Telephone

_____ Telephone



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: September 6, 2022

SUBJECT: Main Street Reconstruction (6th St. to University)
 City Project Number: RC-000-3283
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to reconstruct Main Street from 6th Street to University Avenue from a 4-lane roadway to a 3-lane roadway. Included in the project will be the intersections at Seerley Boulevard, 18th Street, 12th Street, and potentially 6th Street which will be replaced with single-lane roundabouts to improve the overall traffic safety and flow in all directions of travel. The project will also include improvements to the water main, sanitary sewer, storm sewer, sidewalks, and other miscellaneous roadway items. The project will require the acquisition of temporary easements from one-hundred twenty-nine (129) properties to complete construction. Partial acquisition for new city ROW will be required from nine (9) of these properties. In addition, two (2) total take acquisitions will be required to accommodate the new roundabout at the 12th/Main intersection. The owners of the following fourteen (14) properties have accepted our offer:

Parcel #	Owner	Address/Parcel ID	Acquisition Type
11	D&J Investments, Inc.	2604 Main Street	Temporary and Partial
29	2C Properties, LLC	2018 Main Street	Temporary and Partial
30	2C Properties, LLC	2010 Main Street	Temporary and Partial
41	T&R Rentals, LLC	1930 & 1932 Main Street	Temporary and Partial
45	Gracie Mae Properties L.C.	103 E. 18 th Street	Temporary and Partial
53-2	Permanent Planning, Inc.	1702 Main Street	Temporary
156	Casey's Marketing Company	601 Main Street	Temporary and Partial
197	K3D, LLC	1123 & 1125 Main Street	Total Take
204	D&V Holdings, LLC	1203 Main Street	Total Take
205	Tigerhawk Rentals, LLC	1209 Main Street	Temporary and Partial
206	Jonathan & Olivia Mossman	1217 Main Street	Temporary and Partial
291	Riverside Investments	2221 Main Street	Temporary
292	Riverside Investments	2301 Main Street	Temporary
300	D&J Investments, Inc.	7404 University Avenue	Temporary and Partial

Attached is a strip map of the entire project where these properties can be identified by parcel number.

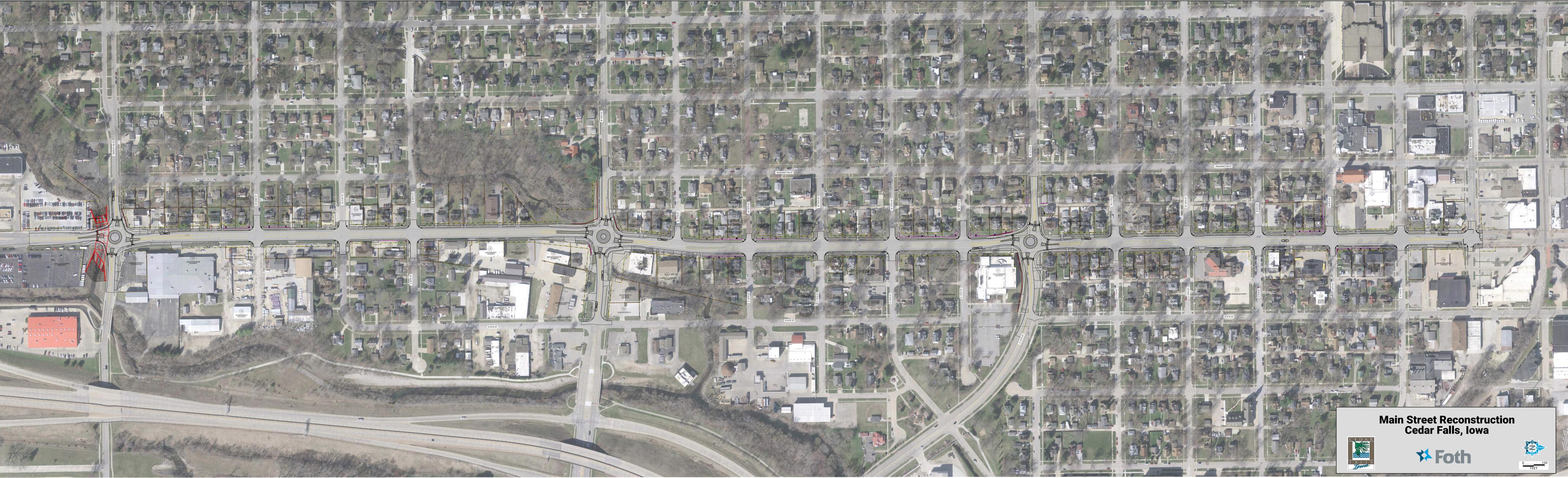
The City will use a combination of General Obligation and Street Construction Funds for the design and right of way portion of this project. The City entered into a Professional Services Agreement with Foth Infrastructure and Environmental, LLC, of Cedar Rapids, Iowa on July 19, 2021 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY22 - FY27 under item number 118. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the Main Street Reconstruction Project.

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

5/23/2022
\\fs1\pww\pww\external\pww\01\Documents\Cedar Falls IA\Main Street Reconstruction\CAD\Display\MainStreetMap_Ultimate_P18



**Main Street Reconstruction
Cedar Falls, Iowa**





CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 2604 Main St.
Parcel Number: 11
Project Number: RC-000-3283

County Tax Parcel No: 891413452033
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between D & J Investments, Inc., a corporation organized and existing under the laws of the State
of Iowa, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").

- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 39,100.00	on possession and conveyance	60 days after Buyer approval
\$ 39,100.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	312 sq. ft.	\$ 6,240.00
Underlying Fee Title	sq. ft.	\$ _____
Temporary Easement	10,047 sq. ft.	\$ 32,150.00
Permanent Easement	sq. ft.	\$ _____
Buildings		\$ _____
Severance Damages		\$ 702.00

- 4. Seller grants to the City Property in fee title and a Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed, and Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

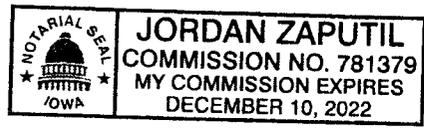
SELLER:

D & J Investments, Inc.

By: *[Signature]* Date 8-1-2022
 Title: President

By: _____ Date _____
 Title: _____

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 1 day of August, 2022, by Dan Deery as President of D&J Investments

[Signature]
 Signature of notarial officer

12/10/2022
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Index Legend	
Location:	SW SE, Section 13, Township 89 N, Range 14 W
Requestor:	City of Cedar Falls
Proprietor:	D and J Investments, Inc.
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 11-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2604 MAIN STREET
 PARCEL 11

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

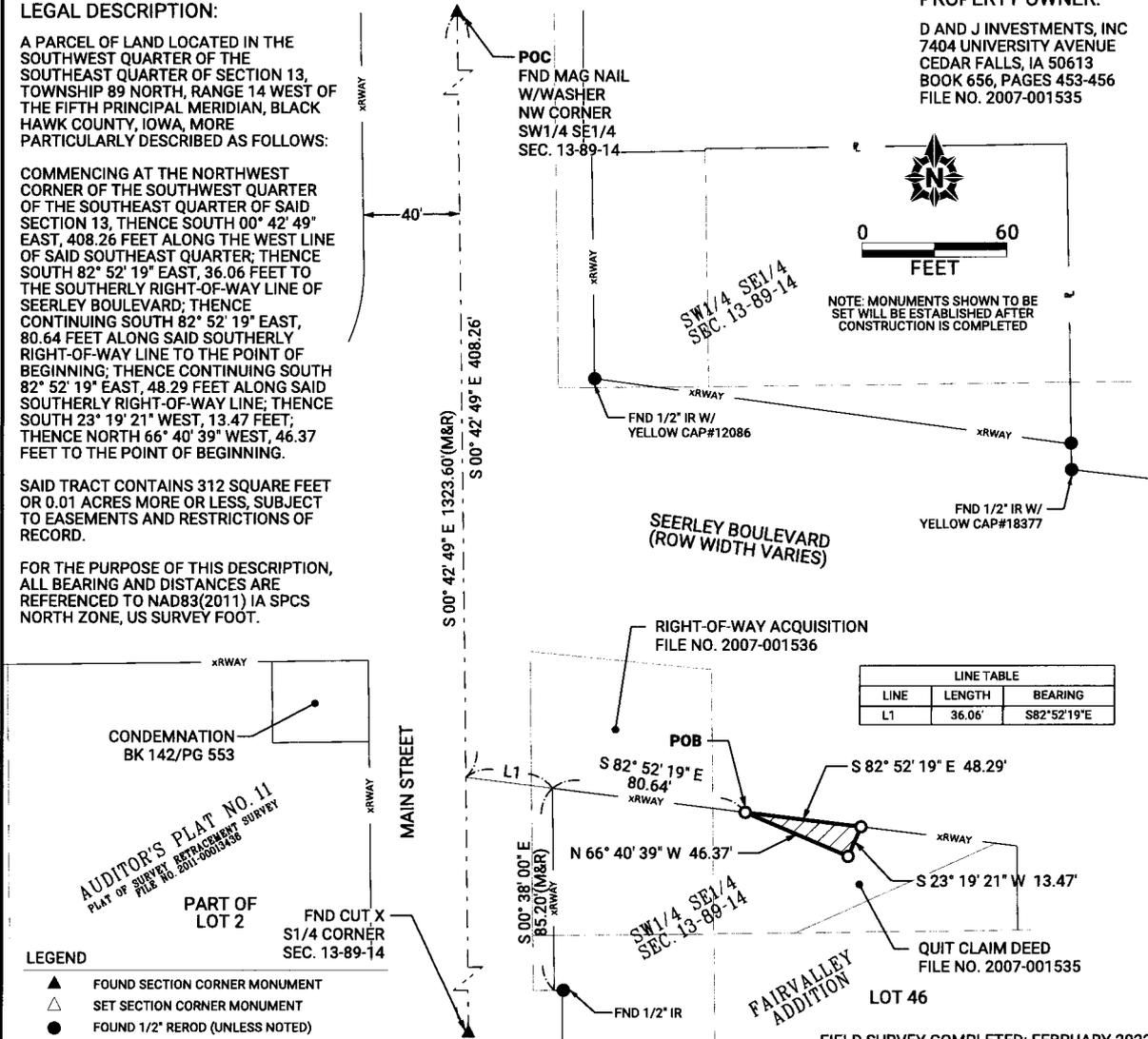
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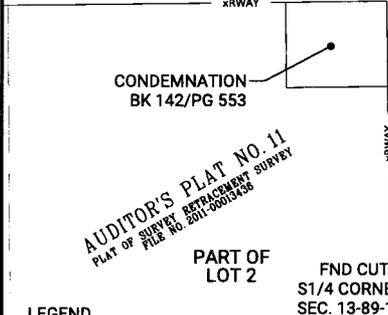
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PROPERTY OWNER:

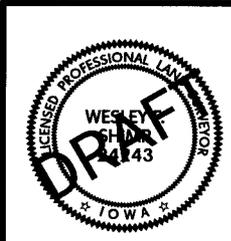
D AND J INVESTMENTS, INC
 7404 UNIVERSITY AVENUE
 CEDAR FALLS, IA 50613
 BOOK 656, PAGES 453-456
 FILE NO. 2007-001535



LINE TABLE		
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L1	36.06'	S82°52'19"E



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 - △ SET SECTION CORNER MONUMENT
 - FOUND 1/2" REROD (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - (D) DEEDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - XRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - - - PROPERTY LINE
 - ▨ PROPOSED RIGHT-OF-WAY ACQUISITION



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

WESLEY F. SHIMP, P.L.S. _____ DATE _____
 License Number: 24243
 My license renewal date is DECEMBER 31, 2022
 Pages or sheets covered by this seal: _____

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/6/2022



SHEET
 1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 11-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION

2604 MAIN STREET
PARCEL 11

PROPERTY OWNER:

D AND J INVESTMENTS, INC
7404 UNIVERSITY AVENUE
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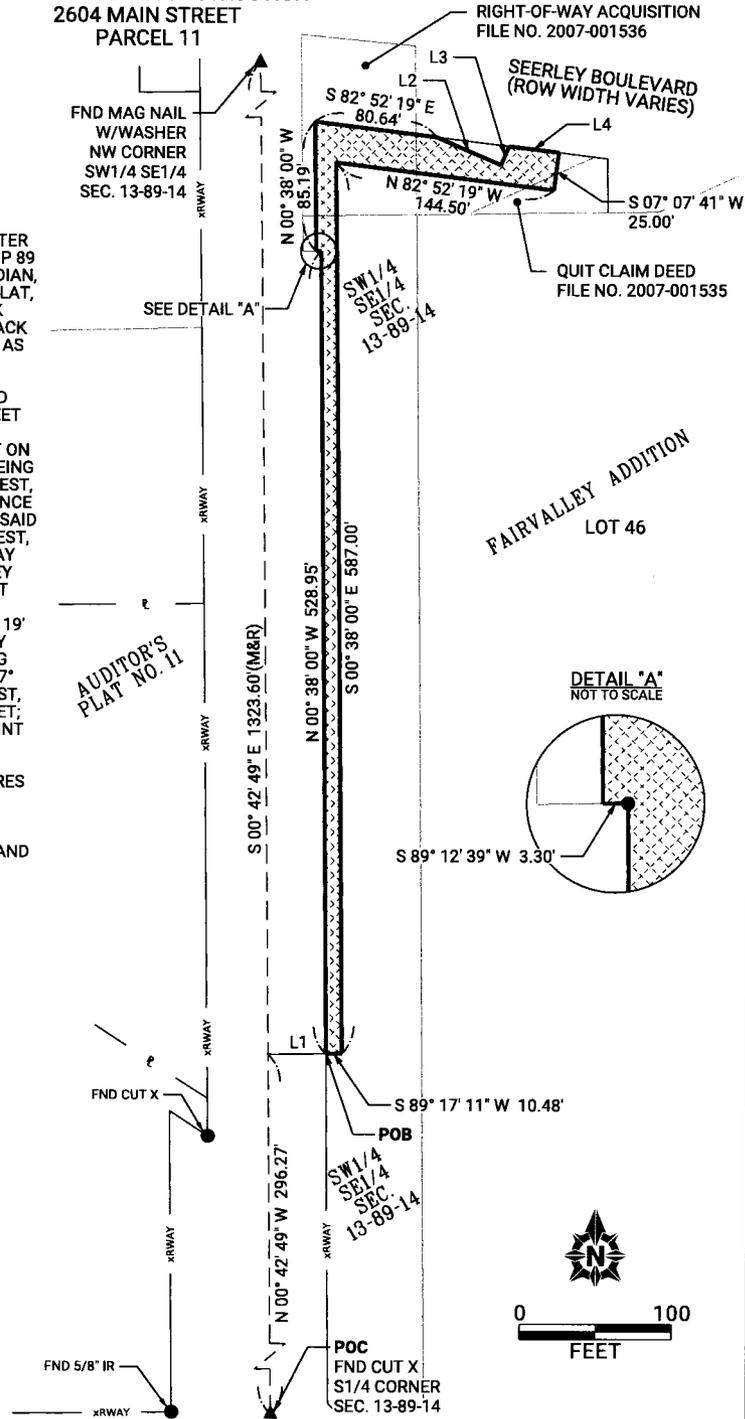
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- ▲ FOUND SECTION CORNER MONUMENT
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- I.P. IRON PIPE
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- - - EXISTING LOT LINE
- e - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
• Phone: 319-365-9565 •

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this ____ day of _____, 20__, by D & J Investments, Inc., a corporation organized and existing under the laws of the State of Iowa ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

D & J Investments, Inc.

By: [Signature] Date 8-1-2022
Title: President

By: _____ Date _____
Title: _____

State of Iowa)
County of Black Hawk)

This record was acknowledged before me on the 1 day of August,
2022 by Dem Deery, as President of
D & J Investments

[Signature]
Signature of notarial officer



[_____]
Title of Office

[My commission expires: 12/10/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 11-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS

MAIN STREET RECONSTRUCTION

2604 MAIN STREET
PARCEL 11

PROPERTY OWNER:

D AND J INVESTMENTS, INC
7404 UNIVERSITY AVENUE
CEDAR FALLS, IA 50613
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FILE NO. 2007-001535

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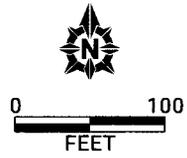
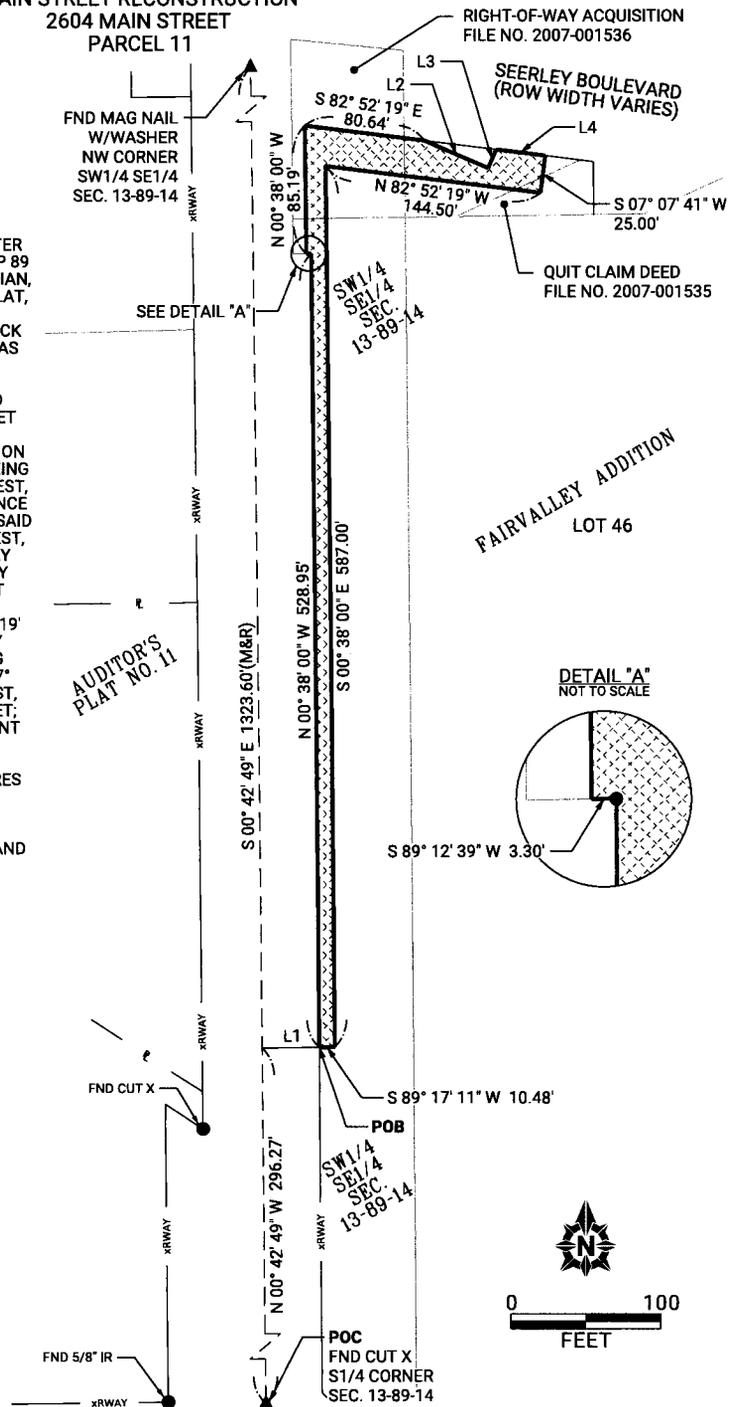
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SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
Phone: 319-365-9565

SHEET
1 OF 1

Index Legend

Location:	SW SE, Section 13, Township 89 N, Range 14 W
Requestor:	City of Cedar Falls
Proprietor:	D and J Investments, Inc.
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

Item 24.

ACQUISITION PLAT

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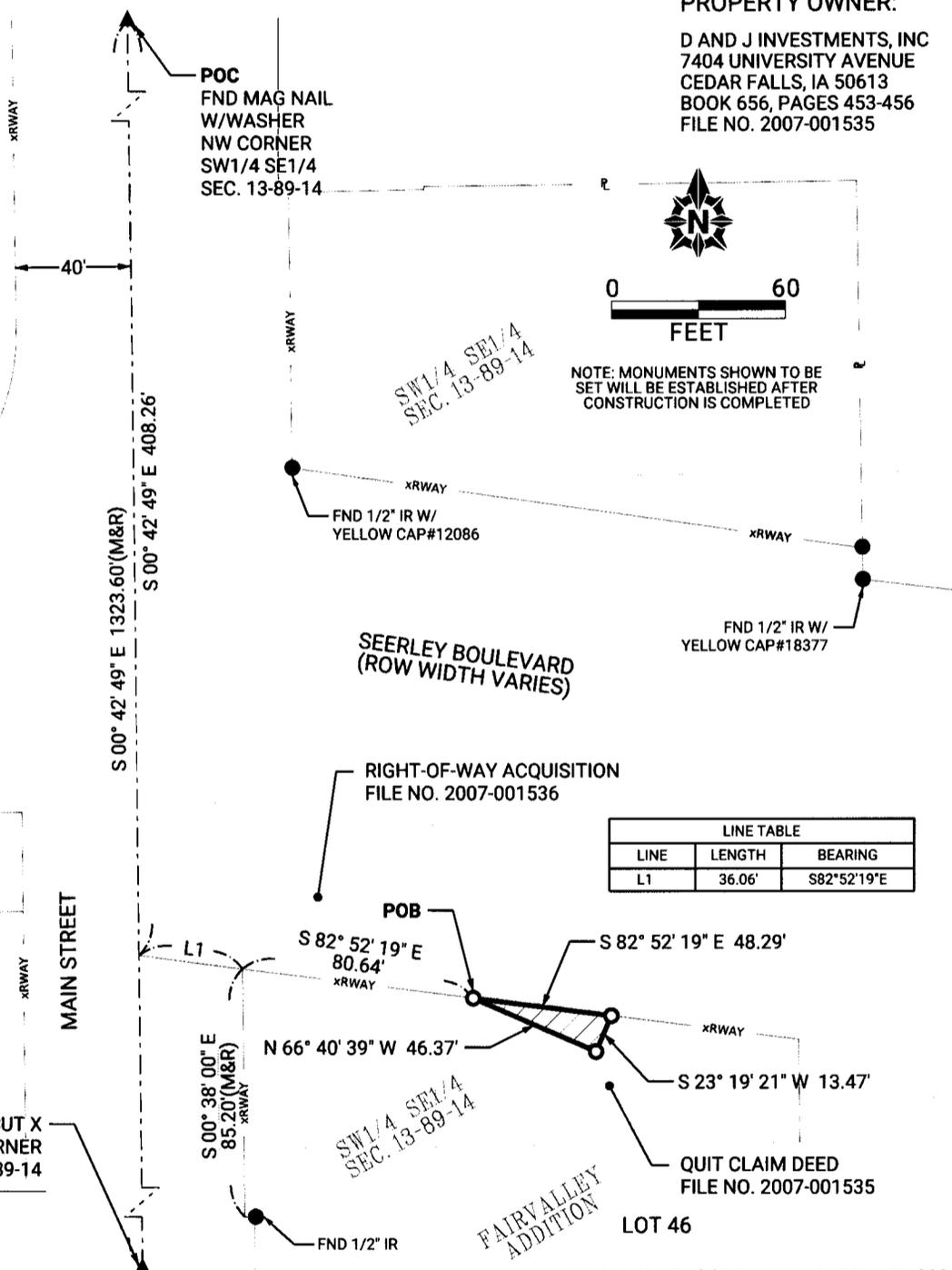
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L1	36.06'	S82°52'19"E

CONDEMNATION BK 142/PG 553

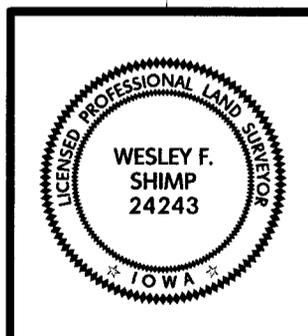
AUDITOR'S PLAT NO. 11
 PLAT OF SEERLEY RETRACTION SURVEY
 FILE NO. 2011-00015435

PART OF LOT 2

FND CUT X S1/4 CORNER SEC. 13-89-14

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION



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

Wesley Shimp 8/11/2022
 WESLEY F. SHIMP, P.L.S. DATE
 License Number: 24243
 My license renewal date is DECEMBER 31, 2022
 Pages or sheets covered by this seal:
 1 of 1

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 201

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 2018 Main St.
Parcel Number: 29
Project Number: RC-000-3283**

**County Tax Parcel No: 891413402018
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202__,
by and between 2C Properties, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,550.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,550.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	<u>13</u> sq. ft.	\$ <u>130.00</u>
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,511</u> sq. ft.	\$ <u>2,420.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

- 4. Seller grants to the City a Fee Acquisition, and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
 - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
 - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: 2C Properties, LLC

Karen Roth
 By: Karen Roth
 Title: Manager/Owner

John T. Roth
 By: [Signature]
 Title: Co-Owner

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 25 day of May, 2022, by Karen Roth and John Roth as owner and co-owner of 2C Properties LLC.

[Signature]
 Signature of notarial officer

June 1, 2023
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 29-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2018 MAIN STREET
 PARCEL 29

PROPERTY OWNER:

2C PROPERTIES, LLC
 P.O. BOX 218
 CEDAR FALLS, IA 50613
 FILE NO. 2015-00010374

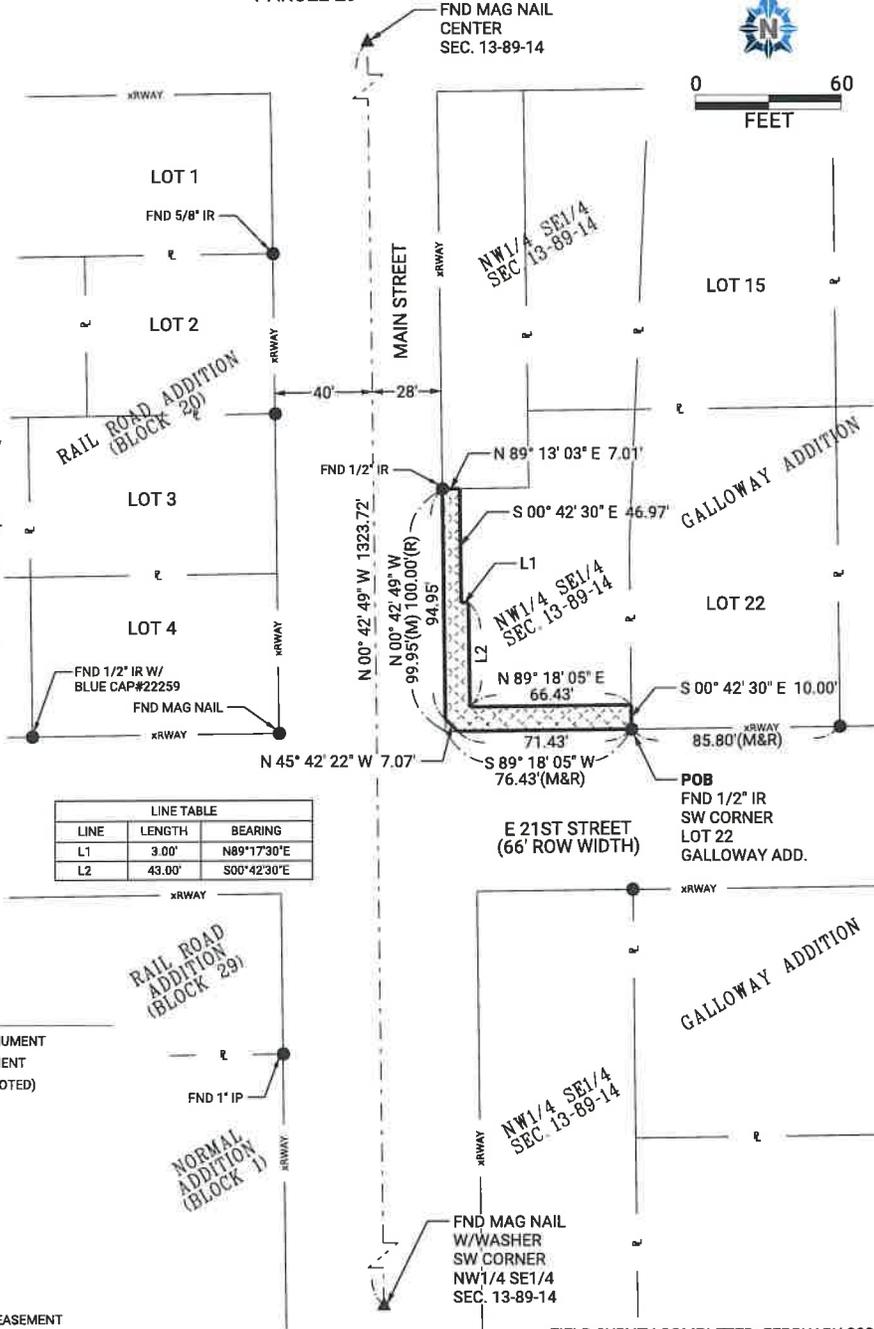
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 OF GALLOWAY ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK I, PAGE 108 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 89° 18' 05" WEST, 71.43 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF E 21ST STREET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 18' 05" WEST, 5.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 49" WEST, 5.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE SOUTH 45° 42' 22" EAST, 7.07 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,511 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	3.00'	N89°17'30"E
L2	43.00'	S00°42'30"E

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℓ- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by 2C Properties, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

2C Properties, LLC

X Karen Roth 5/25/22
Date

By: Karen Roth

Title: Manager/Owner

X [Signature] 5/25/22
Date

By: John Roth

Title: Co-owner

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 25 day of May, 2022, by Karen Roth and John Roth, as owner and co-owner of 2C Properties LLC.

[Signature]
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 29-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2018 MAIN STREET
 PARCEL 29

PROPERTY OWNER:

2C PROPERTIES, LLC
 P.O. BOX 218
 CEDAR FALLS, IA 50613
 FILE NO. 2015-00010374

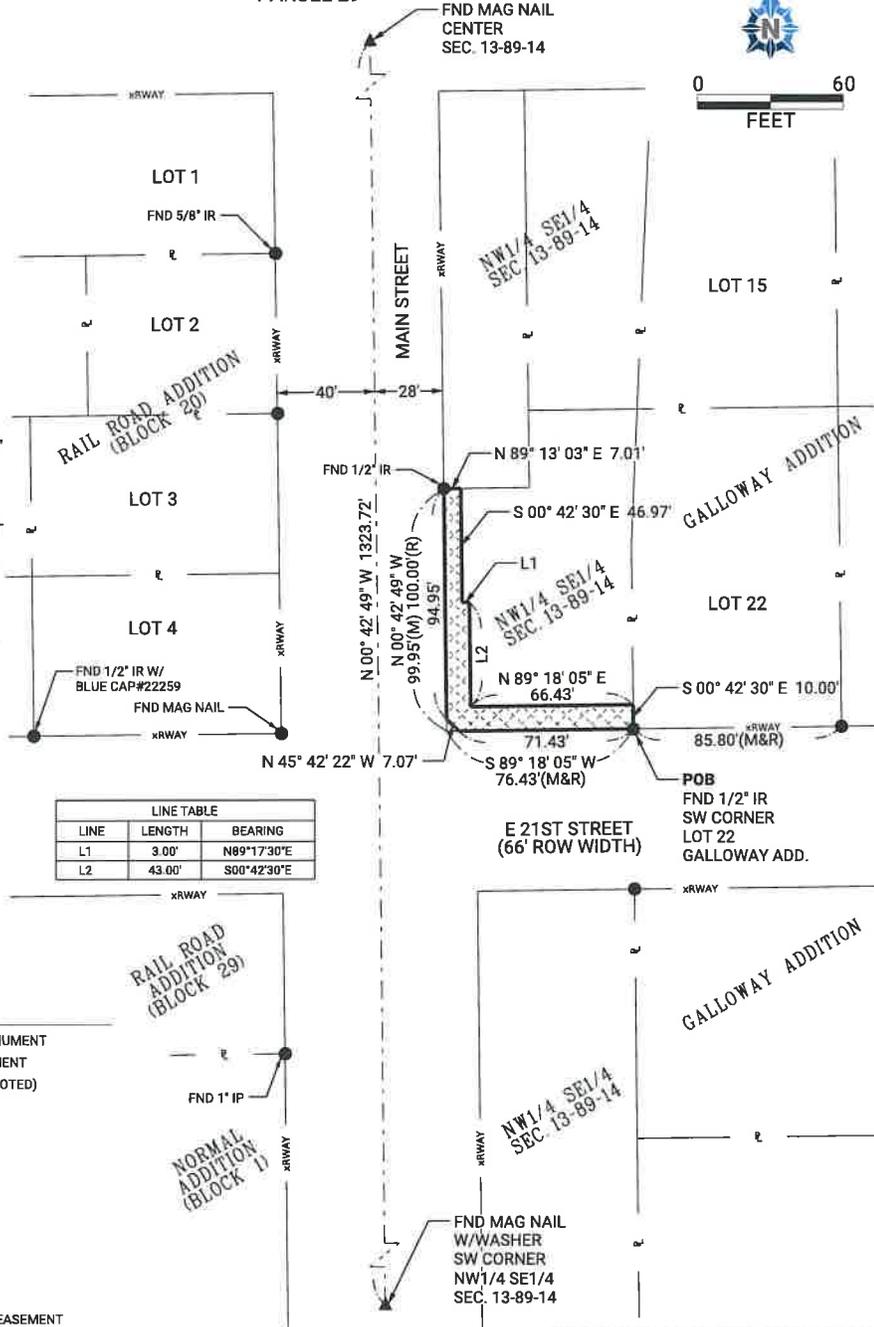
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 OF GALLOWAY ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK I, PAGE 108 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 89° 18' 05" WEST, 71.43 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF E 21ST STREET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 18' 05" WEST, 5.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 49" WEST, 5.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE SOUTH 45° 42' 22" EAST, 7.07 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,511 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	3.00'	N89°17'30"E
L2	43.00'	S00°42'30"E

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- r- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

Index Legend	
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	2C Properties, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 29-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2018 MAIN STREET
 PARCEL 29

PROPERTY OWNER:

2C PROPERTIES, LLC
 PO BOX 218
 CEDAR FALLS, IA 50613
 FILE NO. 2015-00010374

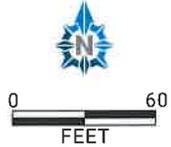
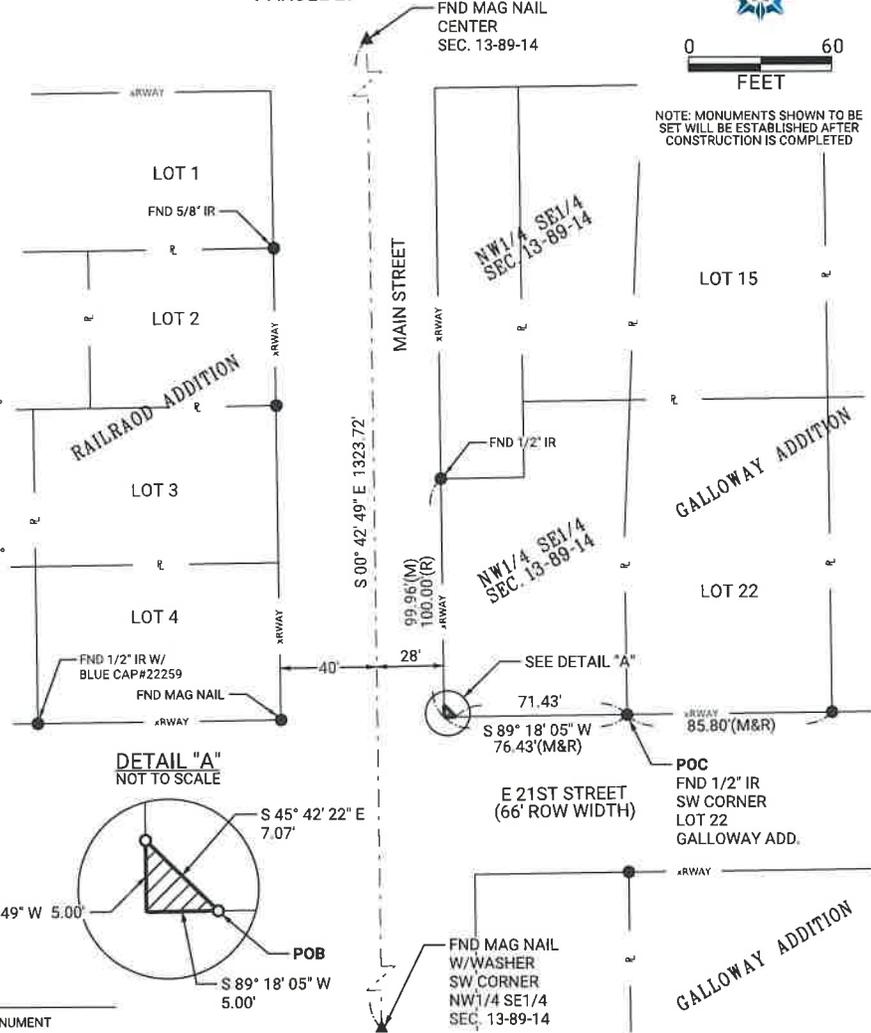
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

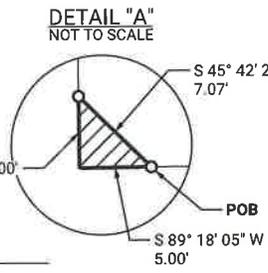
COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 OF GALLOWAY ADDITION, AN OFFICIAL PLAT TO THE CITY OF CEDAR FALLS, THENCE SOUTH 89° 18' 05" WEST, 71.43 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF E 21ST STREET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 18' 05" WEST, 5.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 49" WEST, 5.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE SOUTH 45° 42' 22" EAST, 7.07 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 12.5 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- - - - - RIGHT-OF-WAY LINE
- - - - - EXISTING LOT LINE
- - - - - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

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



WESLEY F. SHIMP, P.L.S. DATE: _____
 License Number: 24243
 My license renewal date is DECEMBER 31, 2022
 Pages or sheets covered by this seal: _____

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 2010 Main St.
Parcel Number: 30
Project Number: RC-000-3283**

**County Tax Parcel No: 891413402015
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_,
by and between 2C Properties, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>3,690.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>3,690.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	<u>13</u>	sq. ft.	\$ <u>130.00</u>
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>2,225</u>	sq. ft.	\$ <u>3,560.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

- 4. Seller grants to the City a Fee Acquisition, and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
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- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
 - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: 2C Properties, LLC

Karen Roth

[Signature]

By: Karen Roth

By: John T. Roth

Title: Manager/Owner

Title: Co-owner

State of Iowa
County of Black Hawk



This record was acknowledged before me on the 25 day of May, 2022, by Karen Roth and John Roth as Owner and Co-owner of 2c Properties LLC.

[Signature]
Signature of notarial officer

June 1, 2023
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 30-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 30

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 15 OF GALLOWAY ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK I, PAGE 108 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 89° 19' 13" WEST, 51.66 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 20TH STREET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 43' 46" EAST, 10.00 FEET; THENCE SOUTH 89° 19' 13" WEST, 25.01 FEET; THENCE SOUTH 00° 42' 49" EAST, 109.50 FEET; THENCE NORTH 89° 17' 30" EAST, 8.00 FEET; THENCE SOUTH 00° 42' 49" EAST, 44.00 FEET; THENCE SOUTH 89° 13' 03" WEST, 18.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 49" WEST, 158.53 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 44° 18' 12" EAST, 7.07 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89° 19' 13" EAST, 30.01 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,225 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

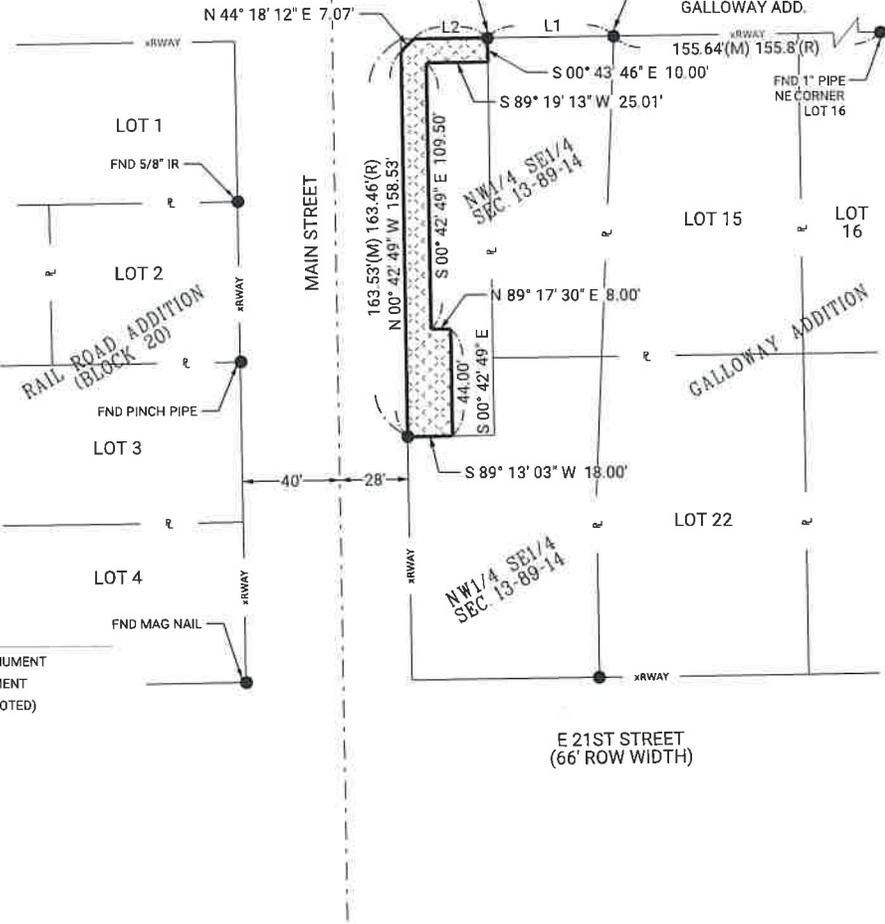
RAIL ROAD ADDITION (BLOCK 5)

LINE TABLE		
LINE	LENGTH	BEARING
L1(M&R)	51.66'	S89°19'13"W
L2	30.01'	N89°19'13"E



PROPERTY OWNER:

2C PROPERTIES, LLC
 PO BOX 218
 CEDAR FALLS, IA 50613
 FILE NO. 2015-00021489



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1/2" ROD (UNLESS NOTED)
 - SET 1/2" ROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - - - PROPERTY LINE
 - XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

Index Legend	
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	2C Properties, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 30-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
PARCEL 30

PROPERTY OWNER:

2C PROPERTIES, LLC
PO BOX 218
CEDAR FALLS, IA 50613
FILE NO. 2015-00021489

LEGAL DESCRIPTION:

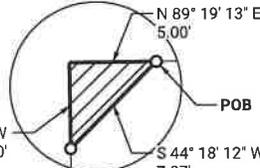
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 15 OF GALLOWAY ADDITION, AN OFFICIAL PLAT TO THE CITY OF CEDAR FALLS, THENCE SOUTH 89° 19' 13" WEST, 81.67 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 20TH STREET TO THE POINT OF BEGINNING; THENCE SOUTH 44° 18' 12" WEST, 7.07 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 49" WEST, 5.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO SAID SOUTH RIGHT-OF-WAY LINE OF E 20TH STREET; THENCE NORTH 89° 19' 13" EAST, 5.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

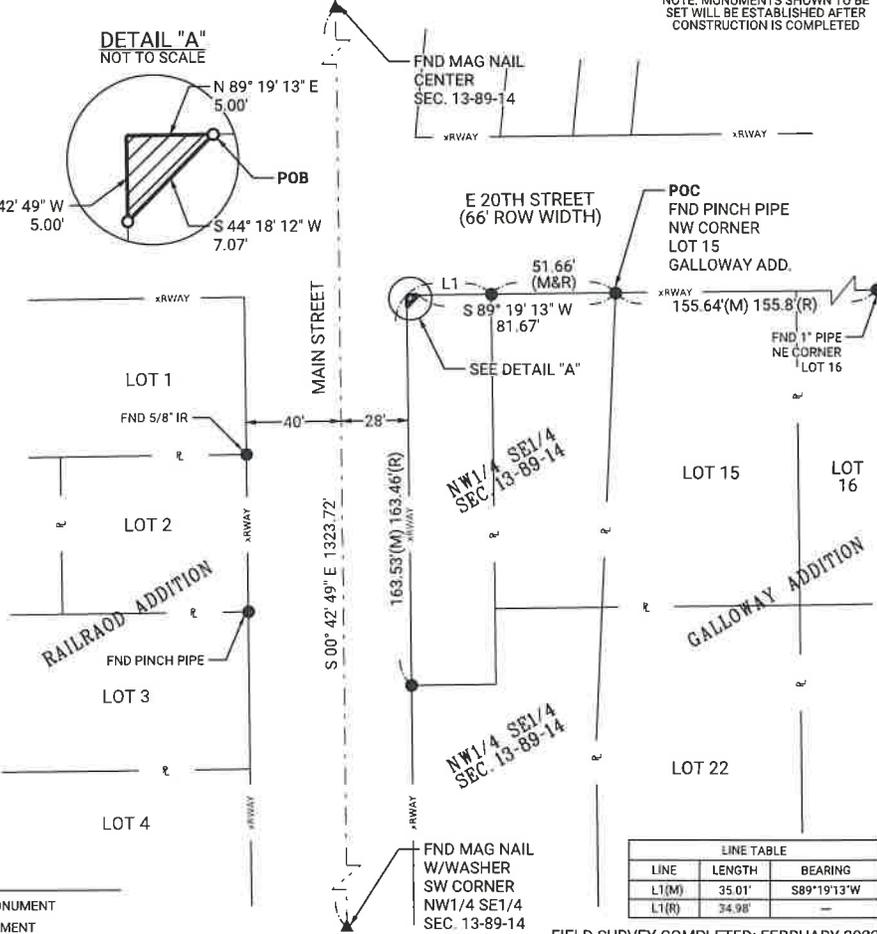
SAID TRACT CONTAINS 12.5 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

DETAIL "A"
NOT TO SCALE



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

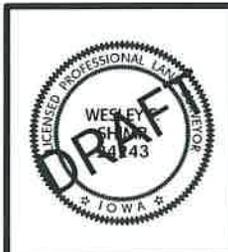


LINE TABLE		
LINE	LENGTH	BEARING
L1(M)	35.01'	S89°19'13"W
L1(R)	34.98'	—

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FIELD SURVEY COMPLETED: FEBRUARY 2022



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

WESLEY F. SHIMP, P.L.S. _____ DATE _____
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal: _____

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 3/4/2022

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
Phone: 319-365-9565

SHEET
1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20__, by 2C Properties, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

2C Properties, LLC

X Karen Roth 5/25/22
Date

By: Karen Roth

Title: Manager/Owner

X [Signature] 5/25/22
Date

By: John T Roth

Title: Co-owner

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 25 day of May, 2022, by Karen Roth and John Roth, as Owner and co-owner of 2C Properties LLC.

[Signature]
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 30-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 30

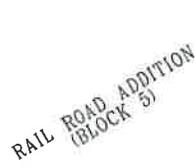
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 15 OF GALLOWAY ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK I, PAGE 108 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 89° 19' 13" WEST, 51.66 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 20TH STREET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 43' 46" EAST, 10.00 FEET; THENCE SOUTH 89° 19' 13" WEST, 25.01 FEET; THENCE SOUTH 00° 42' 49" EAST, 109.50 FEET; THENCE NORTH 89° 17' 30" EAST, 8.00 FEET; THENCE SOUTH 00° 42' 49" EAST, 44.00 FEET; THENCE SOUTH 89° 13' 03" WEST, 18.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 49" WEST, 158.53 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 44° 18' 12" EAST, 7.07 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89° 19' 13" EAST, 30.01 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,225 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

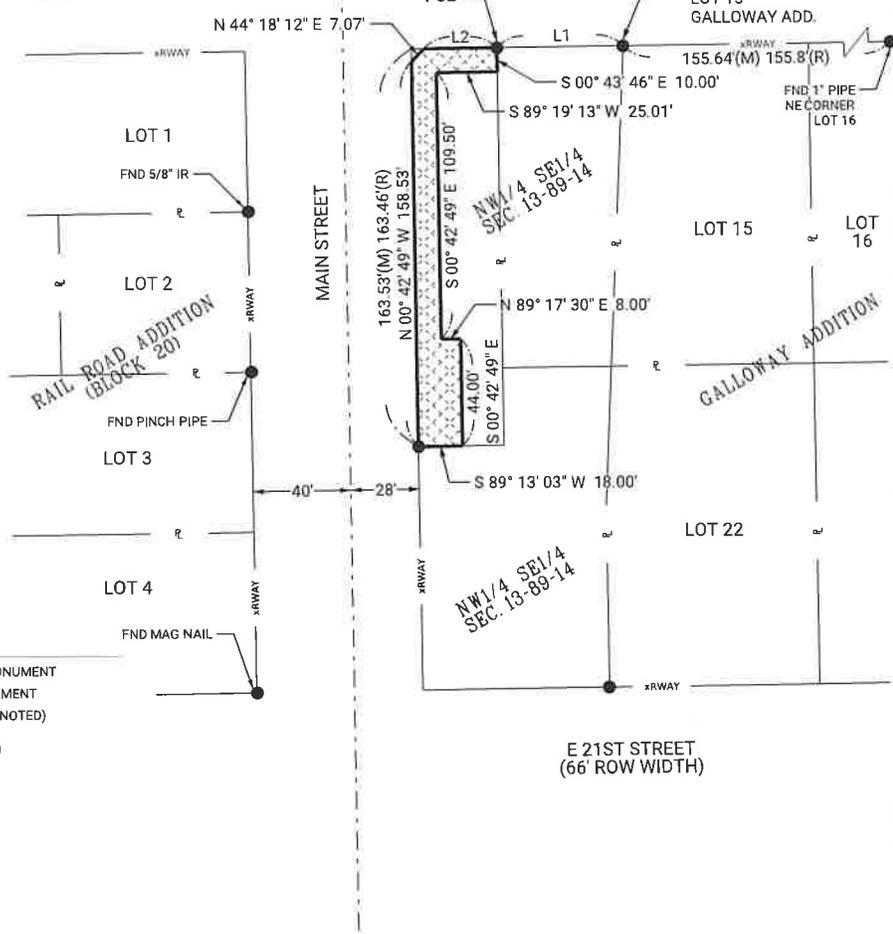
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LINE TABLE		
LINE	LENGTH	BEARING
L1(M&R)	51.66'	S89°19'13"W
L2	30.01'	N89°19'13"E



PROPERTY OWNER:
 2C PROPERTIES, LLC
 PO BOX 218
 CEDAR FALLS, IA 50613
 FILE NO. 2015-00021489



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1/2" REROD (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - - - SECTION LINE
 - xRWAY - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - r - PROPERTY LINE
 - [X-X-X-X] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1930 & 1932 Main St.
Parcel Number: 41
Project Number: RC-000-3283**

**County Tax Parcel No: 891413401013
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_,
by and between T & R Rentals, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,025.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,025.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	<u>15</u> sq. ft.	\$ <u>150.00</u>
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>544</u> sq. ft.	\$ <u>875.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

- 4. Seller grants to the City a Fee Acquisition, and Temporary Easement as shown on the attached acquisition plat and/or temporary easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: T & R Rentals, L.L.C.

Ross J. McDermott 5/25/22
 By: ROSS J. McDermott Date
 Title: PRESIDENT

Tammy S. McDermott 5/25/22
 By: Tammy S. McDermott Date
 Title: VP

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 25 day of May, 2022, by Ross McDermott and Tammy McDermott as President and vice President of T and R Rentals LLC.

Brianna Keeney
 Signature of notarial officer

June 1, 2023
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Ind. gend
Location: NW SE, Section 13, Township 89N, Range 14W
Requestor: City of Cedar Falls
Proprietor: T & R Rentals, LLC
Surveyor: Wesley Shimp
Surveyor Company: Foth Infrastructure & Environment, LLC
Return To: 411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 41-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1930 MAIN STREET
PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
6969 LEVERSEE ROAD
CEDAR FALLS, IA 50613
FILE NO. 2018-00011906

LEGAL DESCRIPTION:

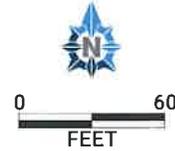
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COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 29' 49" EAST, 31.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY A DISTANCE OF 15.13 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY WITH A CENTRAL ANGLE OF 00° 17' 50", ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 06° 51' 50" EAST, 15.13 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 15.00 FEET; THENCE SOUTH 89° 29' 49" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

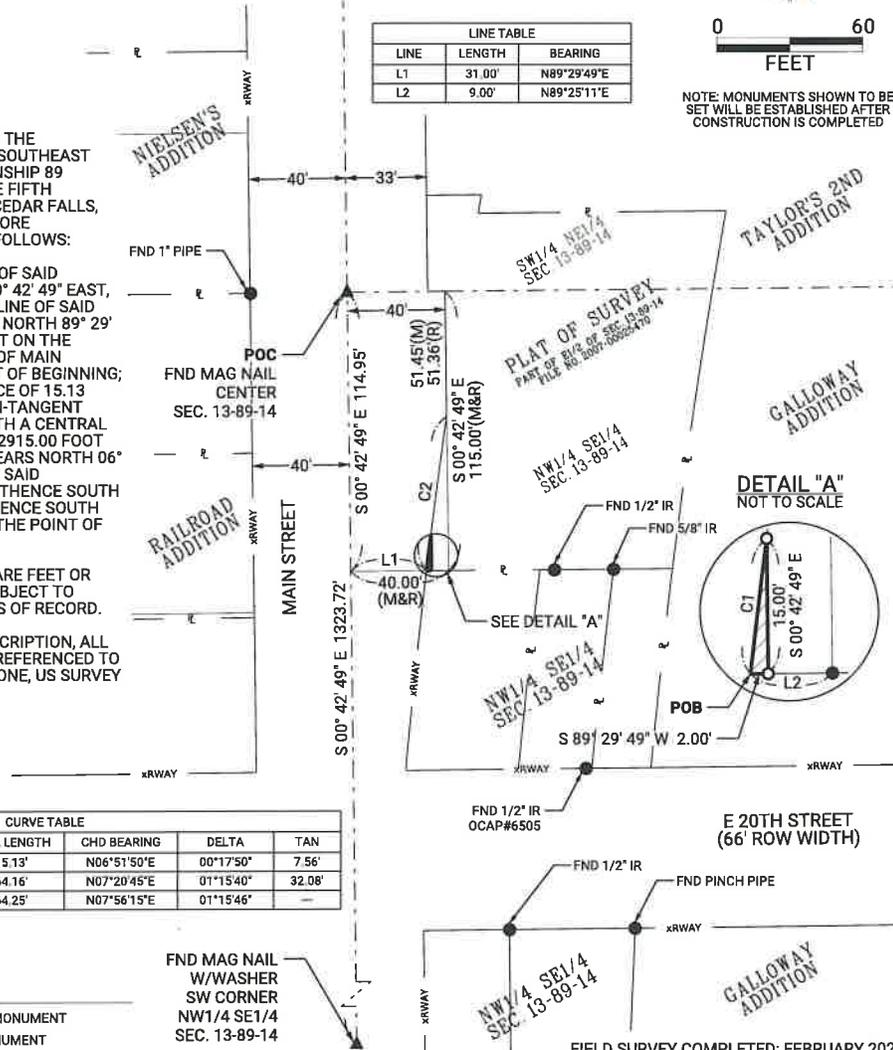
SAID TRACT CONTAINS 15 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE	LENGTH	BEARING
L1	31.00'	N89°29'49"E
L2	9.00'	N89°25'11"E



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

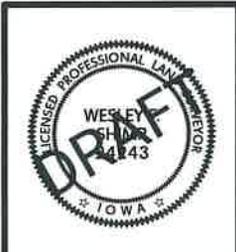


CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	15.13'	2915.00'	15.13'	N06°51'50"E	00°17'50"	7.56'
C2(M)	64.16'	2915.00'	64.16'	N07°20'45"E	01°15'40"	32.08'
C2(R)	64.25'	2914.93'	64.25'	N07°56'15"E	01°15'46"	—

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND P.K. NAIL (UNLESS NOTED)
 - SET 1/2" RED OD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - r - PROPERTY LINE
 - ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FND MAG NAIL
W/WASHER
SW CORNER
NW1/4 SE1/4
SEC. 13-89-14

FIELD SURVEY COMPLETED: FEBRUARY 2022



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

WESLEY F. SHIMP, P.L.S. DATE
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



SHEET
1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

LEGAL DESCRIPTION PARCEL "A":

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 89° 25' 11" EAST, 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 27" WEST, 7.58 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 42' 27" WEST, 32.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 10.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 31.98 FEET; THENCE SOUTH 89° 17' 33" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

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A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89° 29' 49" EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 15.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHEASTERLY A DISTANCE OF 11.00 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 00° 12' 59", ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 07° 07' 15" EAST, 11.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 17' 11" EAST, 7.47 FEET; THENCE SOUTH 00° 42' 49" EAST, 25.94 FEET; THENCE SOUTH 89° 29' 49" WEST, 8.98 FEET TO THE POINT OF BEGINNING.

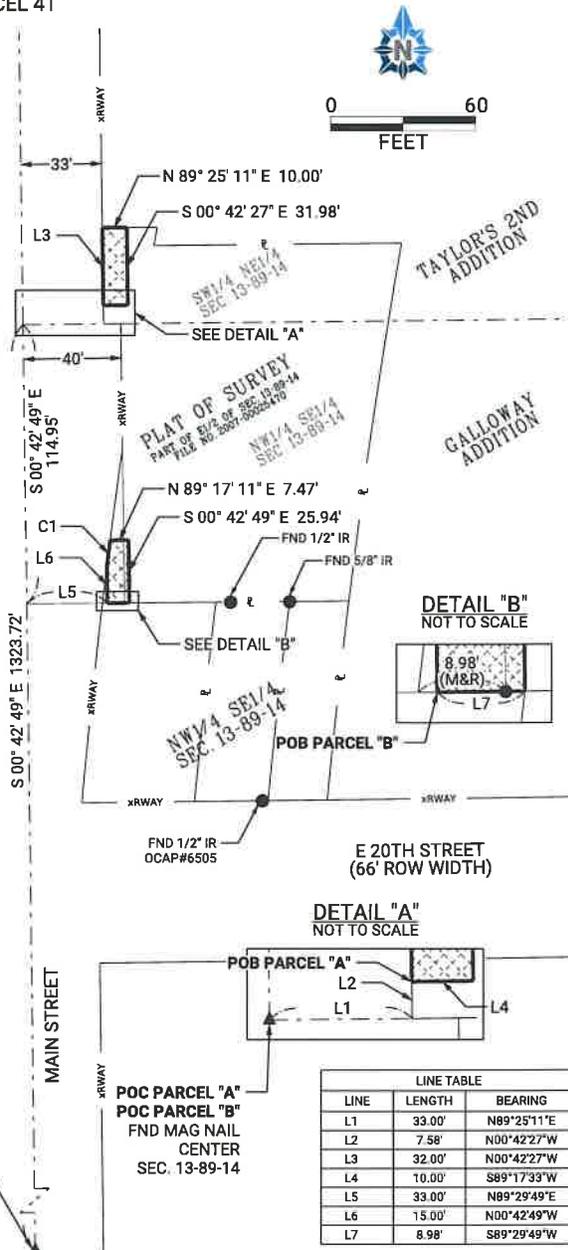
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FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" REDD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- & - PROPERTY LINE
- ⊗ TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SW CORNER
 NW1/4 SE1/4
 SEC. 13-89-14



LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E
L2	7.58'	N00°42'27"W
L3	32.00'	N00°42'27"W
L4	10.00'	S89°17'33"W
L5	33.00'	N89°29'49"E
L6	15.00'	N00°42'49"W
L7	8.98'	S89°29'49"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	11.00'	2915.00'	11.00'	N07°07'15"E	00°12'59"	5.50'

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

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

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by T & R Rentals, L.L.C. (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

T & R Rentals, L.L.C.

X Ross J. McDermott 5/25/22
Date

By: Ross J. McDermott

Title: PRESIDENT

X Tammy S McDermott 5/25/22
Date

By: Tammy S McDermott

Title: VP

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 25 day of May, 2022, by Ross McDermott and Tammy McDermott as President and vice president of T and R Rentals LLC.

Brianna Keeney
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

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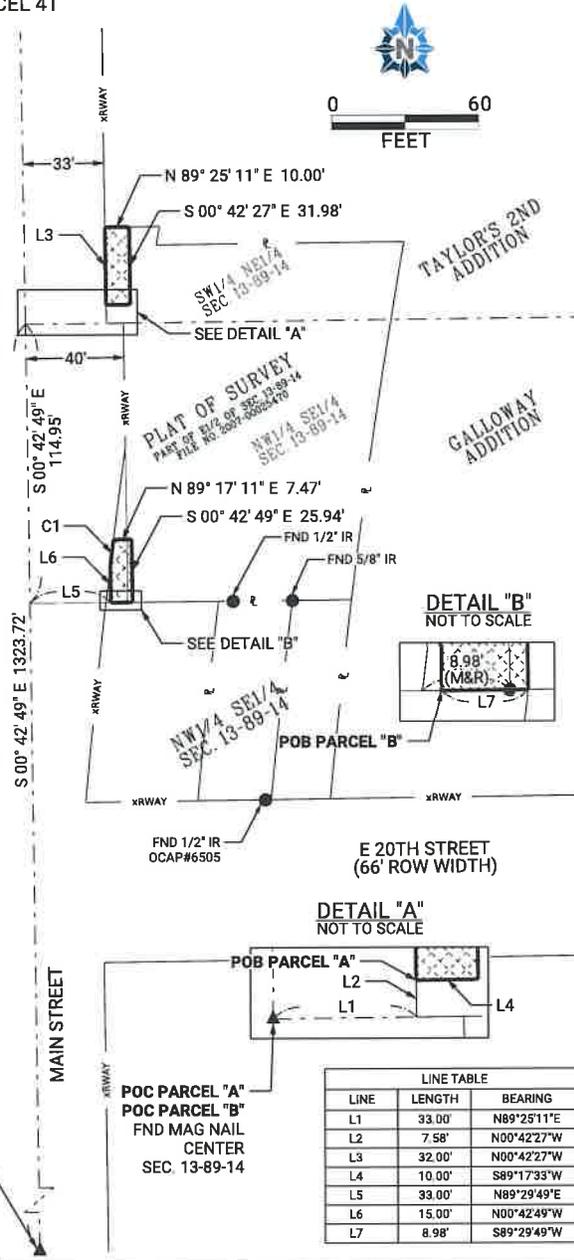
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FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 1930 & 1932 Main St.
Parcel Number: 41
Project Number: RC-000-3283

County Tax Parcel No: 891413401013
Project Name: Main Street Reconstruction

THIS AGREEMENT is entered into on this _____ day of _____, 202_, by and between Denise Aves, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises: See Attached Temporary Easement Plat Exhibit
2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: T & R Rentals, L.L.C. ("Owner").

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
4. Seller grants to the City a temporary construction easement as shown on the attached acquisition plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except: _____.
11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Denise Aves

Denise Aves 6/16/22
Date

Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 16 day of June, 2022, by Denise Aves

Brianna Keeney
Signature of notarial officer

June 1, 2023
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Index and	
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	T & R Rentals, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 41-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1930 MAIN STREET
PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
6969 LEVERSEE ROAD
CEDAR FALLS, IA 50613
FILE NO. 2018-00011906

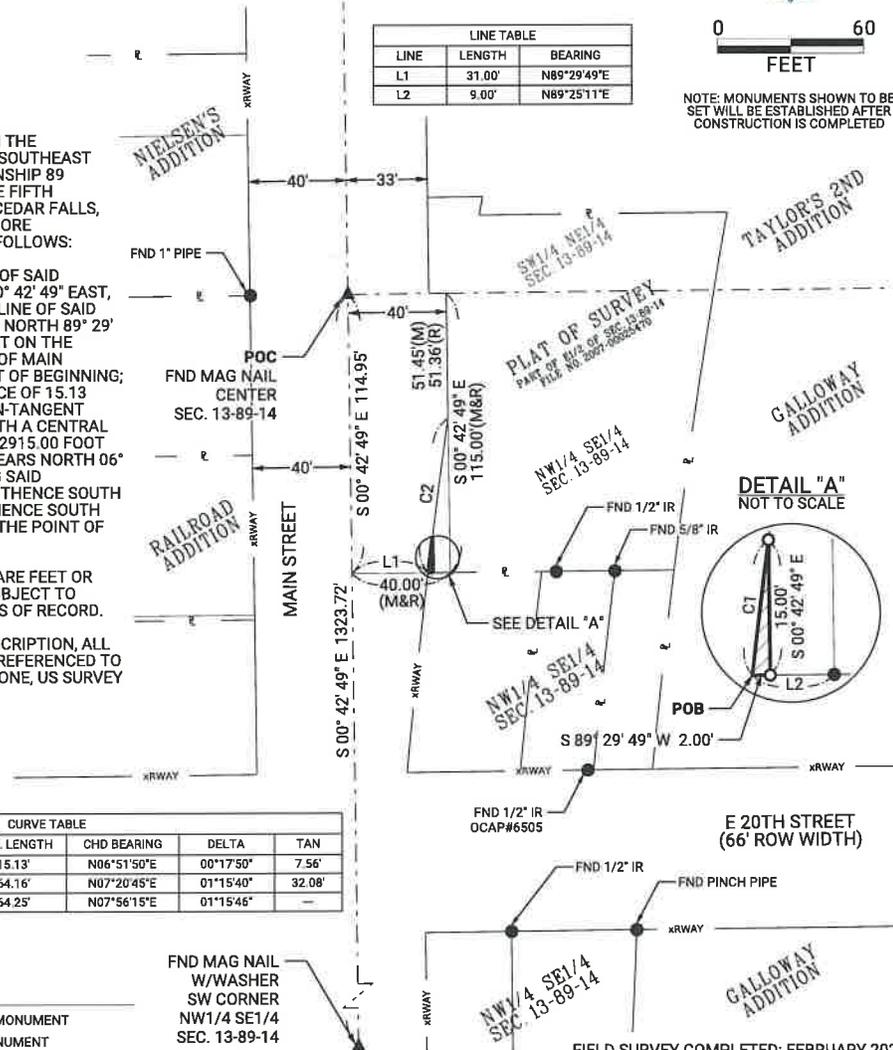
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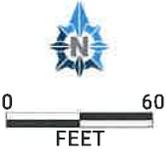
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SAID TRACT CONTAINS 15 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	31.00'	N89°29'49"E
L2	9.00'	N89°25'11"E



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	15.13'	2915.00'	15.13'	N06°51'50"E	00°17'50"	7.56'
C2(M)	64.16'	2915.00'	64.16'	N07°20'45"E	01°15'40"	32.08'
C2(R)	64.25'	2914.93'	64.25'	N07°56'15"E	01°15'46"	-

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND P.K. NAIL (UNLESS NOTED)
 - SET 1/2" REDD W/ORANGE CAP#24243 (UNLESS NOTED)
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 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - e - PROPERTY LINE
 - PROPOSED RIGHT-OF-WAY ACQUISITION



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

WESLEY F. SHIMP, P.L.S. DATE
License Number: 24243
My license renewal date is DECEMBER 31, 2022.
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



SHEET
1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

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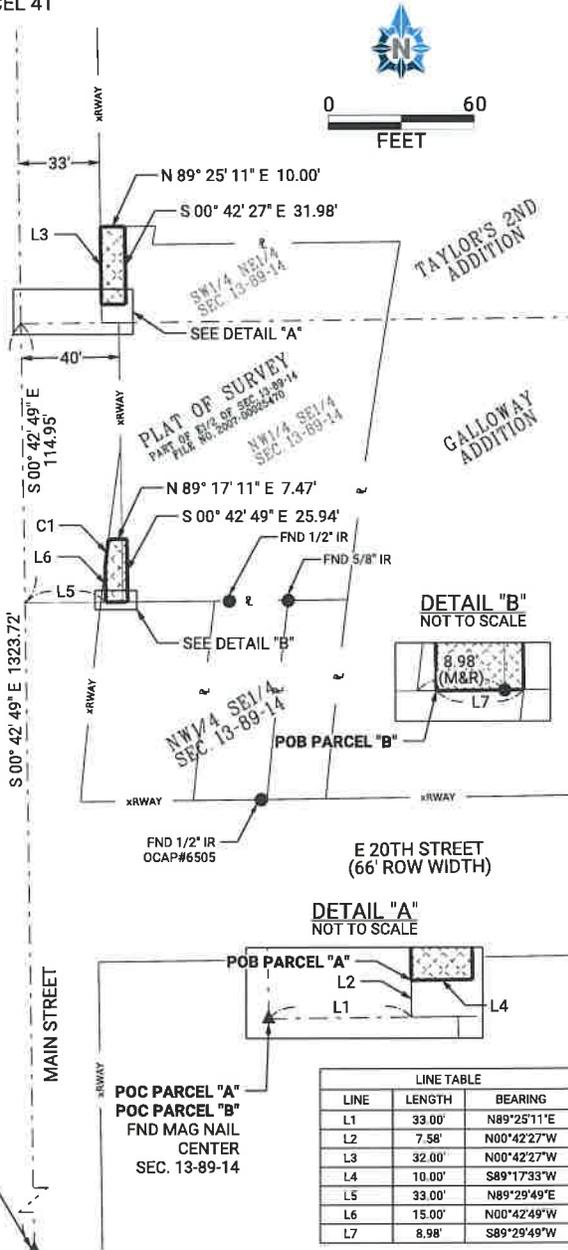
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FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND P.K. NAIL (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - - - - - RIGHT-OF-WAY LINE
 - - - - - EXISTING LOT LINE
 - - - - - PROPERTY LINE
 - ▨ TEMPORARY CONSTRUCTION EASEMENT
- FND MAG NAIL W/WASHER SW CORNER NW1/4 SEC. 13-89-14



LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E
L2	7.58'	N00°42'27"W
L3	32.00'	N00°42'27"W
L4	10.00'	S89°17'33"W
L5	33.00'	N89°29'49"E
L6	15.00'	N00°42'49"W
L7	8.98'	S89°29'49"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	11.00'	2915.00'	11.00'	N07°07'15"E	00°12'59"	5.50'

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA (319)273-8600

TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by Denise Aves ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Denise Aves
Denise Aves

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 16 day of June,
2022, by Denise Aves



Brianna Keeneey
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

LEGAL DESCRIPTION PARCEL "A":

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT CONTAINS 320 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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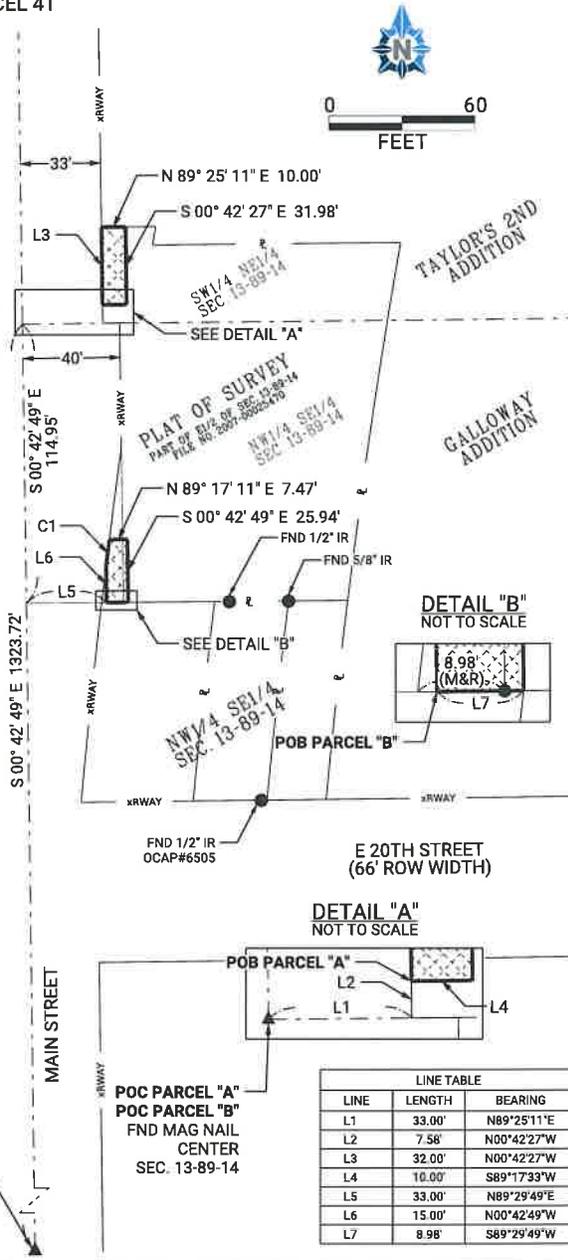
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LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" RED OR W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x-x-x- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ⊗ TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SW CORNER
 NW1/4 SE1/4
 SEC. 13-89-14



LINE TABLE		
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FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022



SHEET
 1 OF 1

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

**Property Address: 1930 & 1932 Main St.
Parcel Number: 41
Project Number: RC-000-3283**

**County Tax Parcel No: 891413401013
Project Name: Main Street Reconstruction**

THIS AGREEMENT is entered into on this _____ day of _____, 202_, by and between Teri Denny, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises: See Attached Temporary Easement Plat Exhibit
2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: T & R Rentals, L.L.C. ("Owner").

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
4. Seller grants to the City a temporary construction easement as shown on the attached acquisition plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except: _____.
11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Teri Denny

Teri Denny 6-16-22 _____
Date Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 16 day of June, 2022, by
Teri Denny

Brianna Keeney
Signature of notarial officer

June 1, 2023
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Index and	
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	T & R Rentals, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 41-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1930 MAIN STREET
PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
6969 LEVERSEE ROAD
CEDAR FALLS, IA 50613
FILE NO. 2018-00011906

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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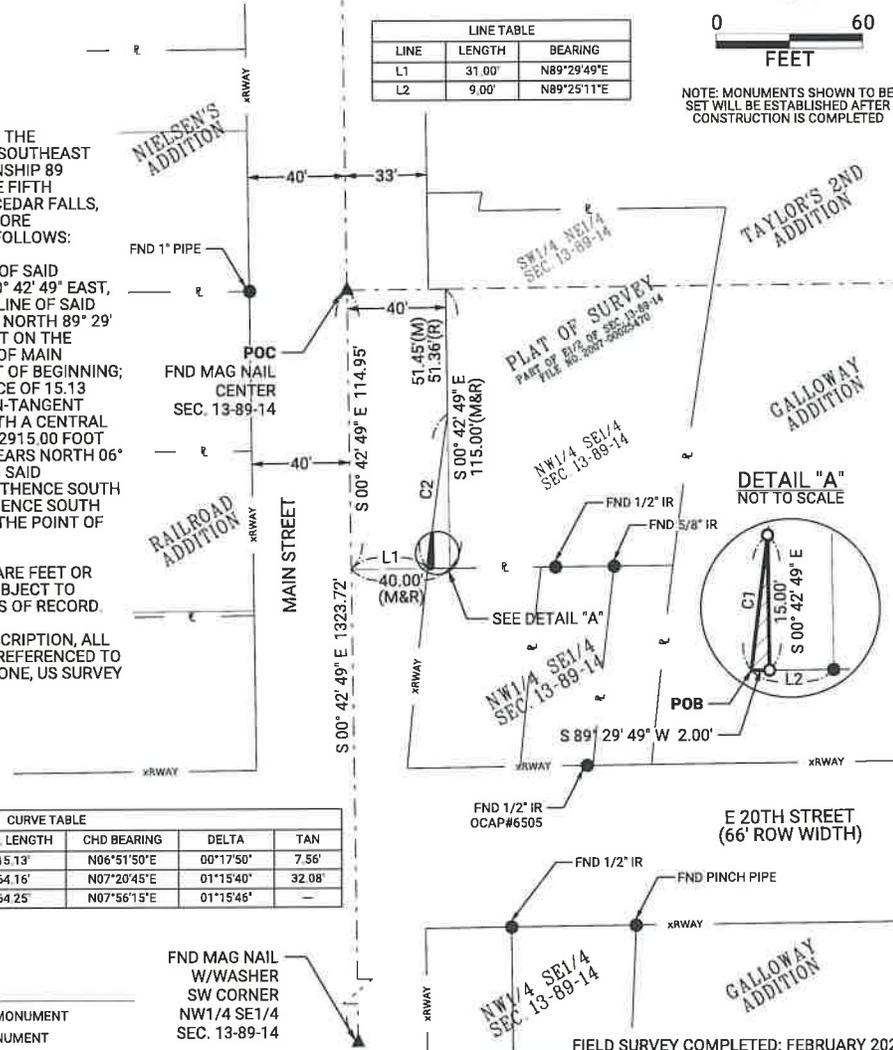
SAID TRACT CONTAINS 15 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.00'	N89°29'49"E
L2	9.00'	N89°25'11"E



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

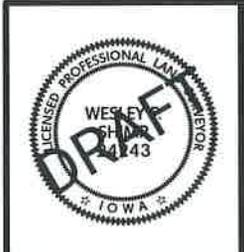


CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	15.13'	2915.00'	15.13'	N06°51'50"E	00°17'50"	7.56'
C2(M)	64.16'	2915.00'	64.16'	N07°20'45"E	01°15'40"	32.08'
C2(R)	64.25'	2914.93'	64.25'	N07°56'15"E	01°15'46"	-

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND P.K. NAIL (UNLESS NOTED)
 - SET 1/2" REDD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - - - SECTION LINE
 - xRWAY - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - r - PROPERTY LINE
 - ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FND MAG NAIL
W/WASHER
SW CORNER
NW1/4 SE1/4
SEC. 13-89-14

FIELD SURVEY COMPLETED: FEBRUARY 2022



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

WESLEY F. SHIMP, P.L.S. _____ DATE _____
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal: _____

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



SHEET
1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

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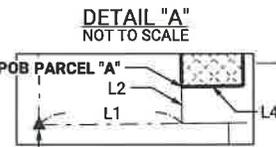
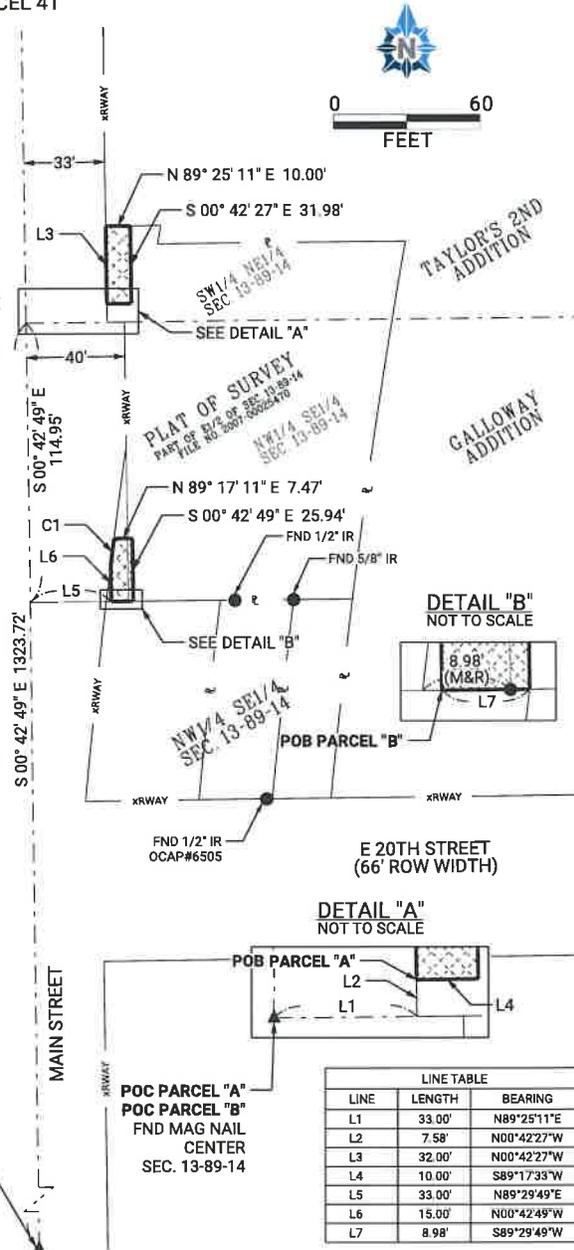
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 W/WASHER
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 NW1/4 SE1/4
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SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022



SHEET
 1 OF 1

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA (319)273-8600

TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20__, by Teri Denny (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Teri Denny
Teri Denny

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 16 day of June,
2022, by Teri Denny



Brianna Keeney
Signature of notarial officer

Stamp

Iowa notary
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

LEGAL DESCRIPTION PARCEL "A":

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 89° 25' 11" EAST, 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 27" WEST, 7.58 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 42' 27" WEST, 32.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 10.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 31.98 FEET; THENCE SOUTH 89° 17' 33" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

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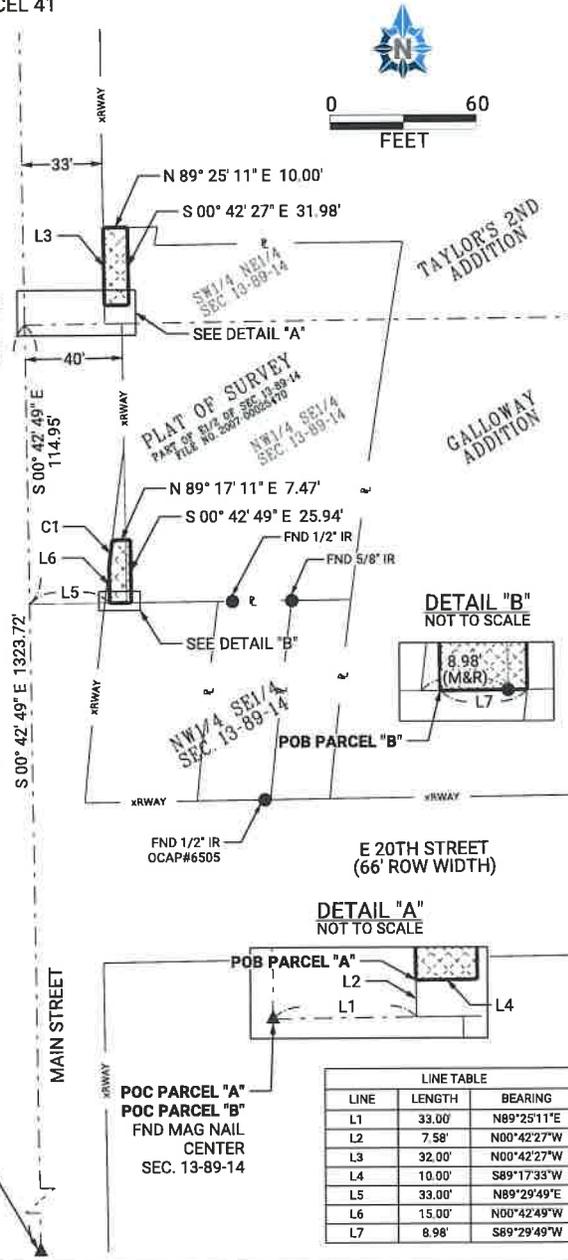
SAID TRACT CONTAINS 224 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x r w a y - RIGHT-OF-WAY LINE
- - - - - EXISTING LOT LINE
- t - PROPERTY LINE
- ⊗ ⊗ ⊗ ⊗ ⊗ TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SW CORNER
 NW1/4 SE1/4
 SEC. 13-89-14



LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E
L2	7.58'	N00°42'27"W
L3	32.00'	N00°42'27"W
L4	10.00'	S89°17'33"W
L5	33.00'	N89°29'49"E
L6	15.00'	N00°42'49"W
L7	8.98'	S89°29'49"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	11.00'	2915.00'	11.00'	N07°07'15"E	00°12'59"	9.50'

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

**Property Address: 1930 & 1932 Main St.
Parcel Number: 41
Project Number: RC-000-3283**

**County Tax Parcel No: 891413401013
Project Name: Main Street Reconstruction**

THIS AGREEMENT is entered into on this _____ day of _____, 202_, by and between Kathy Folkers, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises: See Attached Temporary Easement Plat Exhibit
2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: T & R Rentals, L.L.C. ("Owner").

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
4. Seller grants to the City a temporary construction easement as shown on the attached acquisition plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except: _____.
11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Kathy Folkers

Kathy Folkers 6.16.22
Date

Date

State of Iowa
County of Black Hawk

This record was acknowledged before me on the 16 day of June, 2022, by
Kathy Folkers

Brianna Keeny
Signature of notarial officer

June 1, 2023
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Index	nd
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	T & R Rentals, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 41-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1930 MAIN STREET
PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
6969 LEVERSEE ROAD
CEDAR FALLS, IA 50613
FILE NO. 2018-00011906

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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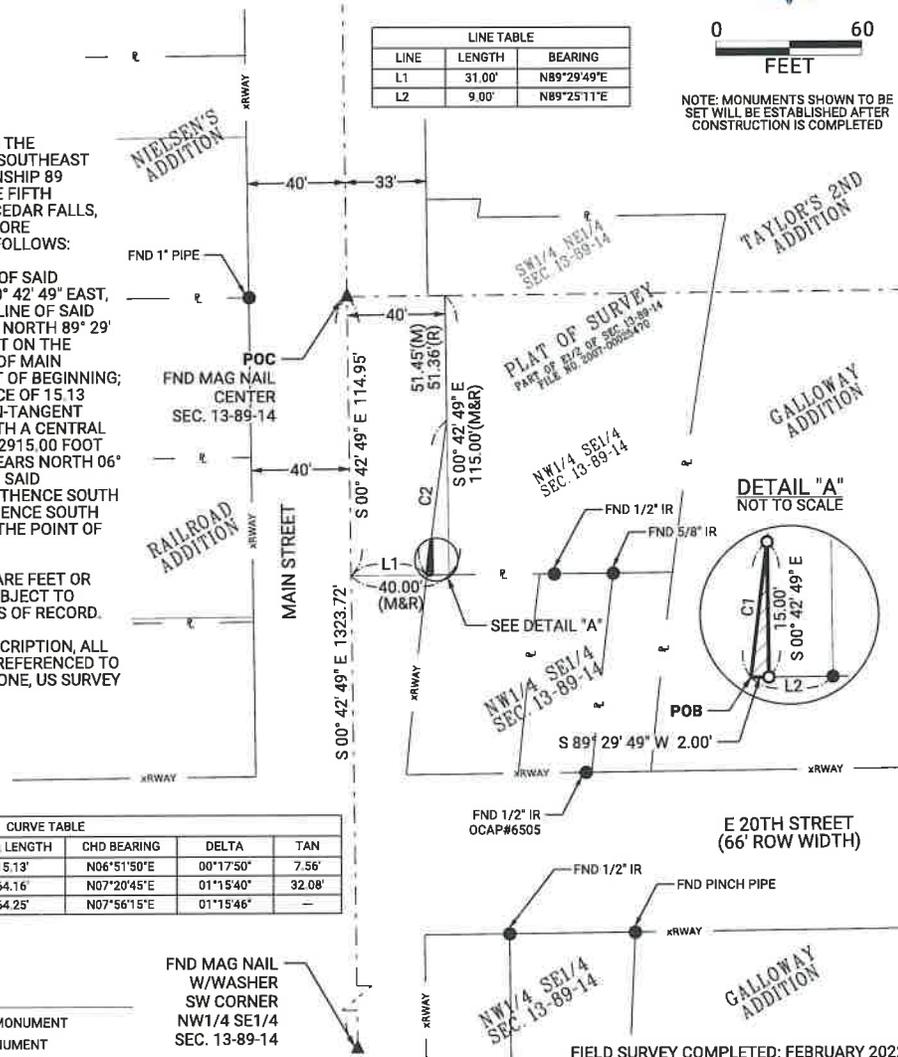
SAID TRACT CONTAINS 15 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

LINE	LENGTH	BEARING
L1	31.00'	N89°29'49"E
L2	9.00'	N89°25'11"E



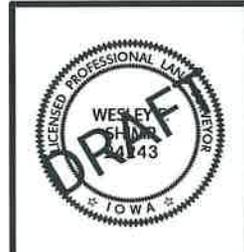
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	15.13'	2915.00'	15.13'	N06°51'50"E	00°17'50"	7.56'
C2(M)	64.16'	2915.00'	64.16'	N07°20'45"E	01°15'40"	32.08'
C2(R)	64.25'	2914.93'	64.25'	N07°56'15"E	01°15'46"	-

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" RED OR W/O RANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FND MAG NAIL
W/WASHER
SW CORNER
NW1/4 SE1/4
SEC. 13-89-14

FIELD SURVEY COMPLETED: FEBRUARY 2022



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

WESLEY F. SHIMP, P.L.S. _____ DATE _____
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal: _____

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



SHEET
1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

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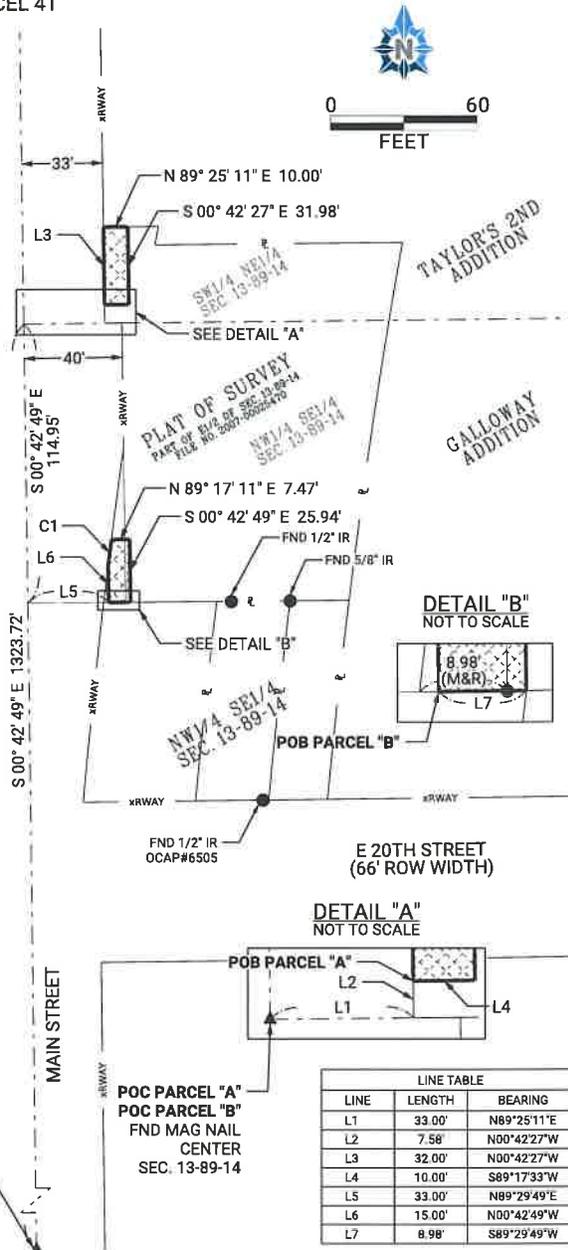
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FND MAG NAIL
 W/WASHER
 SW CORNER
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FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA (319)273-8600

TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Kathy Folkers
Kathy Folkers

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 16 day of June,
2022, by Kathy Folkers



Brianna Keeney
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

LEGAL DESCRIPTION PARCEL "A":

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 89° 25' 11" EAST, 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 27" WEST, 7.58 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 42' 27" WEST, 32.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 10.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 31.98 FEET; THENCE SOUTH 89° 17' 33" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGAL DESCRIPTION PARCEL "B":

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 29' 49" EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 15.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHEASTERLY A DISTANCE OF 11.00 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 00° 12' 59", ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 07° 07' 15" EAST, 11.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 17' 11" EAST, 7.47 FEET; THENCE SOUTH 00° 42' 49" EAST, 25.94 FEET; THENCE SOUTH 89° 29' 49" WEST, 8.98 FEET TO THE POINT OF BEGINNING.

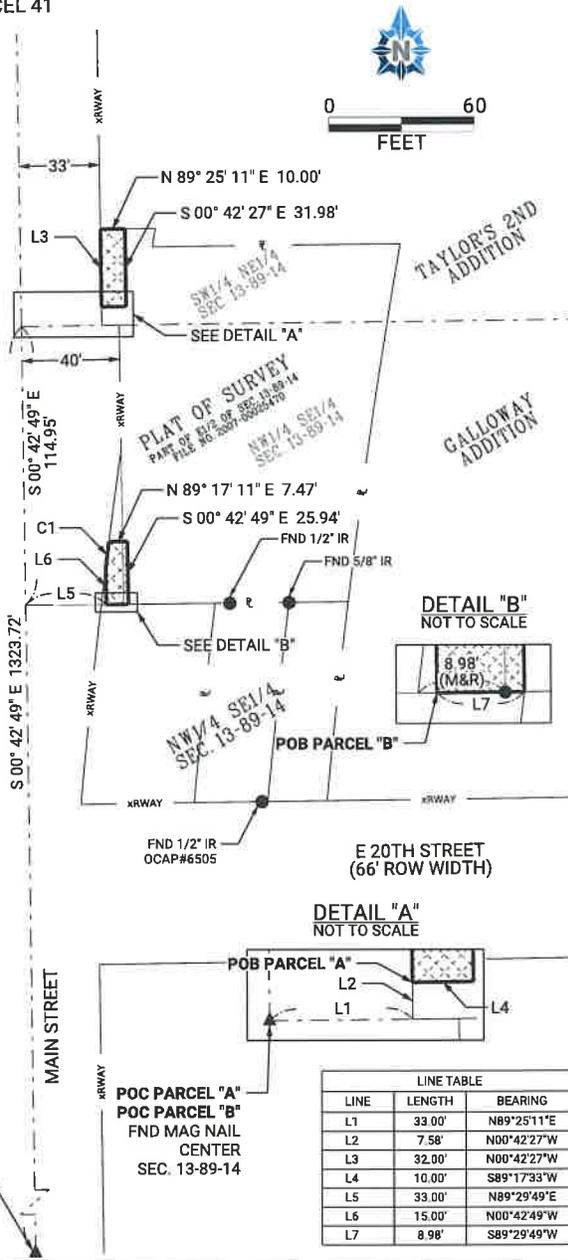
SAID TRACT CONTAINS 224 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P. K. NAIL (UNLESS NOTED)
- SET 1/2" REDD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- x r w a y - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- [Pattern] TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SW CORNER
 NW1/4 SE1/4
 SEC. 13-89-14



LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E
L2	7.58'	N00°42'27"W
L3	32.00'	N00°42'27"W
L4	10.00'	S89°17'33"W
L5	33.00'	N89°29'49"E
L6	15.00'	N00°42'49"W
L7	8.98'	S89°29'49"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	11.00'	2915.00'	11.00'	N07°07'15"E	00°12'59"	5.50'

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

**Property Address: 1930 & 1932 Main St.
Parcel Number: 41
Project Number: RC-000-3283**

**County Tax Parcel No: 891413401013
Project Name: Main Street Reconstruction**

THIS AGREEMENT is entered into on this _____ day of _____, 202_, by and between Kim Thompson, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises: See Attached Temporary Easement Plat Exhibit
2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: T & R Rentals, L.L.C. ("Owner").

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
4. Seller grants to the City a temporary construction easement as shown on the attached acquisition plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except:_____.
11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Kim Thompson

Kim Thompson 6-14-2022
Date Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 14 day of June, 2022, by
Kim Thompson

Brianna Keeney
Signature of notarial officer

June 1, 2023
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Index	
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	T & R Rentals, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 41-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1930 MAIN STREET
PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
6969 LEVERSEE ROAD
CEDAR FALLS, IA 50613
FILE NO. 2018-00011906

LEGAL DESCRIPTION:

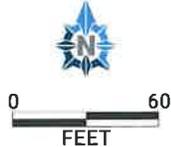
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 29' 49" EAST, 31.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY A DISTANCE OF 15.13 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY WITH A CENTRAL ANGLE OF 00° 17' 50", ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 06° 51' 50" EAST, 15.13 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 15.00 FEET; THENCE SOUTH 89° 29' 49" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

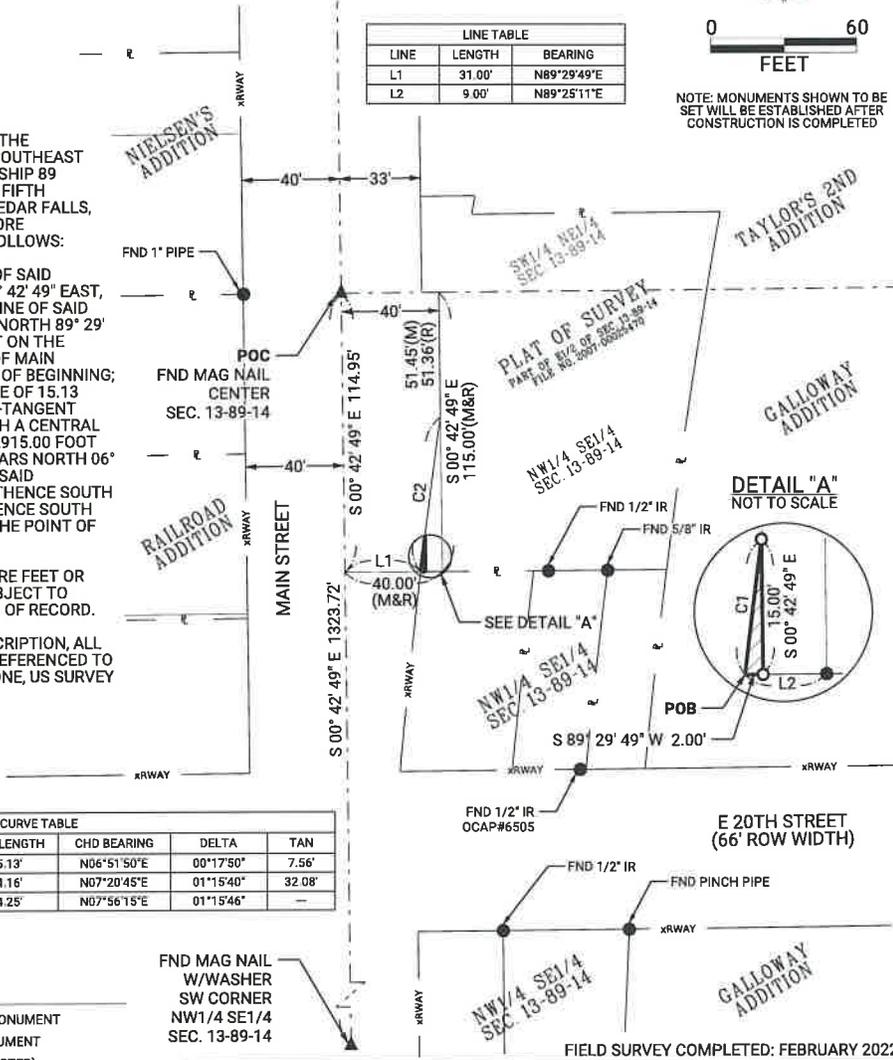
SAID TRACT CONTAINS 15 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.00'	N89°29'49"E
L2	9.00'	N89°25'11"E



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



DETAIL "A"
NOT TO SCALE

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	15.13'	2915.00'	15.13'	N06°51'50"E	00°17'50"	7.56'
C2(M)	64.16'	2915.00'	64.16'	N07°20'45"E	01°15'40"	32.08'
C2(R)	64.25'	2914.93'	64.25'	N07°56'15"E	01°15'46"	-

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FND MAG NAIL
W/WASHER
SW CORNER
NW1/4 SE1/4
SEC. 13-89-14

FIELD SURVEY COMPLETED: FEBRUARY 2022



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

WESLEY F. SHIMP, P.L.S. DATE
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



SHEET
1 OF 1

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

(319)273-8600

TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by Kim Thompson (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Kim Thompson
Kim Thompson

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 14 day of June,
2022, by Kim Thompson



Brianna Keeney
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

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COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 89° 25' 11" EAST, 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 27" WEST, 7.58 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 42' 27" WEST, 32.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 10.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 31.98 FEET; THENCE SOUTH 89° 17' 33" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

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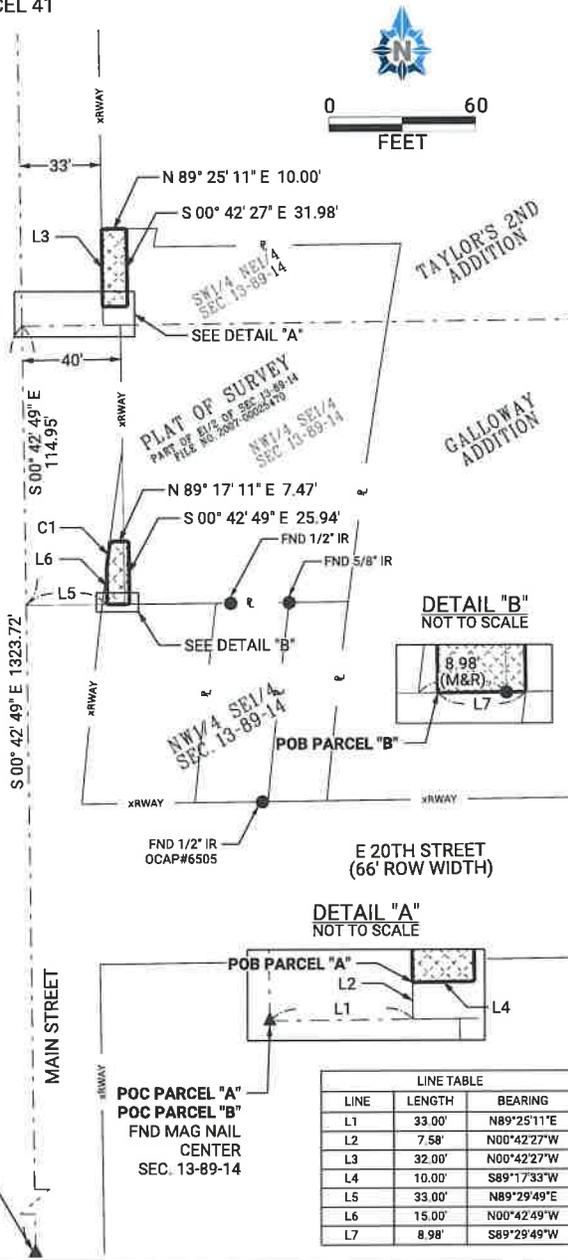
SAID TRACT CONTAINS 224 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Pattern] TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SW CORNER
 NW1/4 SE1/4
 SEC. 13-89-14



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LINE	LENGTH	BEARING
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FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

**Property Address: 1930 & 1932 Main St.
Parcel Number: 41
Project Number: RC-000-3283**

**County Tax Parcel No: 891413401013
Project Name: Main Street Reconstruction**

THIS AGREEMENT is entered into on this _____ day of _____, 202_, by and between Phyllis Siefken, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises: See Attached Temporary Easement Plat Exhibit
2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: T & R Rentals, L.L.C. ("Owner").

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
4. Seller grants to the City a temporary construction easement as shown on the attached acquisition plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except: _____.
11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Phyllis Siefken

Phyllis J. Siefken 6-14-22 _____
Date Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 14 day of June, 2022, by Phyllis Siefken

Brianna Keeney
Signature of notarial officer

June 1, 2023
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Index	
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	T & R Rentals, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 41-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1930 MAIN STREET
PARCEL 41



PROPERTY OWNER:

T & R RENTALS, LLC
6969 LEVERSEE ROAD
CEDAR FALLS, IA 50613
FILE NO. 2018-00011906

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

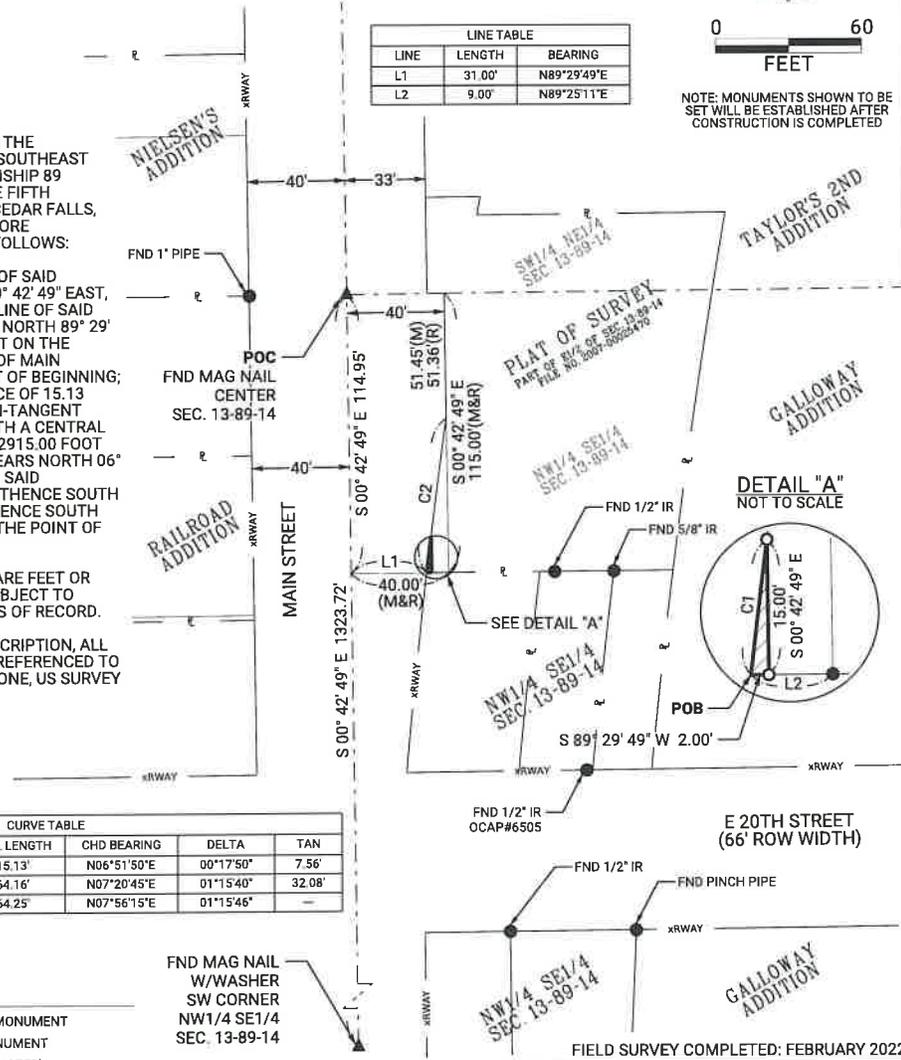
COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 29' 49" EAST, 31.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY A DISTANCE OF 15.13 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY WITH A CENTRAL ANGLE OF 00° 17' 50", ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 06° 51' 50" EAST, 15.13 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 15.00 FEET; THENCE SOUTH 89° 29' 49" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 15 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.00'	N89°29'49"E
L2	9.00'	N89°25'11"E

NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



DETAIL "A"
NOT TO SCALE

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	15.13'	2915.00'	15.13'	N06°51'50"E	00°17'50"	7.56'
C2(M)	64.16'	2915.00'	64.16'	N07°20'45"E	01°15'40"	32.08'
C2(R)	64.25'	2914.93'	64.25'	N07°56'15"E	01°15'46"	-

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t- PROPERTY LINE
- PROPOSED RIGHT-OF-WAY ACQUISITION



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

WESLEY F. SHIMP, P.L.S. DATE
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



SHEET
1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

LEGAL DESCRIPTION PARCEL "A":

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 89° 25' 11" EAST, 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 27" WEST, 7.58 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 42' 27" WEST, 32.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 10.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 31.98 FEET; THENCE SOUTH 89° 17' 33" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGAL DESCRIPTION PARCEL "B":

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89° 29' 49" EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 15.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHEASTERLY A DISTANCE OF 11.00 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 00° 12' 59", ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 07° 07' 15" EAST, 11.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 17' 11" EAST, 7.47 FEET; THENCE SOUTH 00° 42' 49" EAST, 25.94 FEET; THENCE SOUTH 89° 29' 49" WEST, 8.98 FEET TO THE POINT OF BEGINNING.

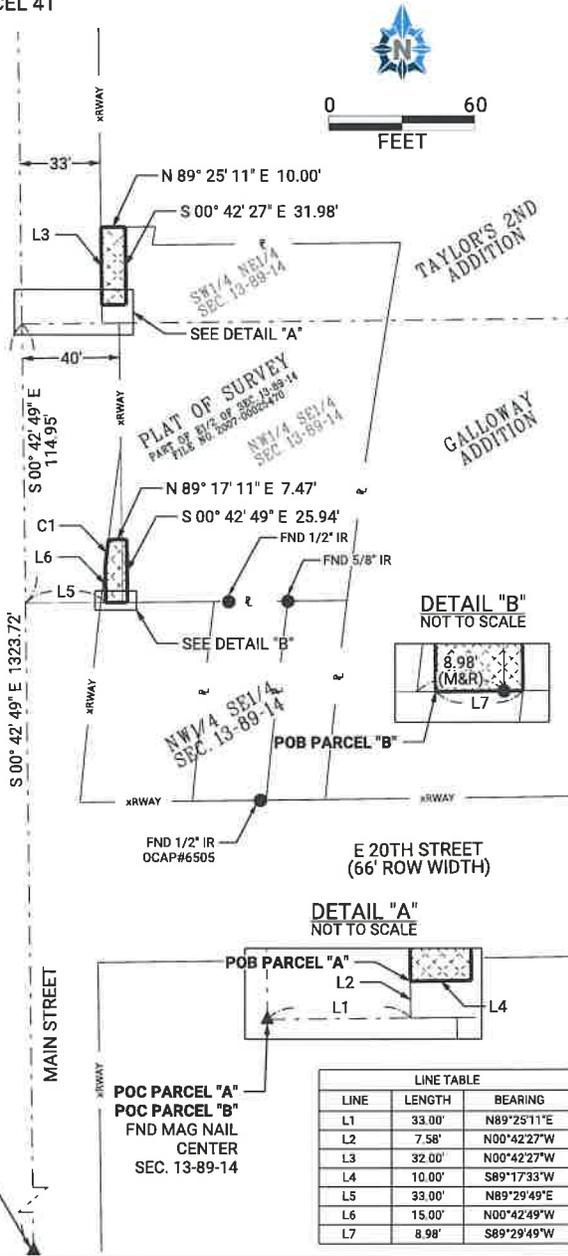
SAID TRACT CONTAINS 224 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r - PROPERTY LINE
- ⊗ TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SW CORNER
 NW1/4 SE1/4
 SEC. 13-89-14



LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E
L2	7.58'	N00°42'27"W
L3	32.00'	N00°42'27"W
L4	10.00'	S89°17'33"W
L5	33.00'	N89°29'49"E
L6	15.00'	N00°42'49"W
L7	8.98'	S89°29'49"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD LENGTH	CHD BEARING	DELTA	TAN
C1	11.00'	2915.00'	11.00'	N07°07'15"E	00°12'59"	5.50'

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA (319)273-8600

TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20__, by Phyllis Siefken (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Phyllis J. Siefken
Phyllis Siefken

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 14 day of June,
2022, by Phyllis Siefken



Brianna Keeney
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

**Property Address: 1930 & 1932 Main St.
Parcel Number: 41
Project Number: RC-000-3283**

**County Tax Parcel No: 891413401013
Project Name: Main Street Reconstruction**

THIS AGREEMENT is entered into on this _____ day of _____, 202_, by and between Jessica Ackerson, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises: See Attached Temporary Easement Plat Exhibit
2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: T & R Rentals, L.L.C. ("Owner").

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
4. Seller grants to the City a temporary construction easement as shown on the attached acquisition plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except:_____.
11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Jessica Ackerson

Jessica Ackerson
Date

June 22, 2022
Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 22 day of June, 2022, by Jessica Ackerson

Brianna Keeney
Signature of notarial officer

June 1, 2023
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Index	nd
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	T & R Rentals, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 41-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1930 MAIN STREET
PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
6969 LEVERSEE ROAD
CEDAR FALLS, IA 50613
FILE NO. 2018-00011906

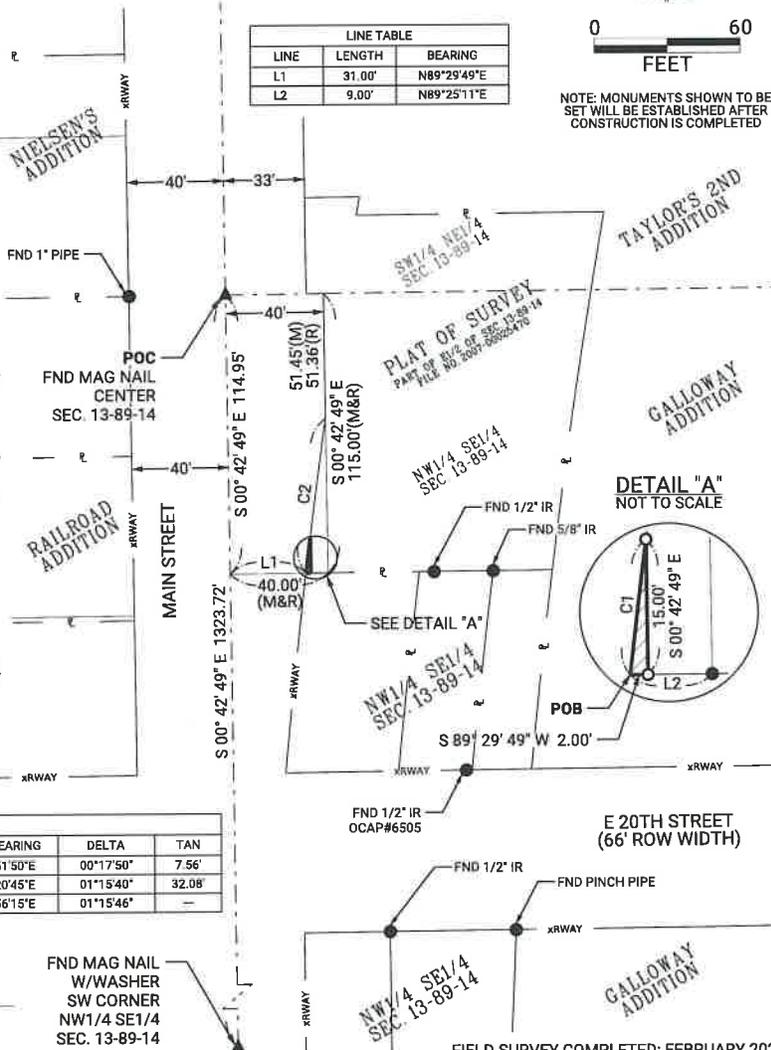
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 29' 49" EAST, 31.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY A DISTANCE OF 15.13 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY WITH A CENTRAL ANGLE OF 00° 17' 50", ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 06° 51' 50" EAST, 15.13 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 15.00 FEET; THENCE SOUTH 89° 29' 49" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 15 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

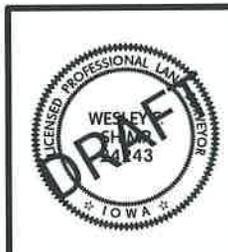


LINE	LENGTH	BEARING
L1	31.00'	N89°29'49"E
L2	9.00'	N89°25'11"E

NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	15.13'	2915.00'	15.13'	N06°51'50"E	00°17'50"	7.56'
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C2(R)	64.25'	2914.93'	64.25'	N07°56'15"E	01°15'46"	-

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND P.K. NAIL (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - ℓ- PROPERTY LINE
 - ▨ PROPOSED RIGHT-OF-WAY ACQUISITION



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

WESLEY F. SHIMP, P.L.S. DATE
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



SHEET
1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

LEGAL DESCRIPTION PARCEL "A":

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 89° 25' 11" EAST, 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 27" WEST, 7.58 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 42' 27" WEST, 32.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 10.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 31.98 FEET; THENCE SOUTH 89° 17' 33" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

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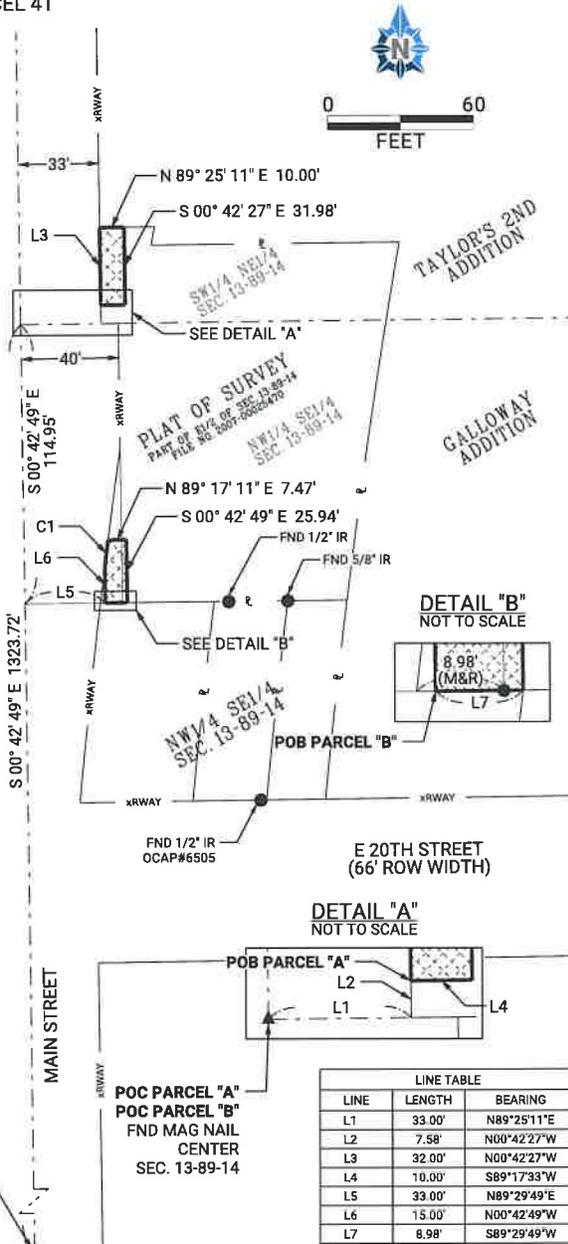
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LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x-rw- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE

FND MAG NAIL
 W/WASHER
 SW CORNER
 NW1/4 SE1/4
 SEC. 13-89-14

TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E
L2	7.58'	N00°42'27"W
L3	32.00'	N00°42'27"W
L4	10.00'	S89°17'33"W
L5	33.00'	N89°29'49"E
L6	15.00'	N00°42'49"W
L7	8.98'	S89°29'49"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	11.00'	2915.00'	11.00'	N07°07'15"E	00°12'59"	5.50'

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA _____ (319)273-8600

TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20____, by Jessica Ackerson (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Jessica Ackerson
Jessica Ackerson

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 22 day of June,
2022, by Jessica Ackerson



Brianna Keeneey
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

LEGAL DESCRIPTION PARCEL "A":

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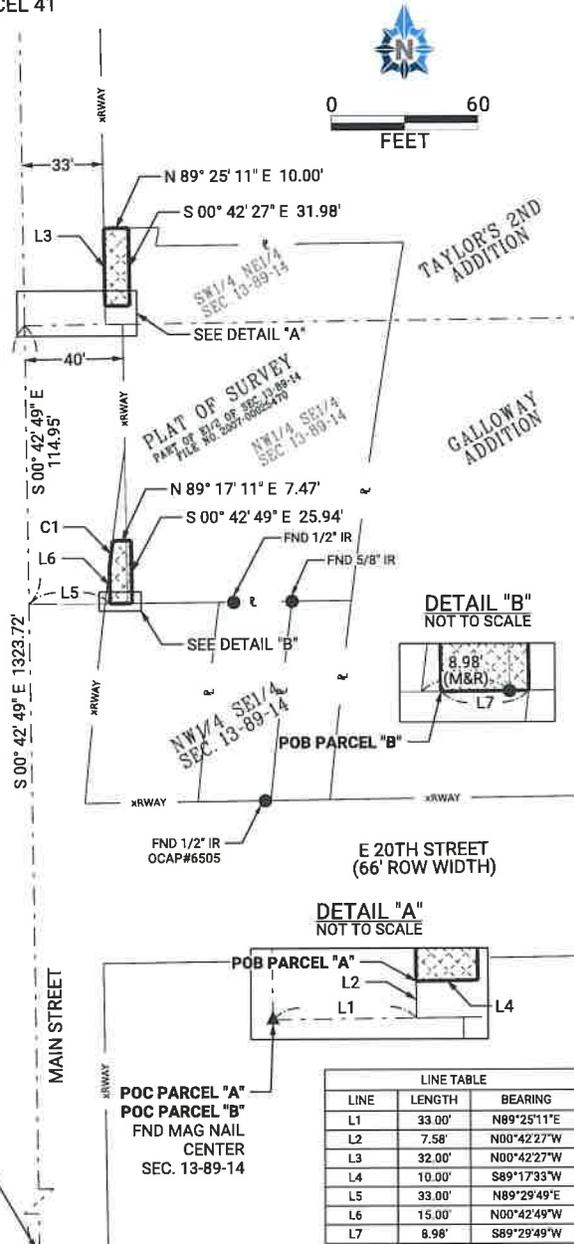
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- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- X-RWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SW CORNER
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FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

**Property Address: 1930 & 1932 Main St.
Parcel Number: 41
Project Number: RC-000-3283**

**County Tax Parcel No: 891413401013
Project Name: Main Street Reconstruction**

THIS AGREEMENT is entered into on this _____ day of _____, 202_, by and between Peggy Ascherl, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises: See Attached Temporary Easement Plat Exhibit
2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: T & R Rentals, L.L.C. ("Owner").

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
4. Seller grants to the City a temporary construction easement as shown on the attached acquisition plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except:_____.
11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Peggy Ascherl

Peg Ascherl
June 14, 22
Date
By: Peg Ascherl
Title: Stylist

Date
By: _____
Title: _____

State of Iowa
County of Black Hawk



This record was acknowledged before me on the 14 day of June, 2022, by Peg Ascherl as a single person or

Brianna Keeney
Signature of notarial officer

June 1, 2023
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

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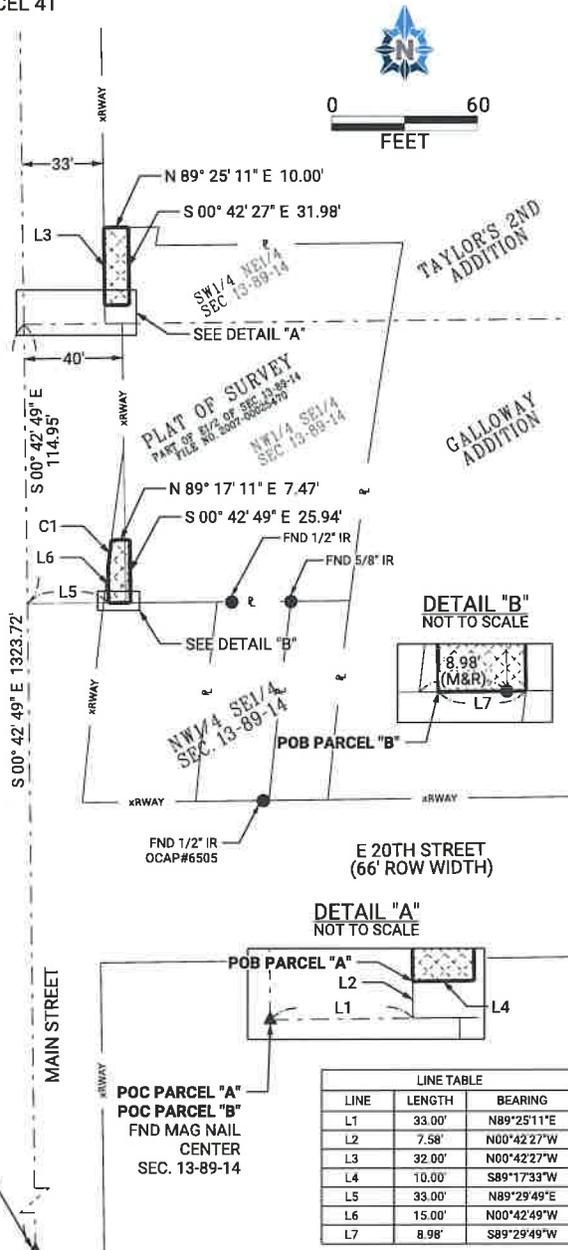
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- e - PROPERTY LINE
- [Pattern Box] TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SW CORNER
 NW1/4 SE1/4
 SEC. 13-89-14



DETAIL "B" NOT TO SCALE

DETAIL "A" NOT TO SCALE

LINE TABLE		
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FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

Index Ledger	
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	T & R Rentals, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

Item 24.

ACQUISITION PLAT

EXHIBIT 41-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1930 MAIN STREET
PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
6969 LEVERSEE ROAD
CEDAR FALLS, IA 50613
FILE NO. 2018-00011906

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SAID TRACT CONTAINS 15 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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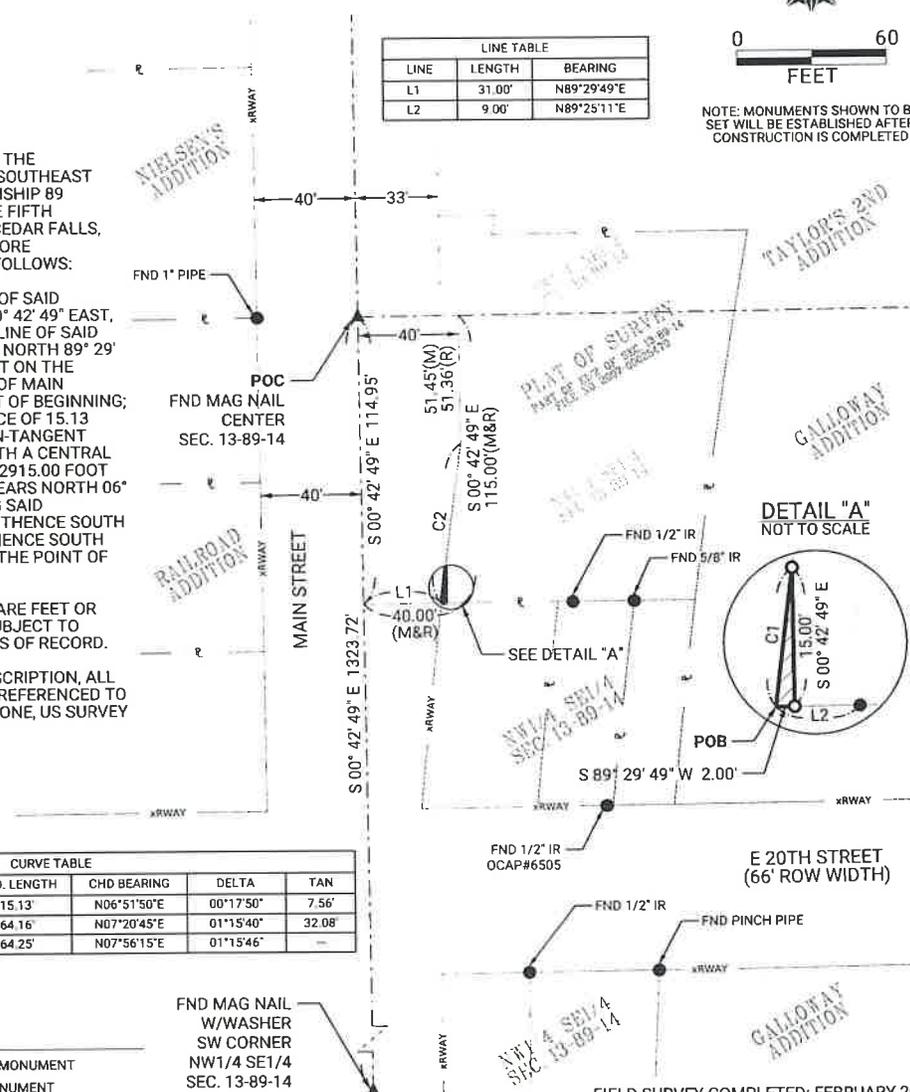
LINE TABLE		
LINE	LENGTH	BEARING
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NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

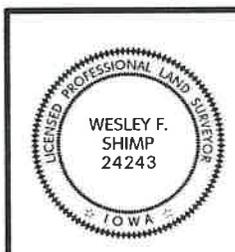
CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	15.13'	2915.00'	15.13'	N06°51'50"E	00°17'50"	7.56'
C2(M)	64.16'	2915.00'	64.16'	N07°20'45"E	01°15'40"	32.08'
C2(R)	64.25'	2914.93'	64.25'	N07°56'15"E	01°15'46"	-

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND P.K. NAIL (UNLESS NOTED)
 - SET 1/2" RED OD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - x--- RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - PROPERTY LINE
 - ▨ PROPOSED RIGHT-OF-WAY ACQUISITION



FND MAG NAIL
W/WASHER
SW CORNER
NW 1/4 SE 1/4
SEC. 13-89-14

FIELD SURVEY COMPI FTFD: FEBRUARY 2022



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

Wesley Shimp 8/11/2022
DATE

WESLEY F. SHIMP, P.L.S.
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal:

1 of 1

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



296

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA (319)273-8600

TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20__, by Peggy Ascherl (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR: Peggy Ascherl

By: Peggy Ascherl
Name: Peggy Ascherl
Title: Hair Stylist

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 14 day of June,
2022, by Peggy Ascherl, as a single person *at*



Brianna Keeney
Signature of notarial officer

Stamp

Iowa Notary
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 41-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1930 MAIN STREET
 PARCEL 41

PROPERTY OWNER:

T & R RENTALS, LLC
 6969 LEVERSEE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011906

LEGAL DESCRIPTION PARCEL "A":

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 89° 25' 11" EAST, 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 27" WEST, 7.58 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 42' 27" WEST, 32.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 10.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 31.98 FEET; THENCE SOUTH 89° 17' 33" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGAL DESCRIPTION PARCEL "B":

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 29' 49" EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 15.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHEASTERLY A DISTANCE OF 11.00 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 00° 12' 59", ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 07° 07' 15" EAST, 11.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 17' 11" EAST, 7.47 FEET; THENCE SOUTH 00° 42' 49" EAST, 25.94 FEET; THENCE SOUTH 89° 29' 49" WEST, 8.98 FEET TO THE POINT OF BEGINNING.

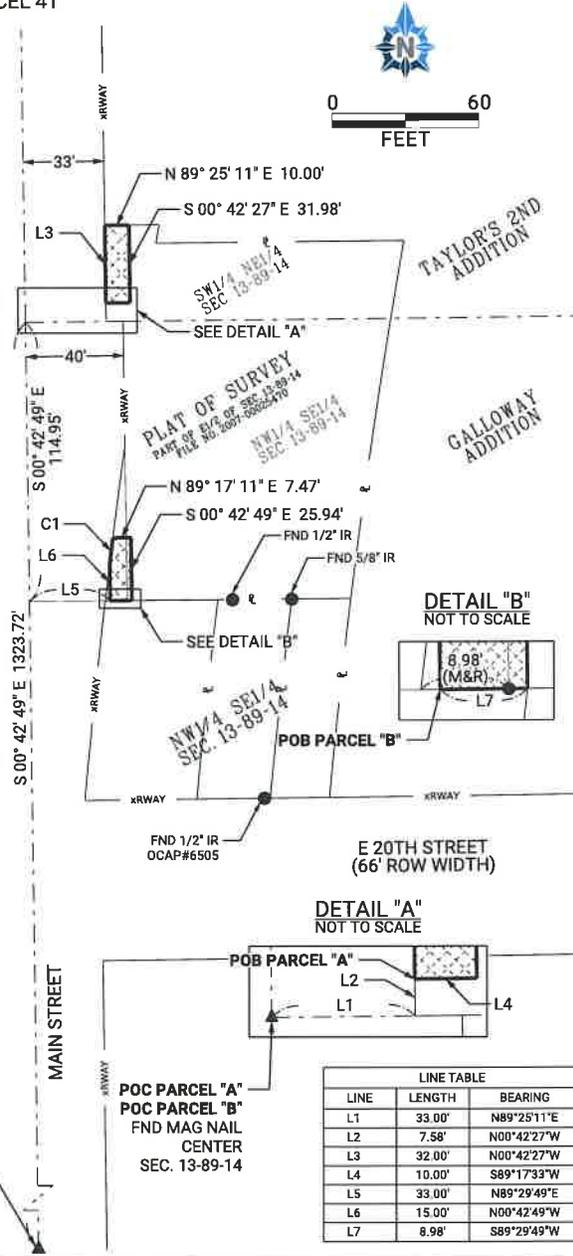
SAID TRACT CONTAINS 224 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND P.K. NAIL (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xrw - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SW CORNER
 NW1/4 SE1/4
 SEC. 13-89-14



LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E
L2	7.58'	N00°42'27"W
L3	32.00'	N00°42'27"W
L4	10.00'	S89°17'33"W
L5	33.00'	N89°29'49"E
L6	15.00'	N00°42'49"W
L7	8.98'	S89°29'49"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	11.00'	2915.00'	11.00'	N07°07'15"E	00°12'59"	5.50'

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 7/12/2022

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 103 E. 18th St.
Parcel Number: 45
Project Number: RC-000-3283**

**County Tax Parcel No: 891413254001
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_,
by and between Gracie Mae Properties L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>7,320.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>7,320.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	<u>207</u> sq. ft.	\$ <u>2,065.00</u>
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>3,284</u> sq. ft.	\$ <u>5,255.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Gracie Mae Properties L.C.

[Signature] 2/9/22
Date

Date

By: Owner

By: _____

Title: _____

Title: _____

State of Iowa
County of Black Hawk



This record was acknowledged before me on the 9 day of February, 2022, by Bradley Harms as owner of Gracie Mae Properties LLC

[Signature]
Signature of notarial officer

June 1, 2023
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 45-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 103 E 18TH STREET
 PARCEL 45

LEGAL DESCRIPTION:

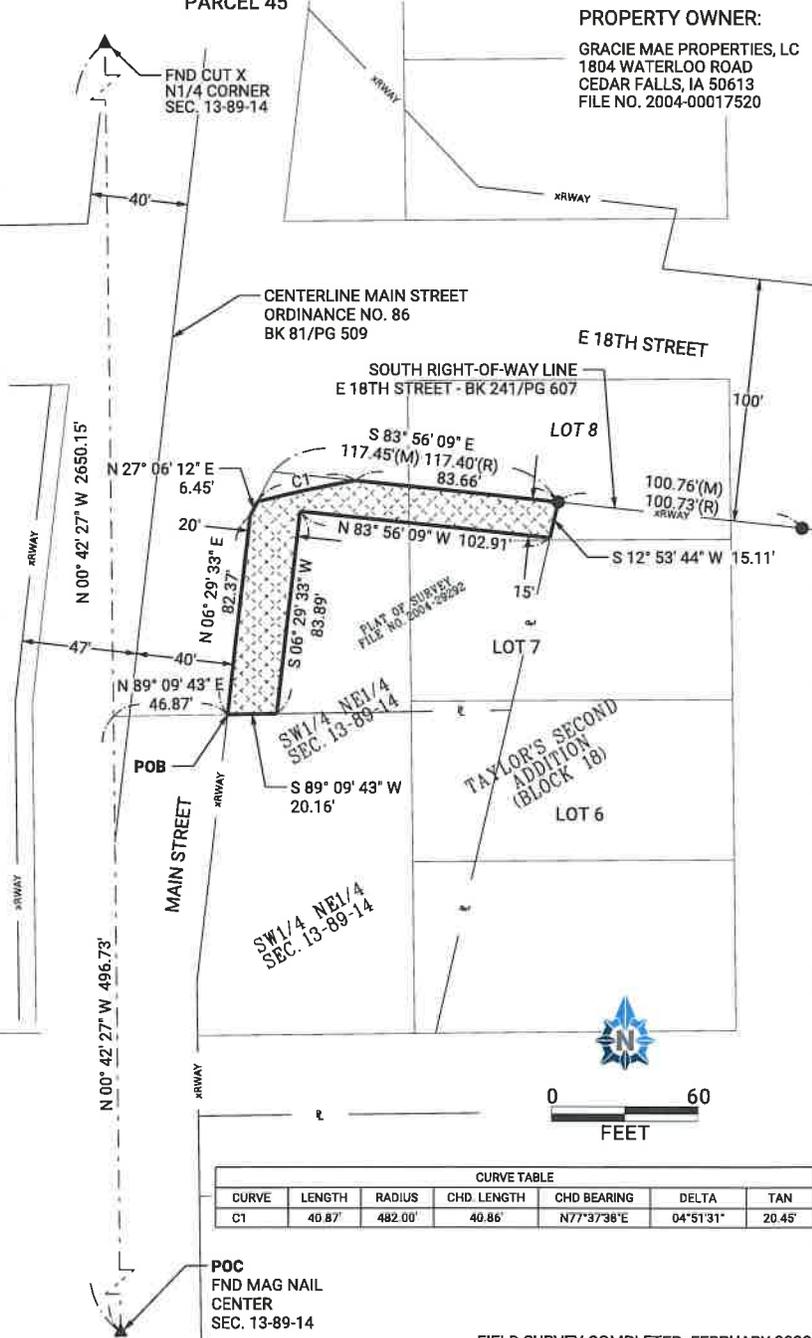
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN LOT 8, BLOCK 18 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 496.73 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89° 09' 43" EAST, 46.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 06° 29' 33" EAST, 82.37 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 27° 06' 12" EAST, 6.45 FEET CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY A DISTANCE OF 40.87 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 04° 51' 31", ALONG A 482.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 77° 37' 38" EAST, 40.86 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF E 18TH STREET, PER PUBLIC HIGHWAY EASEMENT RECORDED IN BOOK 241, PAGE 607 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE SOUTH 83° 56' 09" EAST, 83.66 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 12° 53' 44" WEST, 15.11 FEET; THENCE NORTH 83° 56' 09" WEST, 102.91 FEET; THENCE SOUTH 06° 29' 33" WEST, 83.89 FEET; THENCE SOUTH 89° 09' 43" WEST, 20.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,284 SQUARE FEET OR 0.08 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

PROPERTY OWNER:
 GRACIE MAE PROPERTIES, LC
 1804 WATERLOO ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2004-00017520



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1/2" REROD (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - t- PROPERTY LINE
 - XXXXX TEMPORARY CONSTRUCTION EASEMENT

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	40.87'	482.00'	40.86'	N77°37'38"E	04°51'31"	20.45'

POC
 FND MAG NAIL
 CENTER
 SEC. 13-89-14

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022



SHEET
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by Gracie Mae Properties L.C. (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Gracie Mae Properties L.C.

X [Signature] 2/9/22
Date

X _____
Date

By: Owner

By: _____

Title: _____

Title: _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 9 day of February, 2022, by Bradley Harms, as owner of Gracie Mae Properties Lc.



[Signature]
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 45-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 103 E 18TH STREET
 PARCEL 45

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN LOT 8, BLOCK 18 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 496.73 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89° 09' 43" EAST, 46.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 06° 29' 33" EAST, 82.37 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 27° 06' 12" EAST, 6.45 FEET CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY A DISTANCE OF 40.87 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 04° 51' 31", ALONG A 482.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 77° 37' 38" EAST, 40.86 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF E 18TH STREET, PER PUBLIC HIGHWAY EASEMENT RECORDED IN BOOK 241, PAGE 607 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE SOUTH 83° 56' 09" EAST, 83.66 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 12° 53' 44" WEST, 15.11 FEET; THENCE NORTH 83° 56' 09" WEST, 102.91 FEET; THENCE SOUTH 06° 29' 33" WEST, 83.89 FEET; THENCE SOUTH 89° 09' 43" WEST, 20.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,284 SQUARE FEET OR 0.08 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

PROPERTY OWNER:

GRACIE MAE PROPERTIES, LC
 1804 WATERLOO ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2004-00017520



SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

Index Legend	
Location:	SW NE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	Gracie Mae Properties, LC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

Item 24.

ACQUISITION PLAT

EXHIBIT 45-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
103 E 18TH STREET
PARCEL 45

PROPERTY OWNER:

GRACIE MAE PROPERTIES, LC
1804 WATERLOO ROAD
CEDAR FALLS, IA 50613
FILE NO. 2004-00017520

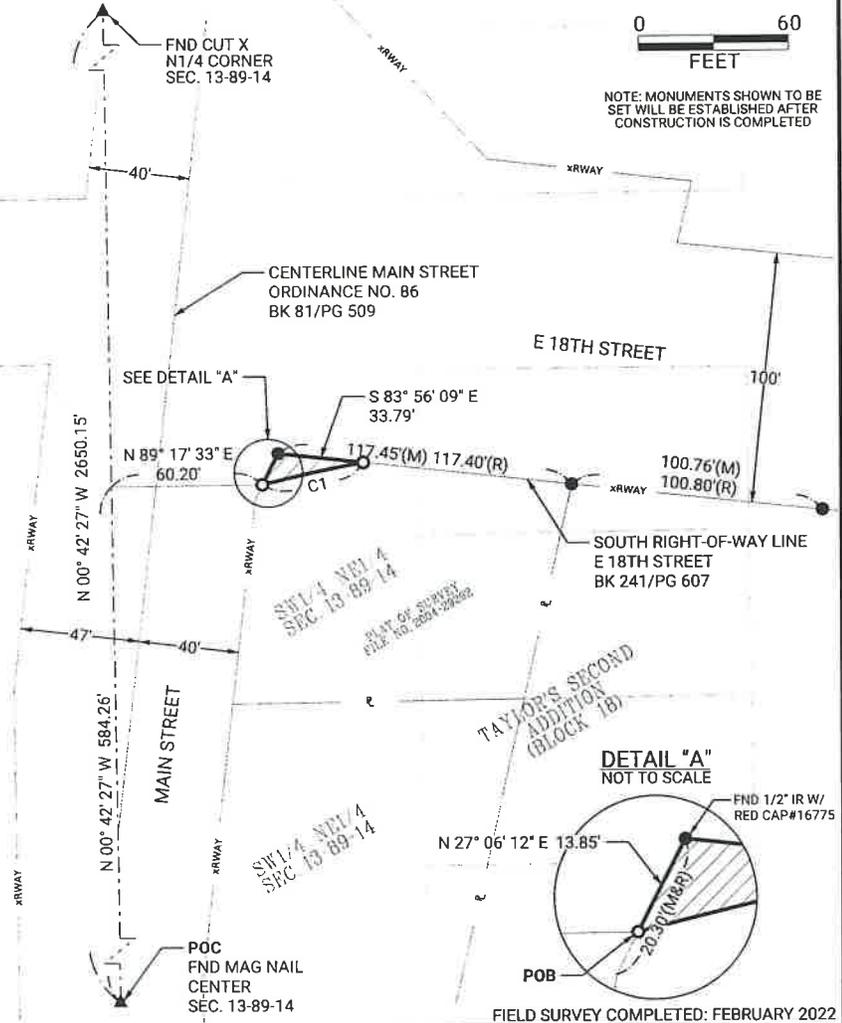
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 584.26 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89° 17' 33" EAST, 60.20 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 27° 06' 12" EAST, 13.85 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF E 18TH STREET, PER PUBLIC HIGHWAY EASEMENT RECORDED IN BOOK 241, PAGE 607 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE SOUTH 83° 56' 09" EAST, 33.79 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY A DISTANCE OF 40.87 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 04° 51' 31", ALONG A 482.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 77° 37' 38" WEST, 40.86 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 207 SQUARE FEET OR 0.005 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] PROPOSED RIGHT-OF-WAY ACQUISITION

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	40.87	482.00'	40.86'	S77°37'38"W	04°51'31"	20.45'

WESLEY F. SHIMP
 24243

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

8/11/2022
 DATE

WESLEY F. SHIMP, P.L.S.
 License Number: 24243
 My license renewal date is DECEMBER 31, 2022
 Pages or sheets covered by this seal: 1 of 1

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1702 Main St.
Parcel Number: 53-2
Project Number: RC-000-3283

County Tax Parcel No: 891413251005
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202__, by and between Permanent Planning, Inc., Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 400.00	on possession and conveyance	60 days after Buyer approval
\$ 400.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	302	sq. ft.	_____	\$400.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
 - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
 - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Permanent Planning, Inc.

[Signature] 8-18-22
Date

By: Tony Clasen

Title: Treasurer

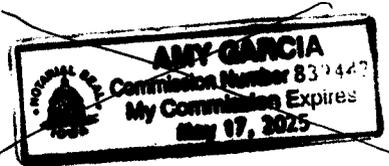
X _____
Date

By: _____

Title: _____

State of Iowa

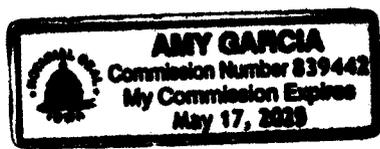
County of Black Hawk



This record was acknowledged before me on the 18 day of August, 2022, by Tony Clasen as Treasurer of Permanent Planning Inc.

[Signature]
Signature of notarial officer

May 17, 2025
Commission Expires



AMY GARCIA
Commissioner
May 17, 2022

AMY GARCIA
Commissioner
May 17, 2022

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 53-T2

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1702 MAIN STREET
PARCEL 53

PROPERTY OWNER:

PERMANENT PLANNING, INC
P.O. BOX 1290
WATERLOO, IA 50704
BOOK 571, PAGES 664-665

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN LOT 8, BLOCK 17 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

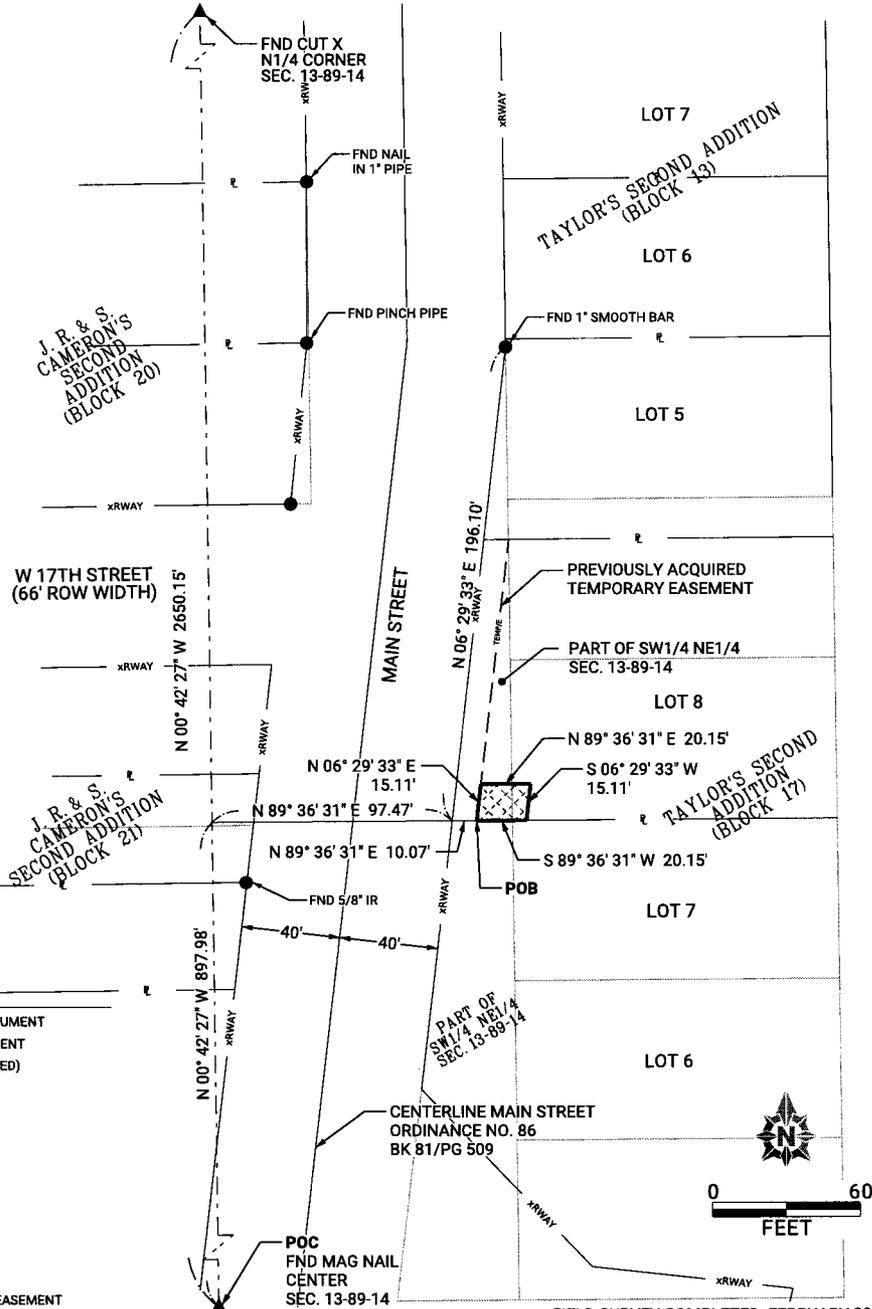
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SAID TRACT CONTAINS 302 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE (UNLESS NOTED)
- SET 1/2" REDD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▣ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
Phone: 319-365-9565

SHEET
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 8/15/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by Permanent Planning, Inc. ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Permanent Planning, Inc.

X [Signature] 8-18-22
Date

X _____
Date

By: Tony Clasen

By: _____

Title: Treasurer

Title: _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 18 day of August, 2022, by Tony Clasen, as Treasurer of Permanent Planning Inc.

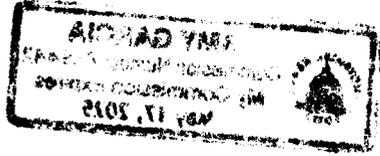


[Signature]
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: May 17, 2025]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 53-T2

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1702 MAIN STREET
PARCEL 53

PROPERTY OWNER:

PERMANENT PLANNING, INC
P.O. BOX 1290
WATERLOO, IA 50704
BOOK 571, PAGES 664-665

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN LOT 8, BLOCK 17 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

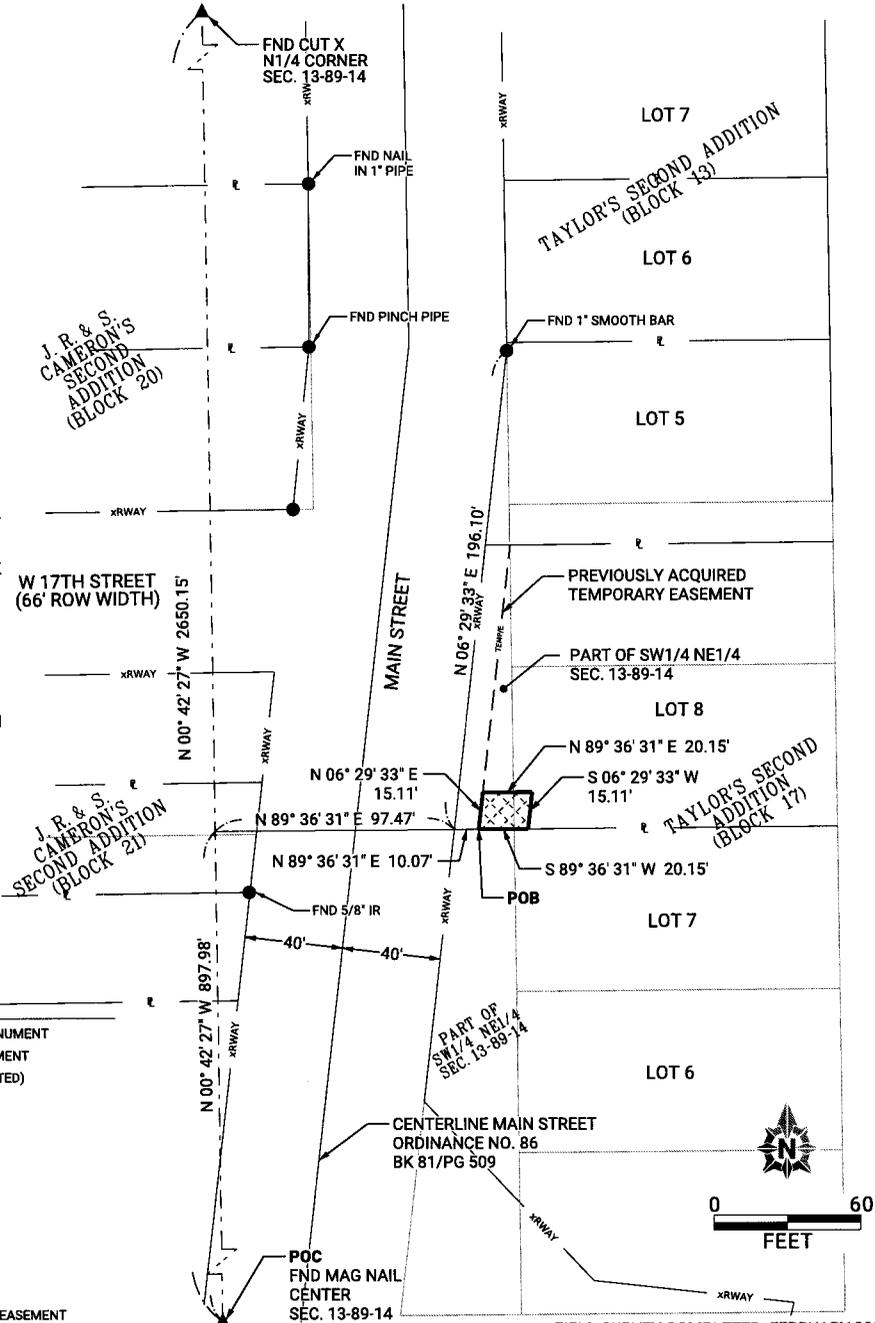
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SAID TRACT CONTAINS 302 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- x r w a y - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▤ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 8/15/2022



Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
• Phone: 319-365-9565 •

SHEET
1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 601 Main St.
Parcel Number: 156
Project Number: RC-000-3283**

**County Tax Parcel No: 891412338011
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Casey’s Marketing Company, an Iowa Corporation, Seller, and the City of Cedar Falls,
Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller’s interests in the following real estate, hereinafter referred to as the “Premises”:

See Attached Permanent Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller’s estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above (“Project”).
- 3. In consideration of Seller’s conveyance of Seller’s interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 4,175.00	on possession and conveyance	60 days after Buyer approval
\$ 4,175.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	96	sq. ft.	\$ 970.00
Underlying Fee Title		sq. ft.	\$ _____
Temporary Easement	2,004	sq. ft.	\$ 3,205.00
Permanent Easement		sq. ft.	\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

- 4. Seller grants to the City a Fee Acquisition, and Temporary Easement as shown on the attached acquisition plat and/or Temporary Easement Plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the Seller's actual knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller shall pay all liens and assessments against the Premises, including all taxes due and owing and payable surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Casey's Marketing Company

Sam James 5/5/2002
Date

By: Sam James

Title: President

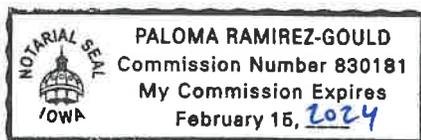
State of Iowa

County of Polk

This record was acknowledged before me on the 5th day of May, 2022, by Sam James as President of Casey's Marketing Company.

Paloma R-G
Signature of notarial officer

February 15, 2024
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 156-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
601 MAIN STREET
PARCEL 156

PROPERTY OWNER:

CASEYS MARKETING COMPANY
P.O. BOX 54288
LEXINGTON, KY 40555
FILE NO. 2012-00001372

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 9, FRACTIONAL ROW OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, AND IN LOTS 42, 45, & 46 OF AUDITOR'S PLAT NO. 19, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF SAID FRACTIONAL ROW; THENCE SOUTH 00° 33' 54" EAST, 13.85 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 33' 54" EAST, 86.15 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 89° 24' 13" WEST, 15.00 FEET; THENCE NORTH 00° 33' 54" WEST, 90.00 FEET; THENCE SOUTH 89° 23' 14" WEST, 60.00 FEET; THENCE NORTH 00° 36' 46" WEST, 10.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W 6TH STREET; THENCE NORTH 89° 23' 14" EAST, 61.19 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 45° 31' 10" EAST, 19.55 FEET TO THE POINT OF BEGINNING.

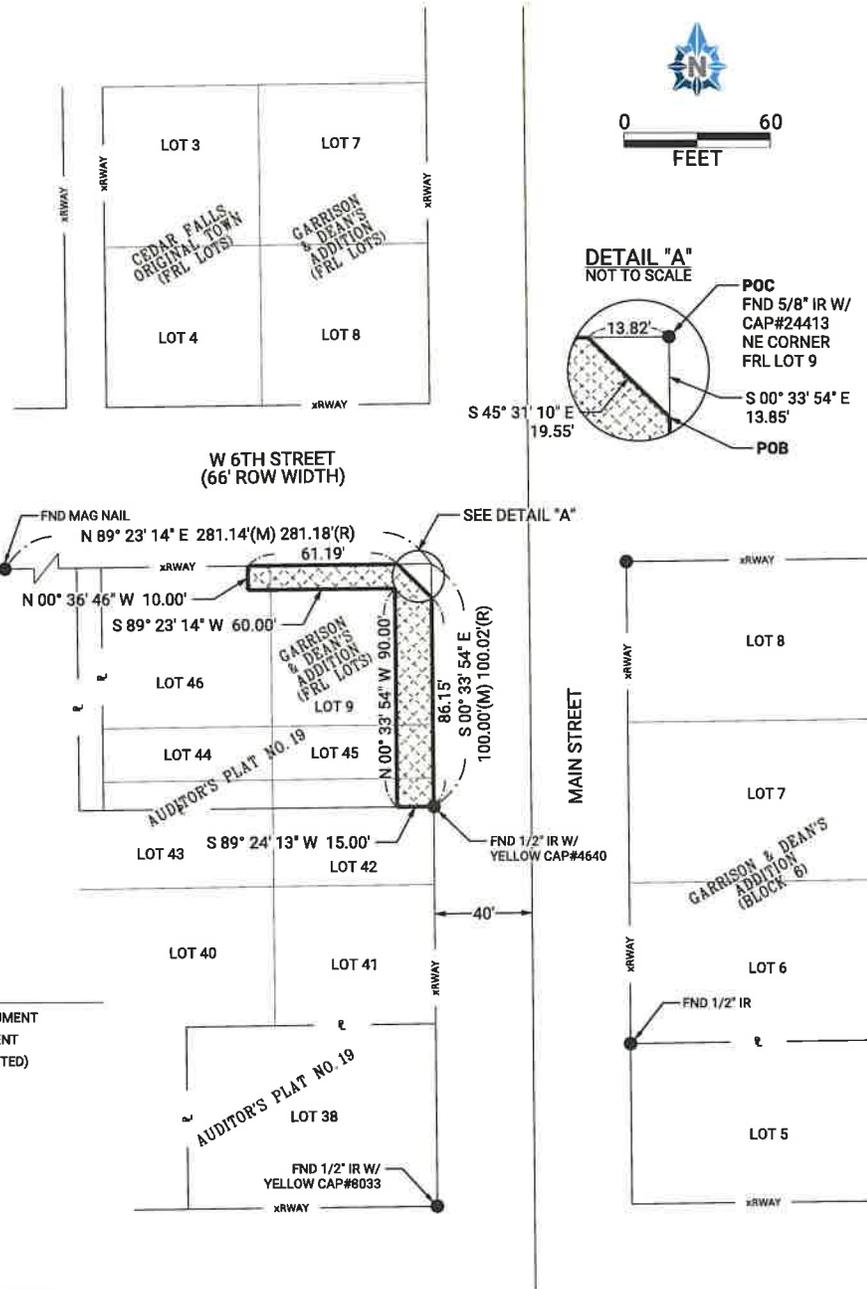
SAID TRACT CONTAINS 2,004 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- ℓ - PROPERTY LINE

TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
• Phone: 319-365-9565 •

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20__, by Casey's Marketing Company, an Iowa Corporation (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Casey's Marketing Company

Sam James 5/5/2022
Date

By: Sam James

Title: President

Date

By: _____

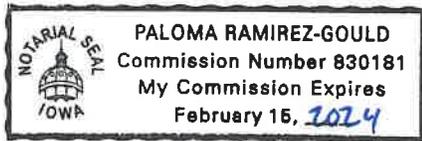
Title: _____

State of Iowa)

County of Polk)

This record was acknowledged before me on the 5th day of May,
2022, by Sam James, as President of
Casey's Marketing Company.

[Signature]
Signature of notarial officer



Stamp

[Notary]
Title of Office

[My commission expires: 02/15/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 156-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 601 MAIN STREET
 PARCEL 156

PROPERTY OWNER:

CASEYS MARKETING COMPANY
 P.O. BOX 54288
 LEXINGTON, KY 40555
 FILE NO. 2012-00001372

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 9, FRACTIONAL ROW OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, AND IN LOTS 42, 45, & 46 OF AUDITOR'S PLAT NO. 19, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

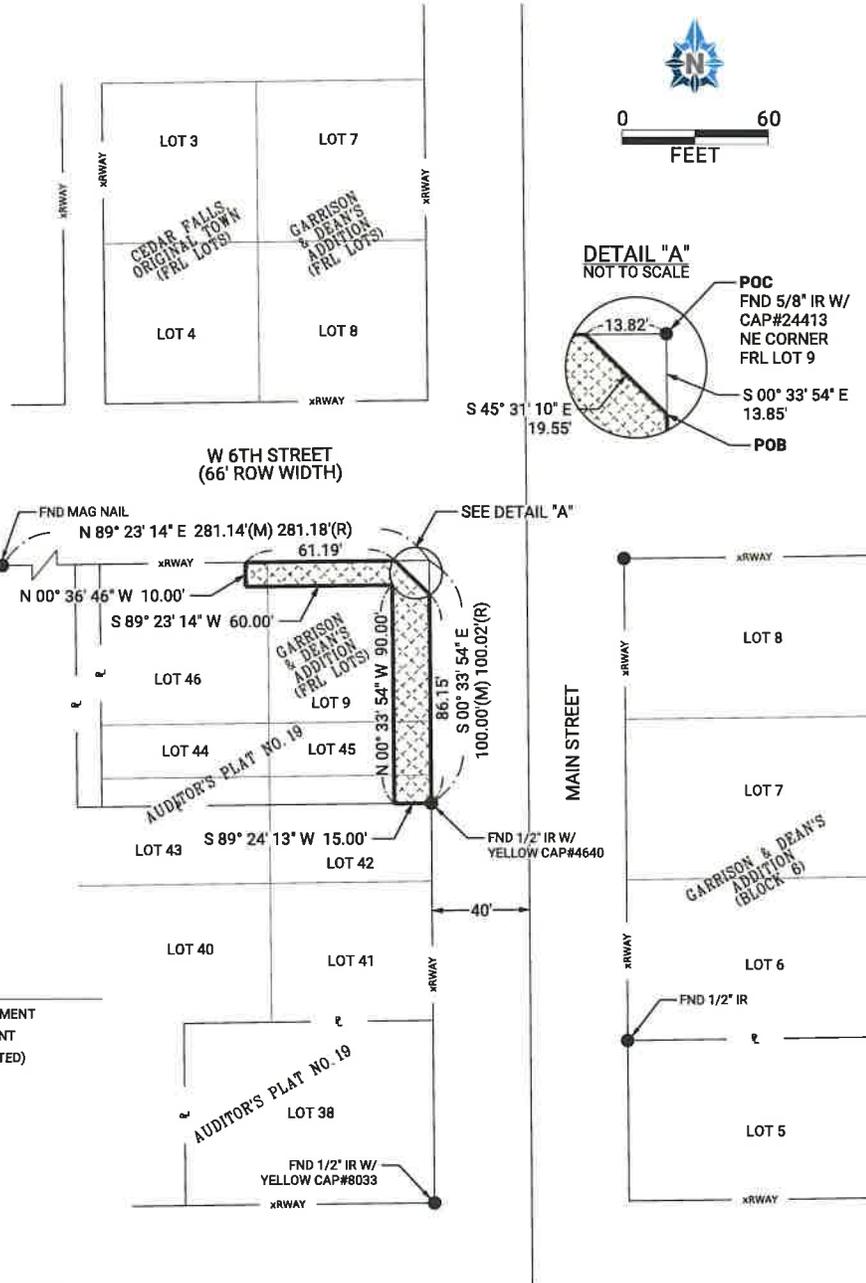
COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF SAID FRACTIONAL ROW; THENCE SOUTH 00° 33' 54" EAST, 13.85 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 33' 54" EAST, 86.15 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 89° 24' 13" WEST, 15.00 FEET; THENCE NORTH 00° 33' 54" WEST, 90.00 FEET; THENCE SOUTH 89° 23' 14" WEST, 60.00 FEET; THENCE NORTH 00° 36' 46" WEST, 10.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W 6TH STREET; THENCE NORTH 89° 23' 14" EAST, 61.19 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 45° 31' 10" EAST, 19.55 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,004 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" RED ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Pattern] TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022



Inc. agend	
Location:	Lot 9, Fractional Block, Garrison & Dean's Addition
Requestor:	City of Cedar Falls
Proprietor:	Casey's Marketing Company
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 156-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
601 MAIN STREET
PARCEL 156

PROPERTY OWNER:

CASEYS MARKETING COMPANY
P.O. BOX 54288
LEXINGTON, KY 40555
FILE NO. 2012-00001372

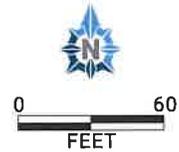
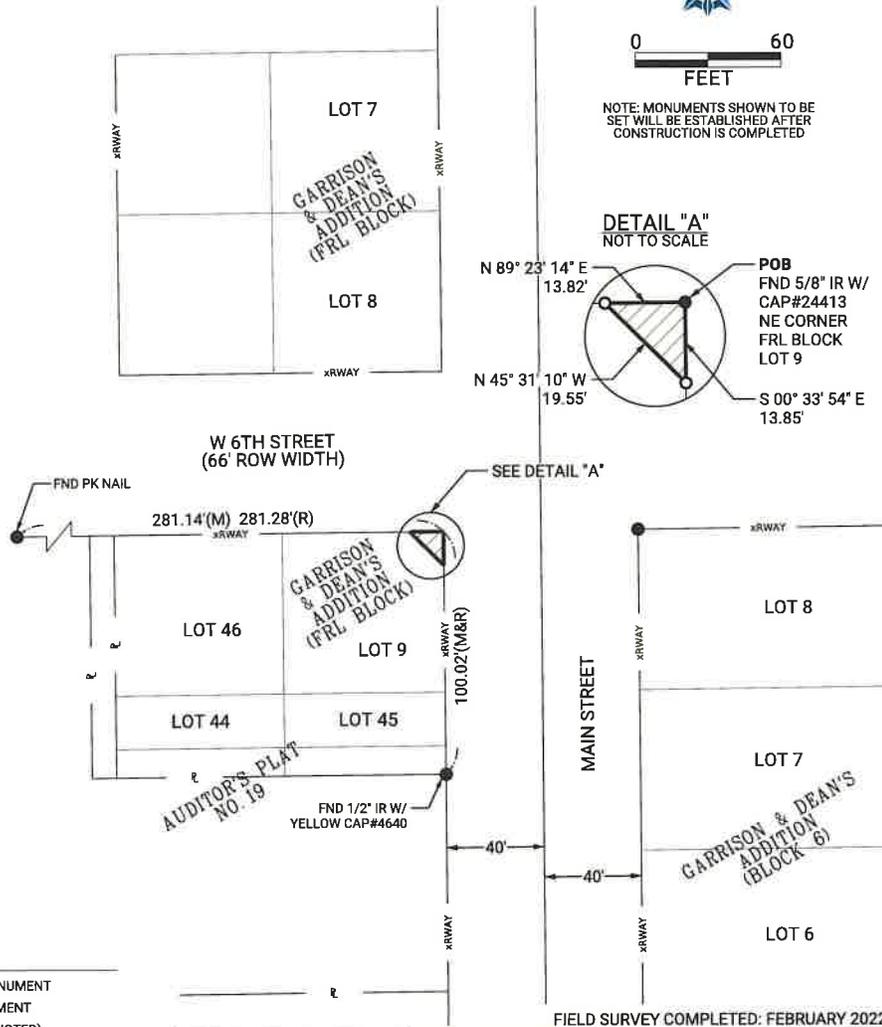
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 9, FRACTIONAL BLOCK OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9, THENCE SOUTH 00° 33' 54" EAST, 13.85 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 45° 31' 10" WEST, 19.55 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W 6TH STREET; THENCE NORTH 89° 23' 14" EAST, 13.82 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

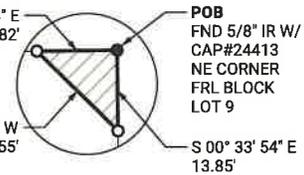
SAID TRACT CONTAINS 96 SQUARE FEET OR 0.002 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

DETAIL "A"
NOT TO SCALE



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2\"/>



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

WESLEY F. SHIMP, P.L.S. _____ DATE _____
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal: _____

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



SHEET
1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1123 & 1125 Main Street
Parcel Number: 197
Project Number: RC-000-3283**

**County Tax Parcel No: 891412391013
Project Name: Main Street Reconstruction**

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between K3D, LLC, a company organized and existing under the laws of Iowa, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat (Exhibit A)

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
<u>\$396,000.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
<u>\$396,000.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land and Structure(s) by Fee Title	<u>7,022</u> sq. ft.	<u>\$396,000.00</u>
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	_____ sq. ft.	\$ _____
Permanent Easement	_____ sq. ft.	\$ _____
Severance Damages		\$ _____

- 4. Seller grants to the City a Fee Acquisition as shown on the attached acquisition plat. Seller also agrees to execute a Warranty Deed at closing.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use

and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

K3D, LLC

X Ryan J Kriener 7-21-22
 By: Ryan J Kriener Date
 Title: Managing Member

X _____ Date
 By: _____
 Title: _____

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 21 day of July, 2022, by Ryan Kriener as Managing Member of K3D LLC.

Brianna Keene
 Signature of notarial officer

June 1, 2023
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

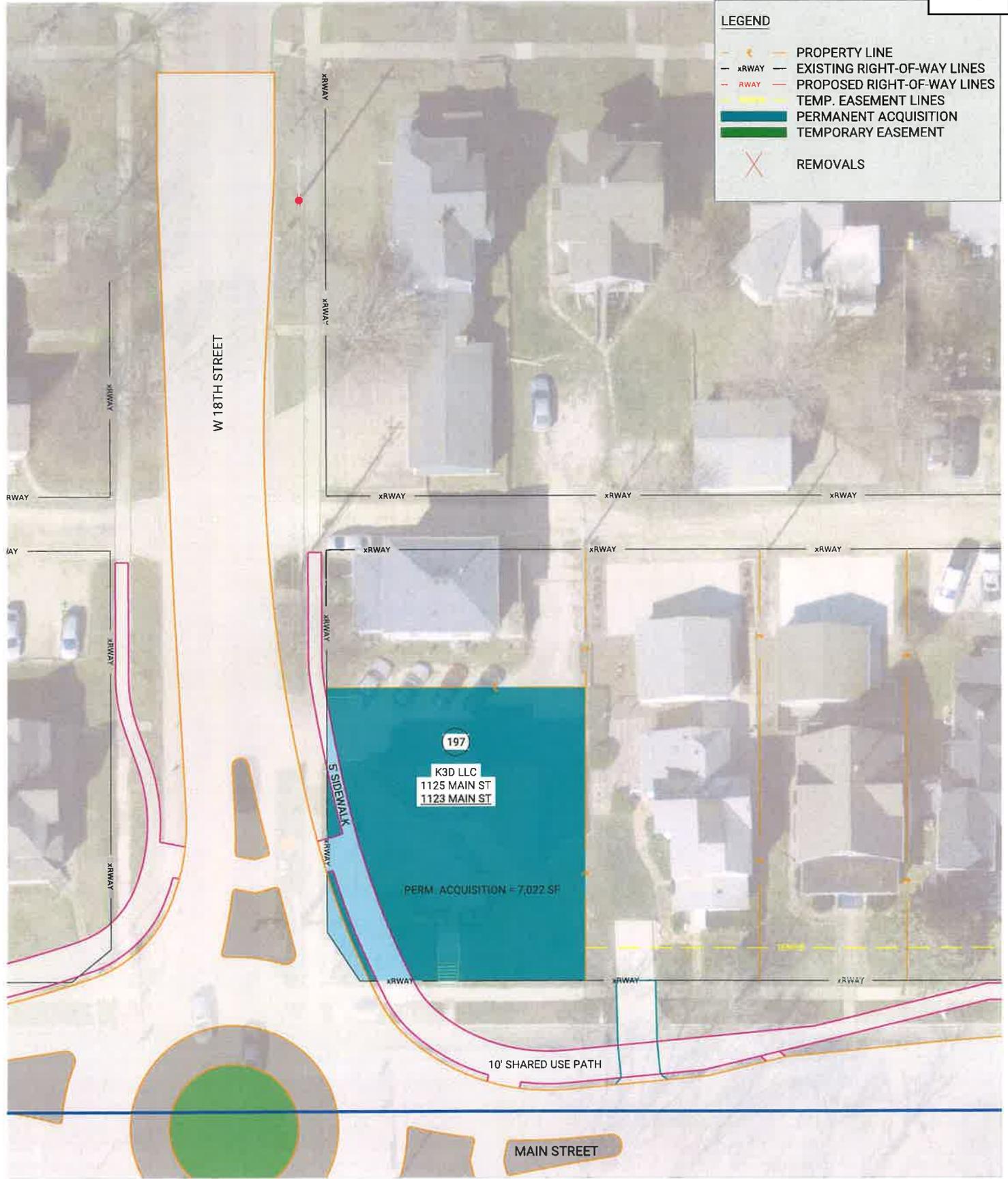
This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINES
- PROPOSED RIGHT-OF-WAY LINES
- TEMP. EASEMENT LINES
- PERMANENT ACQUISITION
- TEMPORARY EASEMENT
- REMOVALS



12/21/2021 5:03 PM pww:/foth-pw-bentley.com/foth-pw-01/Documents/Clients/Cedar Falls IA C/Main Street Reconstruction/CAD/Display/Parcel Impact Exhibit/0021CB017_02_ACO.dgn



**MAIN STREET RECONSTRUCTION
6TH STREET TO UNIVERSITY AVENUE
CITY PROJ. NO.: RC-000-3283**



PARCEL 197

0 20 336

SCALE: 1" = 40'

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1203 Main Street
Parcel Number: 204
Project Number: RC-000-3283**

**County Tax Parcel No: 891413129009
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202__,
by and between D & V Holdings, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat (Exhibit A)

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$264,000.00	on possession and conveyance	60 days after Buyer approval
\$264,000.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land and Structure(s) by Fee Title	9,350	sq. ft.	\$264,000.00
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	_____	sq. ft.	\$ _____
Permanent Easement	_____	sq. ft.	\$ _____
Severance Damages	_____		\$ _____

- 4. Seller grants to the City a Fee Acquisition as shown on the attached acquisition plat. Seller also agrees to execute a Warranty Deed at closing.

5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.
11. Seller has the right to salvage, at their own cost, the following appliances and architectural features from the property within thirty (30) days from approval of this Agreement by the City Council of the City of Cedar Falls, Iowa or before the closing of the property, whichever comes first. Those items to be salvaged include the following:
- 2: Gas stoves, 2: Fridges, window air conditioning units,
fire extinguishers, washing machine, extension cords, 1 light
fixture, interior stained glass windows*
-

Any property remaining after such 30-day period shall immediately become the property of the City to dispose of as it sees fit and Seller shall forfeit any and all rights to salvage anything from the property thereafter, with no further notice to Seller required.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

D & V Holdings, LLC

X David Christopherson aug 9 2022 X _____
 By: David Christopherson Date _____ Date _____
 Title: Owner - Manager Title: _____

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 9th day of August, 2022, by Dave Christopherson as owner/manager of D&V Holdings LLC.

[Signature]
 Signature of notarial officer

5/30/2025
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
 Robert M. Green, Mayor

ATTEST:

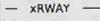
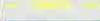
By: _____
 Jacqueline Danielsen, MMC
 City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

My Commission Expires: _____
 Notary Public in and for the State of Iowa

LEGEND

-  PROPERTY LINE
-  EXISTING RIGHT-OF-WAY LINES
-  PROPOSED RIGHT-OF-WAY LINES
-  TEMP. EASEMENT LINES
-  PERMANENT ACQUISITION
-  TEMPORARY EASEMENT
-  REMOVALS



12/21/2021 4:01 PM pwr://foth-pw.bentley.com/foth-pw-01/Documents/Clients/Cedar Falls IA C/Main Street Reconstruction/CAD/Displays/Parcel Impact Exhibits/0021C017.02_ACO.dgn



**MAIN STREET RECONSTRUCTION
6TH STREET TO UNIVERSITY AVENUE
CITY PROJ. NO.: RC-000-3283**

The logo for Foth, consisting of a blue star-like shape and the word 'Foth'.



PARCEL 204

A scale bar showing 0, 20, and 340 units. Below the bar, the text reads 'SCALE: 1" = 40''.

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 1209 Main St.
Parcel Number: 205
Project Number: RC-000-3283

County Tax Parcel No: 891413129004
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_, by and between Tigerhawk Rentals, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,365.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,365.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	<u>651</u>	sq. ft.	<u>\$ 5,385.00</u>
Underlying Fee Title	_____	sq. ft.	<u>\$ _____</u>
Temporary Easement	<u>742</u>	sq. ft.	<u>\$ 980.00</u>
Permanent Easement	_____	sq. ft.	<u>\$ _____</u>
Buildings			<u>\$ _____</u>
Other			<u>\$ _____</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
 - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
 - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Tigerhawk Rentals, LLC

[Signature] 4-20-22
 By: Peter Tentinger Date
 Title: OWNER

 By: _____ Date
 Title: _____

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 20 day of April, 2022, by Peter Tentinger as owner of Tigerhawk Rentals LLC

[Signature]
 Signature of notarial officer

June 1, 2023
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 205-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1209 MAIN STREET
 PARCEL 205

PROPERTY OWNER:

TIGERHAWK RENTALS, LLC
 4301 GRANITE RIDGE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00024578

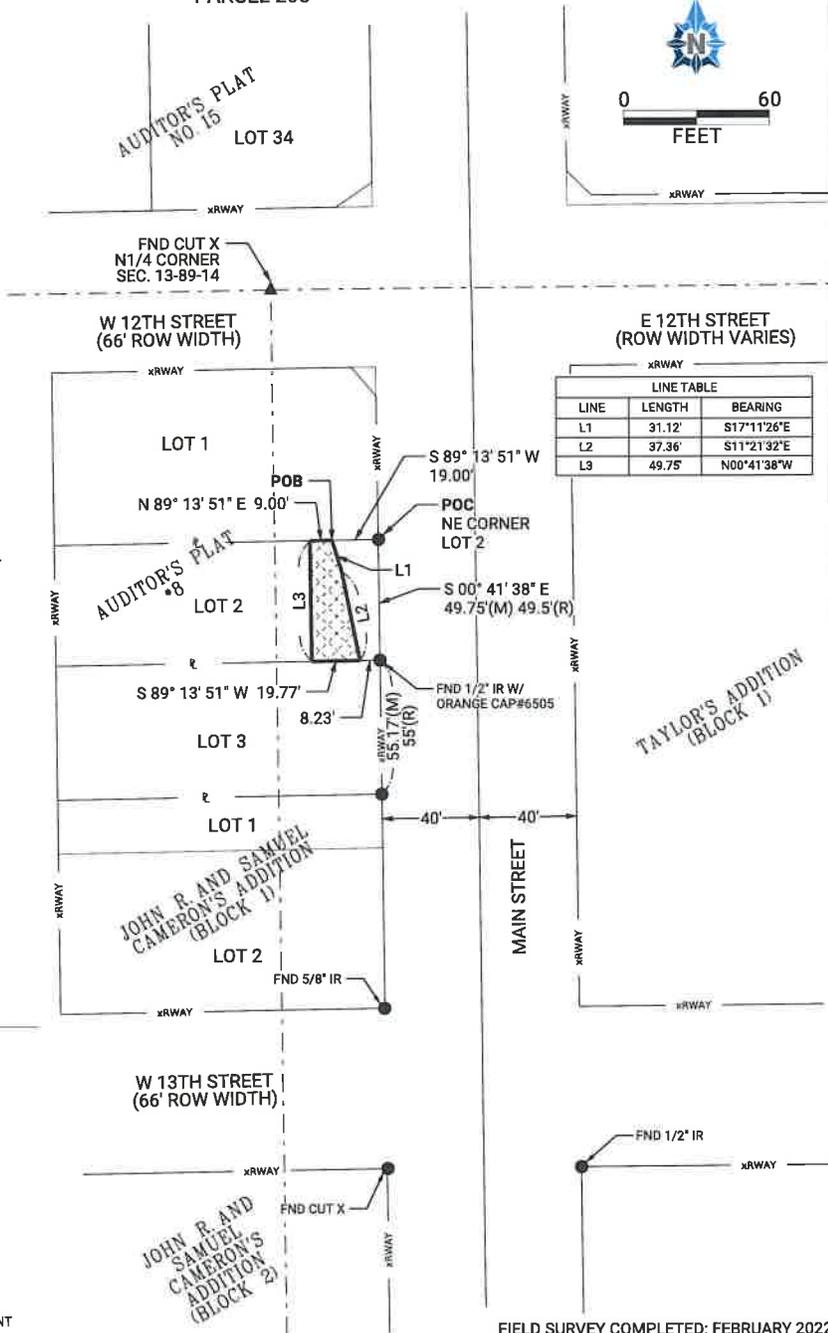
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 120 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 89° 13' 51" WEST, 19.00 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE SOUTH 17° 11' 26" EAST, 31.12 FEET; THENCE SOUTH 11° 21' 32" EAST, 37.36 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89° 13' 51" WEST, 19.77 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 41' 38" WEST, 49.75 FEET TO SAID NORTH LINE; THENCE NORTH 89° 13' 51" EAST, 9.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 742 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

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

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by Tigerhawk Rentals, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Tigerhawk Rentals, LLC

[Signature] 4-20-22
Date

By: Peter Tentinger

By: _____ Date

Title: owner

Title: _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 20 day of April, 2022, by Peter Tentinger, as owner of Tigerhawk Rentals LLC.



[Signature]
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 205-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1209 MAIN STREET
 PARCEL 205

PROPERTY OWNER:

TIGERHAWK RENTALS, LLC
 4301 GRANITE RIDGE ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00024578

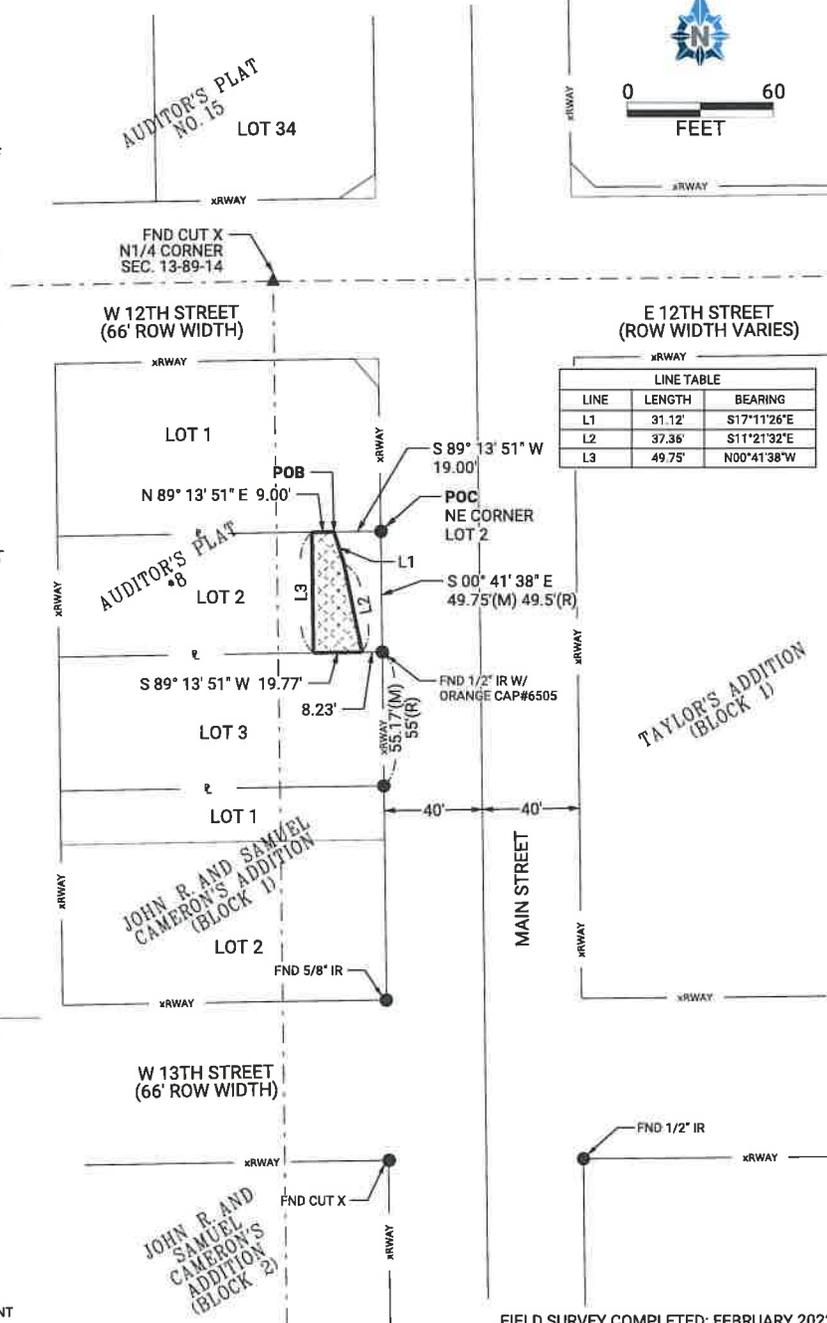
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 120 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 89° 13' 51" WEST, 19.00 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE SOUTH 17° 11' 26" EAST, 31.12 FEET; THENCE SOUTH 11° 21' 32" EAST, 37.36 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89° 13' 51" WEST, 19.77 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 41' 38" WEST, 49.75 FEET TO SAID NORTH LINE; THENCE NORTH 89° 13' 51" EAST, 9.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 742 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- e- EXISTING LOT LINE
- r- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

Index and	
Location:	Lot 2, Auditor's Plat #8
Requestor:	City of Cedar Falls
Proprietor:	Tigerhawk Rentals, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 205-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1209 MAIN STREET
PARCEL 205

PROPERTY OWNER:

TIGERHAWK RENTALS, LLC
4301 GRANITE RIDGE ROAD
CEDAR FALLS, IA 50613
FILE NO. 2021-00024578

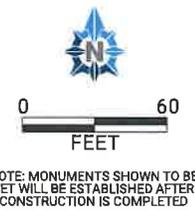
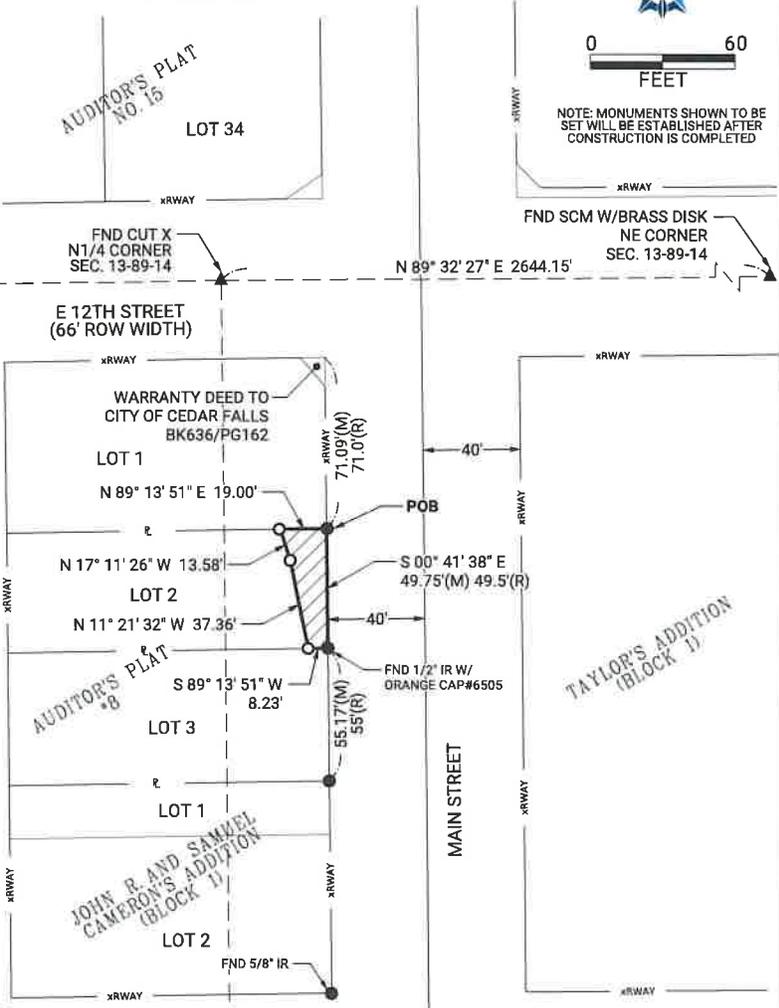
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 00° 41' 38" EAST, 49.75 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89° 13' 51" WEST, 8.23 FEET ALONG SAID SOUTH LINE; THENCE NORTH 11° 21' 32" WEST, 37.36 FEET; THENCE NORTH 17° 11' 26" WEST, 13.58 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 89° 13' 51" EAST, 19.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

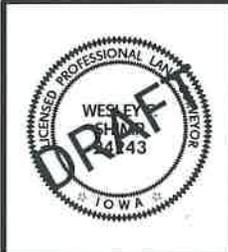
SAID TRACT CONTAINS 651 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1" PIPE (UNLESS NOTED)
 - SET 1/2" FERROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - e - PROPERTY LINE
 - ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FIELD SURVEY COMPLETED: FEBRUARY 2022



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

WESLEY F. SHIMP, P.L.S. _____ DATE _____
 License Number: 24243
 My license renewal date is DECEMBER 31, 2022
 Pages or sheets covered by this seal: _____

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



SHEET
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/29/2022

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1217 Main St.
Parcel Number: 206
Project Number: RC-000-3283**

**County Tax Parcel No: 891413129005
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Jonathan Mossman and Olivia Mossman, husband and wife, Seller, and the City of Cedar
Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 3,620.00	on possession and conveyance	60 days after Buyer approval
\$ 3,620.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	227 sq. ft.	\$ 1,880.00
Underlying Fee Title	sq. ft.	\$
Temporary Easement	1,318 sq. ft.	\$ 1,740.00
Permanent Easement	sq. ft.	\$
Buildings		\$
Other		\$

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

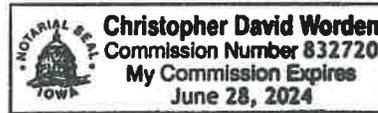
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *Jonathan Mossman* 2/16/22
 Jonathan Mossman Date

X *Olivia Mossman* 2/16/22
 Olivia Mossman Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 16 day of February, 2022, by
Jonathan Mossman + Olivia Mossman

[Signature]
 Signature of notarial officer

06/28/2024
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Index Land	
Location:	Lot 3, Auditor's Plat #8
Requestor:	City of Cedar Falls
Proprietor:	Mossman, Jonathan & Mossman, Olivia
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 206-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
PARCEL 206

PROPERTY OWNER:

MOSSMAN, JONATHAN
MOSSMAN, OLIVIA
1217 MAIN STREET
CEDAR FALLS, IA 50613
FILE NO. 2019-00015694

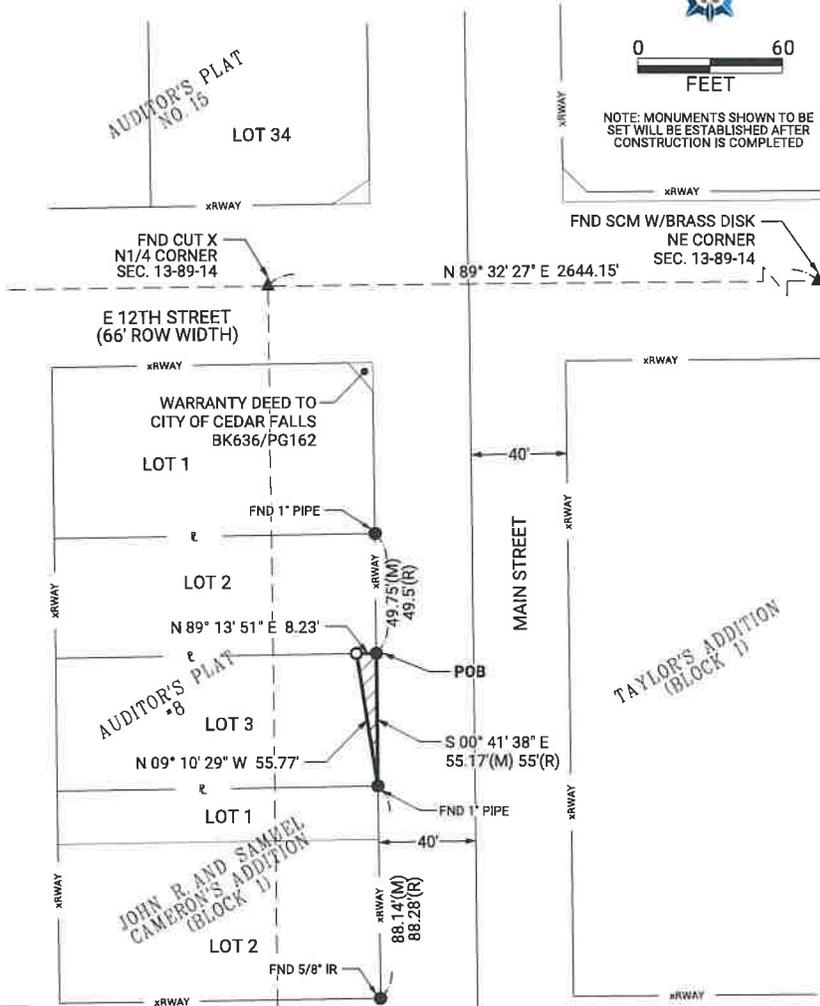
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 00° 41' 38" EAST, 55.17 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 09° 10' 29" WEST, 55.77 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89° 13' 51" EAST, 8.23 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 227 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" RED ROD W/ORANGE CAP #6505 (UNLESS NOTED)
- SET 1/2" RED ROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- e - EXISTING LOT LINE
- p - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FIELD SURVEY COMPLETED: FEBRUARY 2022

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.	
	WESLEY F. SHIMP, P.L.S. License Number: 24243 My license renewal date is DECEMBER 31, 2022 Pages or sheets covered by this seal:	DATE: _____

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
• Phone: 319-365-9565 •

SHEET
1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 206-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 206

PROPERTY OWNER:

MOSSMAN, JONATHAN
 MOSSMAN, OLIVIA
 1217 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2019-00015694

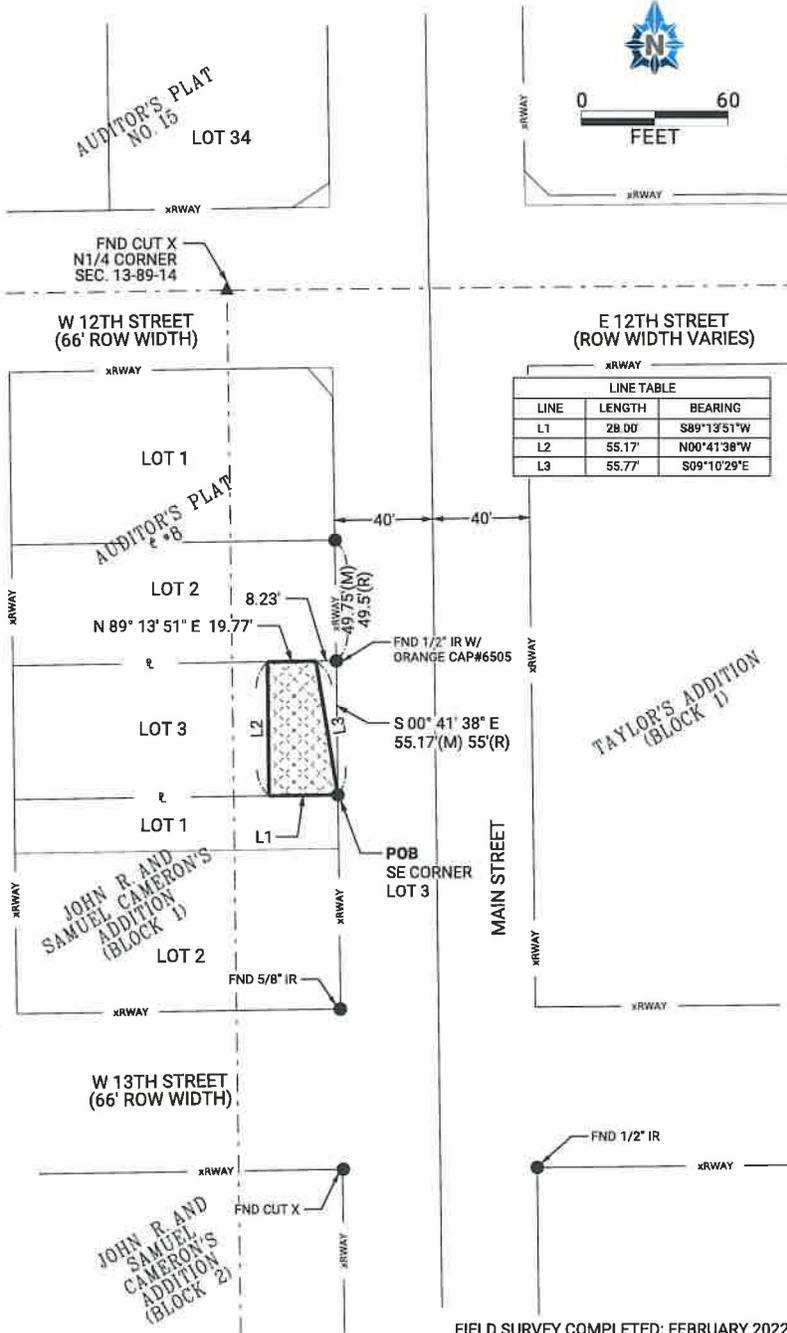
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 120 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 89° 13' 51" WEST, 28.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 00° 41' 38" WEST, 55.17 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89° 13' 51" EAST, 19.77 FEET ALONG SAID NORTH LINE; THENCE SOUTH 09° 10' 29" EAST, 55.77 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,318 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	28.00'	S89°13'51"W
L2	55.17'	N00°41'38"W
L3	55.77'	S09°10'29"E

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1" PIPE (UNLESS NOTED)
 - SET 1/2" REDD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - - - SECTION LINE
 - xRWAY - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - t - PROPERTY LINE
 - [Shaded Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

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

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20____, by Jonathan Mossman and Olivia Mossman, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

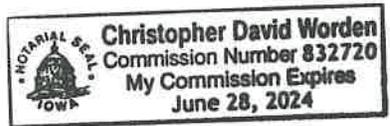
GRANTORS:

Jonathan Mossman
Jonathan Mossman

Olivia Mossman
Olivia Mossman

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 16th day of February, 2022, by Jonathan Mossman & Olivia Mossman, Grantors.

Christopher David Worden
Signature of notarial officer

Stamp

Notary
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 206-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 206

PROPERTY OWNER:

MOSSMAN, JONATHAN
 MOSSMAN, OLIVIA
 1217 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2019-00015694

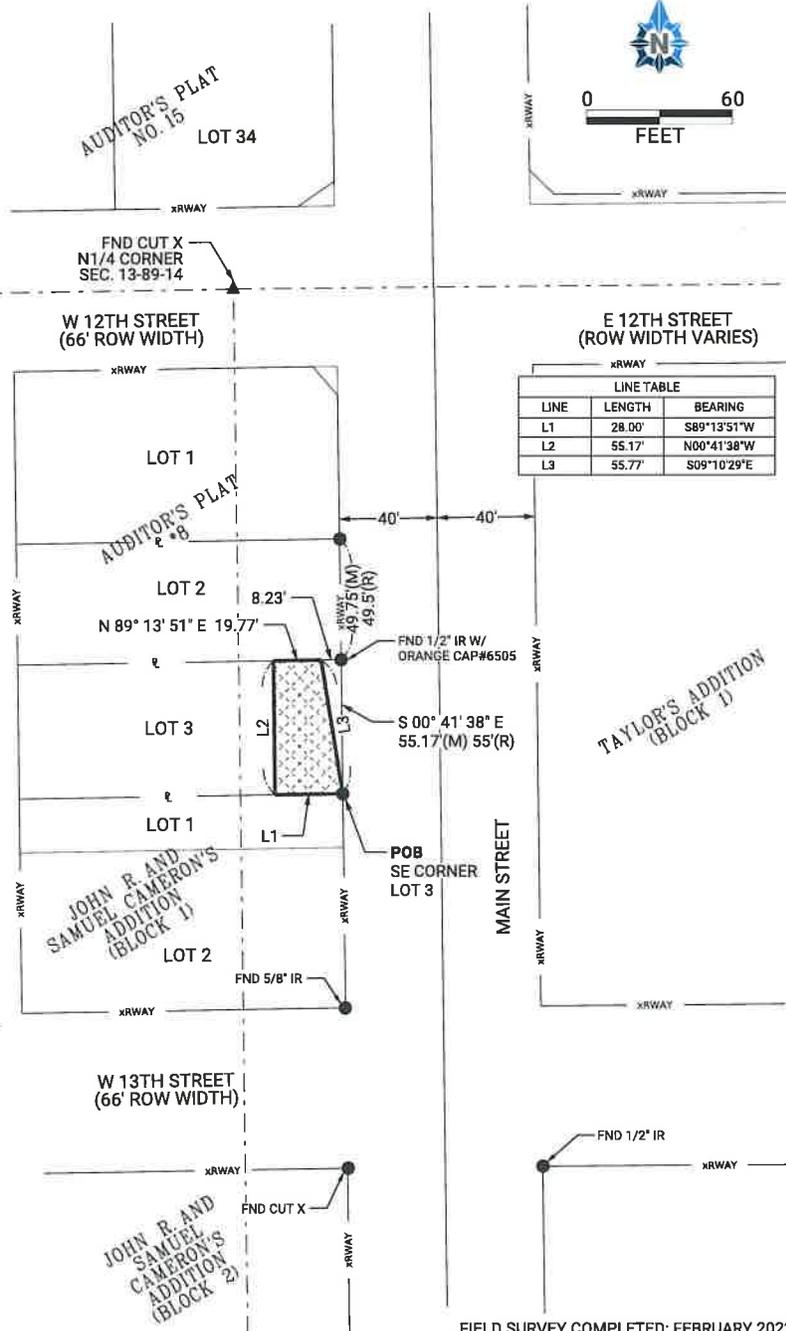
LEGAL DESCRIPTION:

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BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 89° 13' 51" WEST, 28.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 00° 41' 38" WEST, 55.17 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89° 13' 51" EAST, 19.77 FEET ALONG SAID NORTH LINE; THENCE SOUTH 09° 10' 29" EAST, 55.77 FEET TO THE POINT OF BEGINNING.

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LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
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- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- e- PROPERTY LINE
- [Pattern Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 2221 Main St.
Parcel Number: 291
Project Number: RC-000-3283**

**County Tax Parcel No: 891413341008
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_,
by and between Riverside Investments, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,750.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,750.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>990</u>	sq. ft.	_____	\$ <u>1,310.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other: Administrative Settlement				\$ <u>440.00</u>

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.
- 11. Buyer further agrees to construct a driveway approach to Main Street at no cost to Seller in exchange for Seller's agreement that there shall only ever be one driveway approach from Seller's property to Main Street. Seller agrees to execute an Agreement Regarding Driveway Approach to Main Street in the form attached as "Exhibit B".

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Riverside Investments, LLC

X _____	X <u>Stephen R. Jordan</u>	<u>8-2-2022</u>
Date	Date	
By: _____	By: <u>STEPHEN R. JORDAN</u>	
Title: _____	Title: <u>Manager</u>	

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 2 day of August, 2022, by Stephen R. Jordan as Manager of Riverside Investments LLC

<u>Brianna Keeney</u>	<u>June 1, 2023</u>
Signature of notarial officer	Commission Expires

BRITAIN KENNY
1900
1900

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 291-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2221 MAIN STREET
 PARCEL 291

PROPERTY OWNER:

RIVERSIDE INVESTMENTS, LLC
 P.O. BOX 413
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00007099

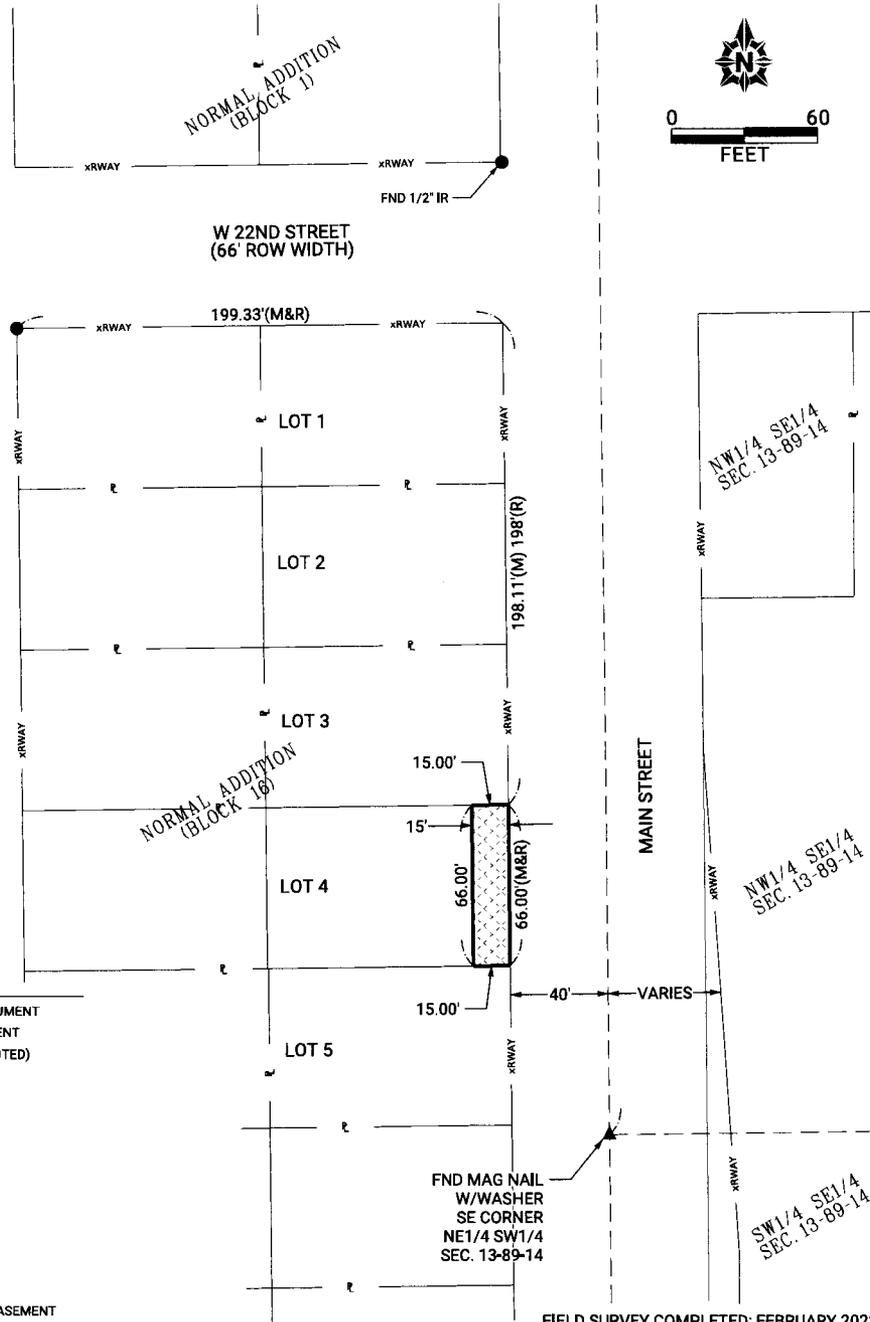
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF LOT 4, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 990 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- | - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FND MAG NAIL
 W/WASHER
 SE CORNER
 NE 1/4 SW 1/4
 SEC. 13-89-14

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20__, by Riverside Investments, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Riverside Investments, LLC

X Stephen R. Jordan 8-8-2022
Date

X _____
Date

By: STEPHEN R. JORDAN

By: _____

Title: MANAGER

Title: _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 2 day of August,
2022, by Stephen R. Jordan, as Manager of
Riverside Investments LLC.

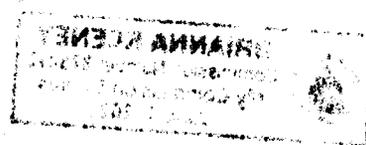


Brianna Keeney
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: June 1, 2023]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 291-T

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 P.O. BOX 413
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 FILE NO. 2021-00007099

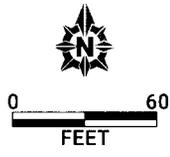
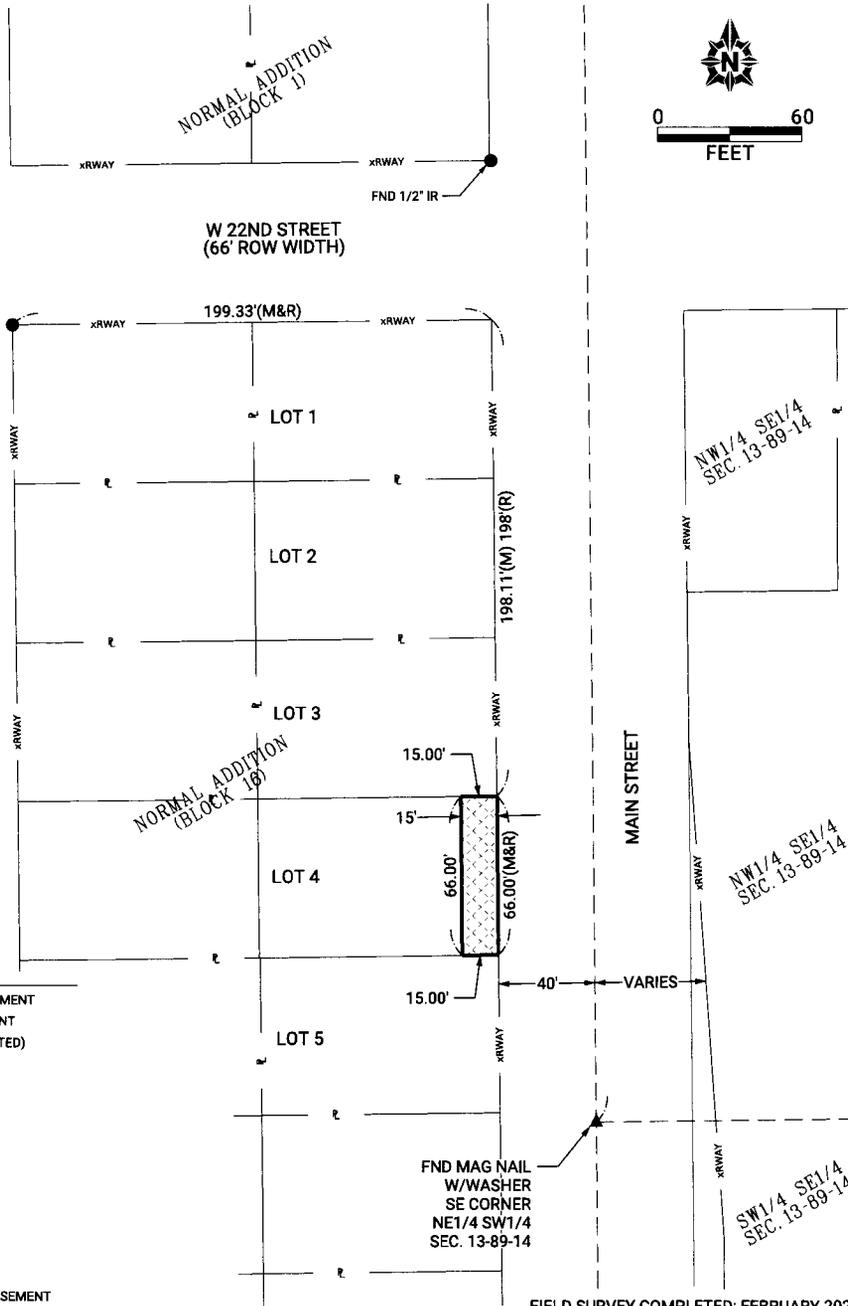
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF LOT 4, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 990 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2301 Main St.
Parcel Number: 292
Project Number: RC-000-3283

County Tax Parcel No: 891413341010
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_, by and between Riverside Investments, LLC, an Iowa limited liability company, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,750.00	on possession and conveyance	60 days after Buyer approval
\$ 1,750.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	990	sq. ft.	\$ 1,310.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other: Administrative Settlement			\$ 440.00

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Riverside Investments, LLC

X _____
 Date

By: _____

Title: _____

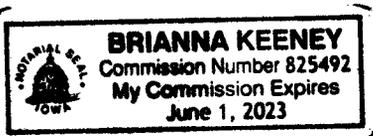
X Stephen R. Jordan 8-2-2022
 Date

By: STEPHEN R. JORDAN

Title: Manager

State of Iowa

County of Black Hawk



This record was acknowledged before me on the 2 day of August, 2022, by Stephen R. Jordan as Manager of Riverside Investments LLC

Brianna Keeney
 Signature of notarial officer

June 1, 2023
 Commission Expires

BRIANNA KELLY
Commissioner of the
My Comm
June 2012

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 292-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2301 MAIN STREET
 PARCEL 292

PROPERTY OWNER:

RIVERSIDE INVESTMENTS, LLC
 P.O. BOX 413
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00007099

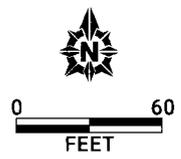
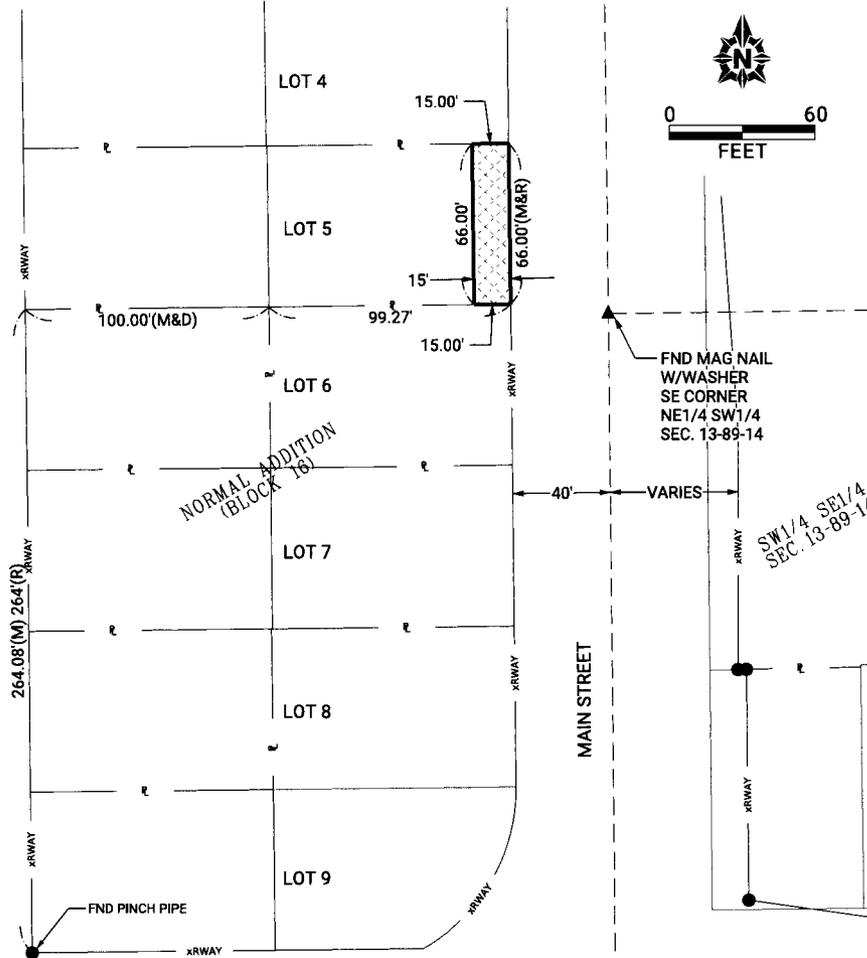
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF LOT 5, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 990 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

SEERLEY BOULEVARD
 (99' ROW WIDTH)

AUDITOR'S PLAT NO. 11
 PLAT OF SURVEY REPLACEMENT SURVEY
 FILE NO. 2021-00003436

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20____, by Riverside Investments, LLC, an Iowa limited liability company ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Riverside Investments, LLC

X Stephen R. Jordan 8-2-2022
Date

By: STEPHEN R. JORDAN

Title: Manager

X _____
Date

By: _____

Title: _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 2 day of August,
2022, by Stephen R. Jordan, as Manager of
Riverside Investments LLC.



Brianna Keeney
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 1, 2023]

BRIAN KEENEY
Governor, Vermont
My Commission Expires
June 30, 2023



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 292-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2301 MAIN STREET
 PARCEL 292

PROPERTY OWNER:

RIVERSIDE INVESTMENTS, LLC
 P.O. BOX 413
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00007099

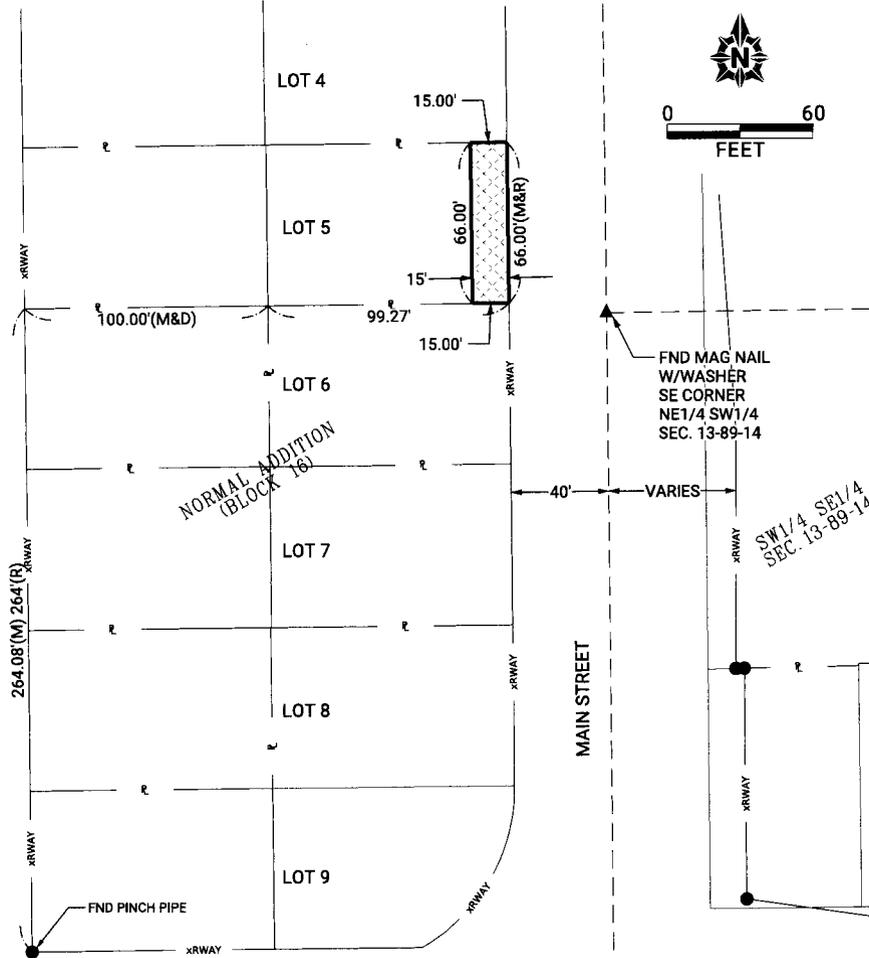
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF LOT 5, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 990 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- r- PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

SEERLEY BOULEVARD
 (99' ROW WIDTH)

AUDITOR'S PLAT NO. 11
 PLAT OF SURVEY NO. 2021-00015418
 RESTRICTION SURVEY

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022



SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 7404 University Ave
Parcel Number: 300
Project Number: RC-000-3283**

**County Tax Parcel No: 891413377035
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_,
by and between D & J Investments, Inc., Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>86,500.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>86,500.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	<u>2,939</u> sq. ft.	\$ <u>58,780.00</u>
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>8,306</u> sq. ft.	\$ <u>26,580.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Severance Damages		\$ <u>1,125.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary Easement as shown on the attached acquisition plat and/or temporary easement plat. Seller also agrees to execute a Warranty Deed, and Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

D & J Investments, Inc.

[Signature] 8-1-2022
 By: _____ Date _____
 Title: President

 By: _____ Date _____
 Title: _____

State of Iowa
 County of Black Hawk

This record was acknowledged before me on the 1 day of August, 2022, by Dan Deery as President of D&J Investments.

[Signature]
 Signature of notarial officer

12/10/2022
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Index Legend	
Location:	Part of Lot 2, Auditor's Plat No. 11
Requestor:	City of Cedar Falls
Proprietor:	D and J Investments, Inc.
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 300-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 7404 UNIVERSITY AVENUE
 PARCEL 300

LEGAL DESCRIPTION PARCEL "A":

A PARCEL OF LAND LOCATED IN LOT 2, AUDITOR'S PLAT NO. 11, AN OFFICIAL PLAT, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 42' 49" EAST, 392.83 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 20' 53" WEST, 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 42' 49" EAST, 30.14 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 07° 02' 20" WEST, 30.33 FEET; THENCE NORTH 89° 20' 53" EAST, 3.34 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 50 SQUARE FEET OR 0.001 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGAL DESCRIPTION PARCEL "B":

A PARCEL OF LAND LOCATED IN LOT 2, AUDITOR'S PLAT NO. 11, AN OFFICIAL PLAT, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 42' 49" EAST, 392.83 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 20' 53" WEST, 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE CONTINUING SOUTH 89° 20' 53" WEST, 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68° 34' 33" WEST, 67.02 FEET; THENCE NORTH 00° 42' 49" WEST, 57.97 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SEERLEY BOULEVARD; THENCE NORTH 89° 20' 53" EAST, 62.69 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 34.20 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,889 SQUARE FEET OR 0.07 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

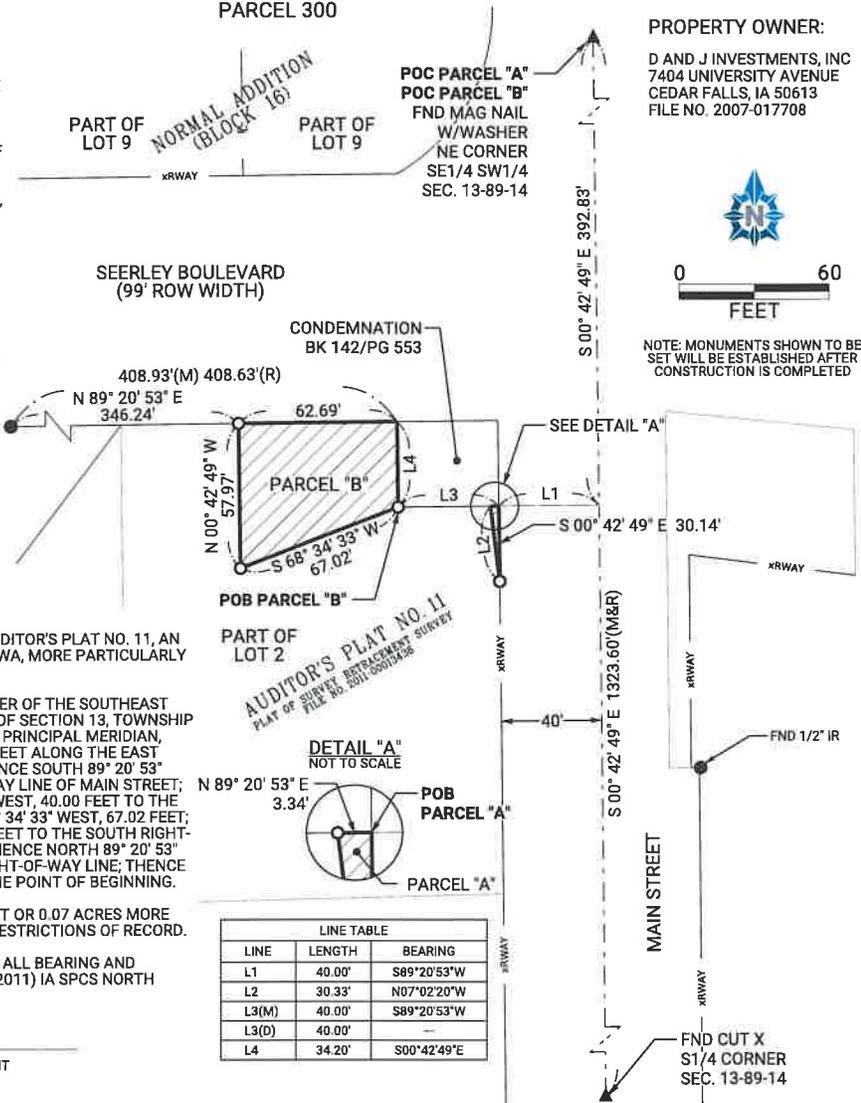
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LEGEND

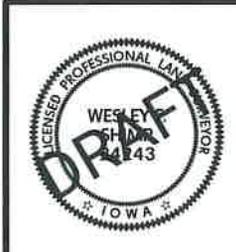
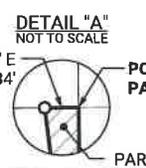
- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" RED ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

PROPERTY OWNER:

D AND J INVESTMENTS, INC
 7404 UNIVERSITY AVENUE
 CEDAR FALLS, IA 50613
 FILE NO. 2007-017708



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	S89°20'53"W
L2	30.33'	N07°02'20"W
L3(M)	40.00'	S89°20'53"W
L3(D)	40.00'	-
L4	34.20'	S00°42'49"E



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

WESLEY F. SHIMP, P.L.S. _____ DATE _____
 License Number: 24243
 My license renewal date is DECEMBER 31, 2022.
 Pages or sheets covered by this seal: _____

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 300-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 7404 UNIVERSITY AVENUE
 PARCEL 300

PROPERTY OWNER:

D AND J INVESTMENTS, INC
 7404 UNIVERSITY AVENUE
 CEDAR FALLS, IA 50613
 FILE NO. 2007-017708

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOTS 2 AND 3, AUDITOR'S PLAT NO. 11, AN OFFICIAL PLAT, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

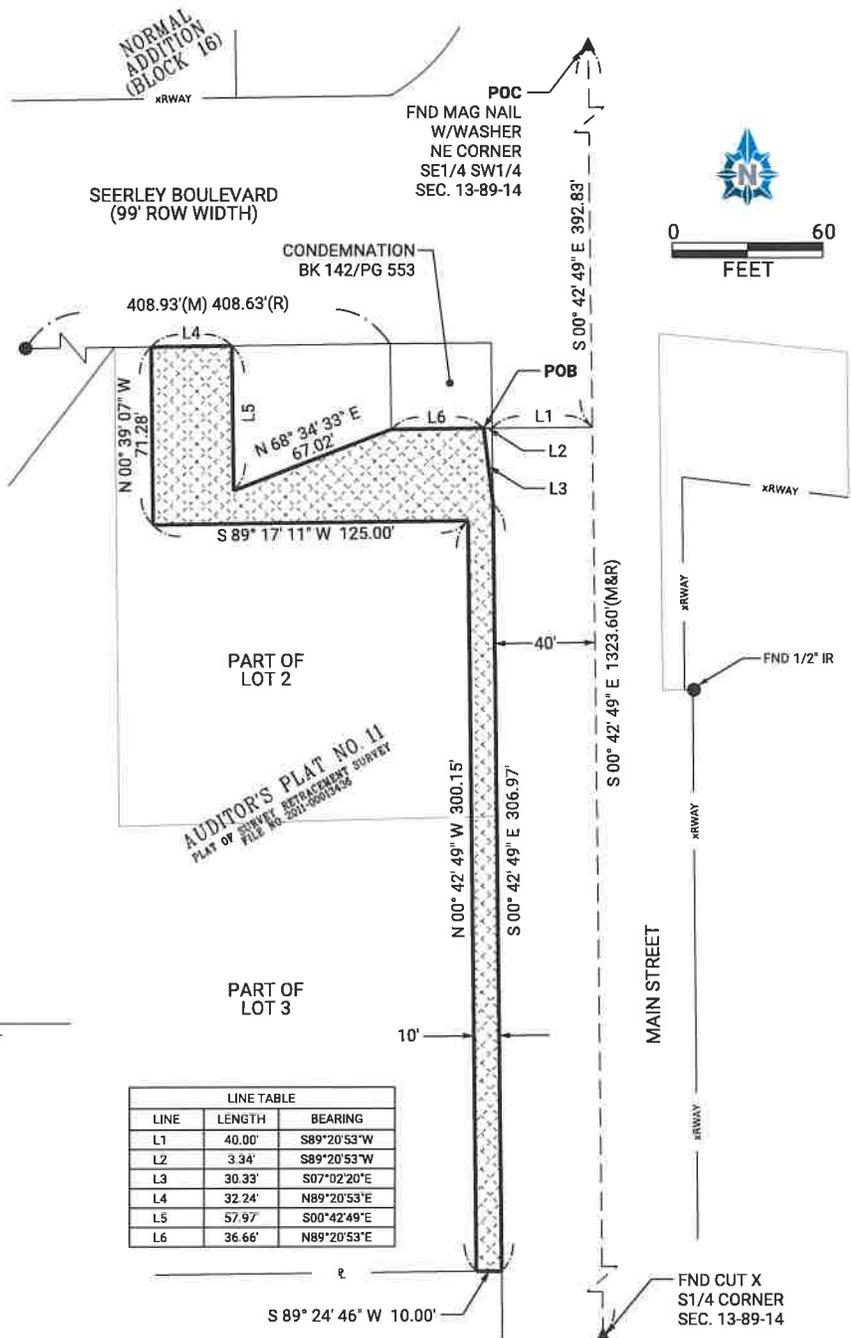
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 42' 49" EAST, 392.83 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 20' 53" WEST, 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE CONTINUING SOUTH 89° 20' 53" WEST, 3.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07° 02' 20" EAST, 30.33 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 306.97 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 89° 24' 46" WEST, 10.00 FEET; THENCE NORTH 00° 42' 49" WEST, 300.15 FEET; THENCE SOUTH 89° 17' 11" WEST, 125.00 FEET; THENCE NORTH 00° 39' 07" WEST, 71.28 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SEERLEY BOULEVARD; THENCE NORTH 89° 20' 53" EAST, 32.24 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 57.97 FEET; THENCE NORTH 68° 34' 33" EAST, 67.02 FEET; THENCE NORTH 89° 20' 53" EAST, 36.66 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 8,306 SQUARE FEET OR 0.19 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℓ- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20__, by D & J Investments, Inc. (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

D & J Investments, Inc.

By: [Signature] Date 8-1-2022
Title: President

By: _____ Date _____
Title: _____

State of Iowa)
County of Black Hawk)

This record was acknowledged before me on the 1 day of August, 2022, by Dan Deery, as President of D & J Investments.

[Signature]
Signature of notarial officer



Stamp
[Iowa notary]
Title of Office

[My commission expires: 12/10/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

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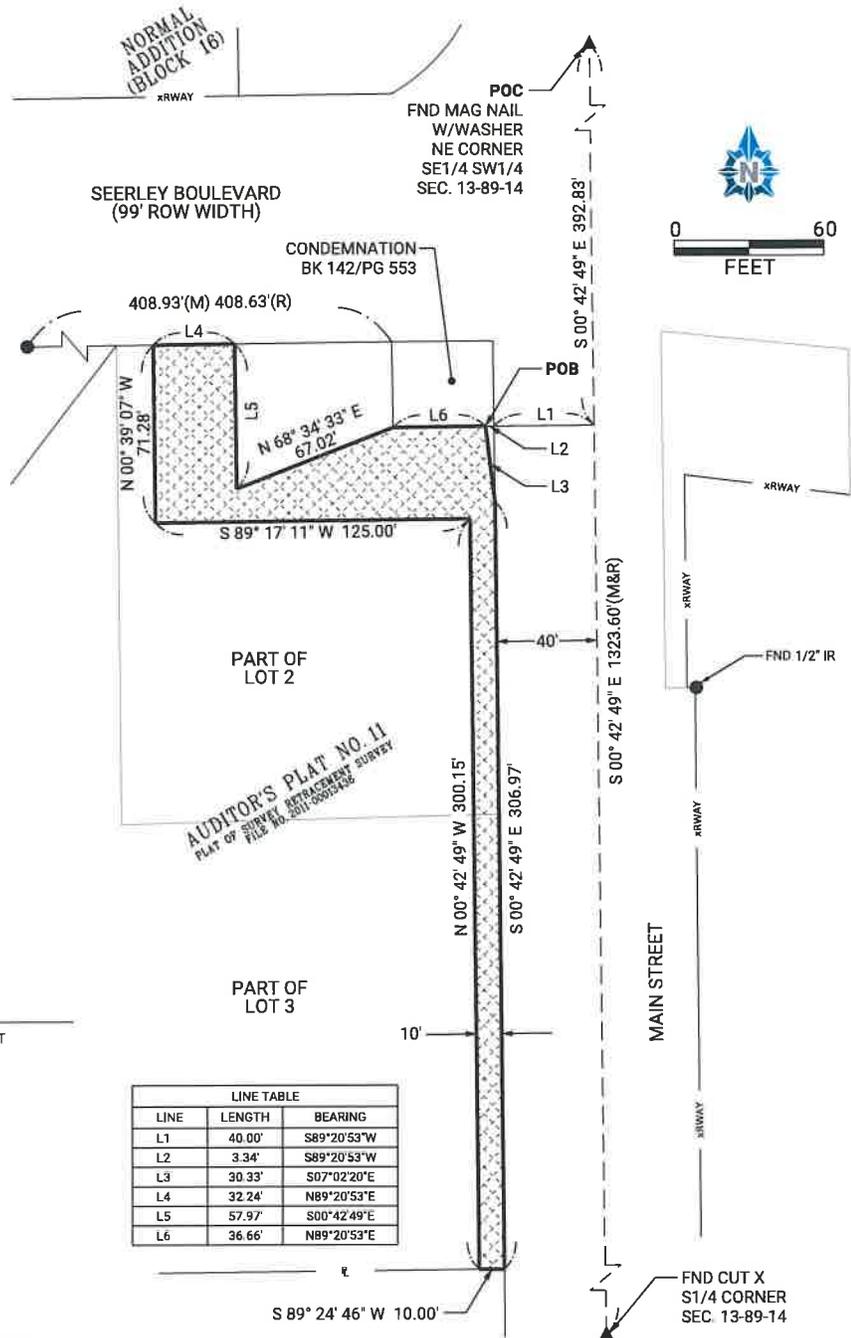
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FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: August 29, 2022
SUBJECT: Petition from City Council to amend the Downtown Character District (TA22-003)

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

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

Minutes from the July 18th City Council meeting:

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

Direction from Planning and Zoning Commission

At the Commission’s August 10, 2022 meeting, the Commission discussed the petition from the

City Council and directed staff to prepare draft language for consideration at a public hearing on August 24, 2022.

RECOMMENDATION: At their August 24, 2022 meeting, on a vote of 4-5, the Planning and Zoning Commission recommended denial of the attached amendments to the zoning ordinance. Therefore, staff now recommends that the Council set a date for public hearing on these amendments for September 19, 2022.

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

Attachments:

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

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

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

C. Applicability and Development Review

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

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

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

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

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

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

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

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

(b) APPLICATION COMPLETENESS REVIEW

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

(c) REVIEW, REFERRAL, AND RECOMMENDATION

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

(d) REVIEW AND DECISION-MAKING

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

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

(e) APPEAL

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

Sec. 26-37. Site Plan

(a) APPLICABILITY

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

(b) AUTHORITY

A site plan is required for:

(1) Character Districts

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

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

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

(c) APPLICATION PROCEDURES

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

(d) DECISION CRITERIA

The site plan shall be reviewed against the following criteria:

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

~~(e) LIMITATION OF APPROVAL~~

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

(f) EFFECT

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

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

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

(2) Modifications to Site plans

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



MAYOR ROBERT M. GREEN

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

Item 26.

MEMORANDUM

Office of the Mayor

Zornow

FROM: Mayor Robert M. Green
TO: City Council
DATE: August 31, 2022
SUBJECT: **Change Proposal for the City Code Regarding Council Meetings**
REF: (a) CFD 1121.22: Council Meeting Procedures

1. **Summary.** Given the recent update to reference (a), I respectfully request five updates to the City Code to remove unnecessary duplication and clarify the code. The below changes would not modify any existing processes or authorities. I have obtained legal counsel from the City Attorney; he has expressed no concerns to me regarding the below changes.
2. **Requested Changes.**
 - **Change 1: Delete the existing Section 2-46 regarding meeting quorums:** This statement is an unnecessary replication of Rule 2.3 in reference (a).
 - **Change 2: Add a new Section 2-46 regarding council meeting procedures:** This new language specifies that the city council shall establish and maintain council meeting procedures. In change #3 below, I request to remove the list of specific standing committees from the City Code and to instead permanently maintain them in the Council Meeting Procedures. In order to cite that document, I believe it is proper and logical to establish that document here in the City Code first.
 - **Change 3: Remove the list of specific standing committees from Sec 2-68(b):** This list is already maintained in the Council Meeting Procedures, so should be removed from the City Code. Duplication causes confusion during times when the City Code and Council Meeting Procedures do not match, and this change will eliminate the problem.
 - **Change 4: Delete Sec 2-70 to 2-72 regarding committee processes:** These sections describe information provided to committees, committee reporting, and discharge of special committees already exist in reference (a).
 - **Change 5: Delete Sec 2-103 to 2-130 regarding parliamentary rules:** These rules are already contained in the Council Meeting Procedures, and provide no added value here. No similar language exists in the 30+ other Iowa municipal codes I have reviewed.
2. Thank you for your consideration of these housekeeping changes, in the interest of continuous improvement of local government. Please contact me with any questions.

Encl: (1) Proposed changes to City Code of Ordinances

###

ORDINANCE NO. _____

AN ORDINANCE **(1)** REPEALING SECTION 2-46, QUORUM, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-46, ESTABLISHMENT OF COUNCIL MEETING PROCEDURES; **(2)** REPEALING DIVISION 2, COMMITTEES, OF ARTICLE II, CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW DIVISION 2, COMMITTEES, CONSISTING OF SECTION 2-68, APPOINTMENT; STANDING COMMITTEES, AND SECTION 2-69, NUMBER OF MEMBERS; AND **(3)** REPEALING DIVISION 3, RULES OF PROCEDURE, OF ARTICLE II, CITY COUNCIL, ALL CONTAINED IN CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE COUNCIL PROCEDURES FROM THE CODE OF ORDINANCES.

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

Section 1. Section 2-46, Quorum, of Division 1, Generally, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-46, Establishment of Meeting Procedures, is enacted in lieu thereof, as follows:

Sec. 2-46. – Quorum.

~~A majority of the whole number of members of the council shall be necessary to constitute a quorum. Less than a quorum may adjourn from time to time.~~

~~(Code 2017, § 2-42)~~

Sec. 2-46. – Establishment of council meeting procedures,

~~The Cedar Falls city council shall establish for itself, and update from time to time, rules for the conduct of its regular meetings, committee meetings, and work sessions. These council meeting procedures shall include parliamentary guidance particular to the needs of the council.~~

Section 2. Division 2, Committees, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 2, Committees, is enacted in lieu thereof, as follows:

DIVISION 2. - COMMITTEES

Sec. 2-68. - Appointment; standing committees.

(a) ~~Any~~ standing committees of the council shall be appointed by the mayor, and ~~any~~ special committees shall be appointed by the mayor unless specifically directed by the council. ~~All~~ ~~S~~standing committees of the council shall be appointed by the mayor annually at

the first regular meeting of the council in January of each year, or as soon thereafter as practicable, and the first person named on each committee shall be the chairperson of such committee.

(b) Standing committees of the council may be established within the council meeting procedures provided for in Section 2-46.

~~The following shall be the standing committees:~~

~~(1) Administration.~~

~~(2) Public works.~~

~~(3) Community relations and planning.~~

(Code 2017, § 2-61)

Sec. 2-69. - Number of members.

(a) ~~The S~~standing committees of the council shall consist of seven members each.

(b) ~~All S~~special committees of the council shall consist of five members each, unless some other number is specified by the resolution which appoints such special committee.

(Code 2017, § 2-62; Ord. No. 2605, § 1, 10-23-2006)

~~**Sec. 2-70. - Distribution of information when matter referred to committee.**~~

~~The city clerk shall forward all the papers to the appropriate committees and officers as soon as possible after the referral to a committee of the council has been made.~~

~~(Code 2017, § 2-63)~~

~~**Sec. 2-71. - Reports.**~~

~~Standing and special committees of the council to whom references are made, in all cases, shall report in writing the state of facts, with their opinion, which opinion shall be summed up in the form of an order, resolution or recommendation, unless otherwise ordered by the council.~~

~~(Code 2017, § 2-64)~~

~~**Sec. 2-72. - Discharge of special committees.**~~

~~On the acceptance of a final report from a special committee of the council, the committee shall be considered discharged without a vote, unless otherwise ordered.~~

~~(Code 2017, § 2-65)~~

Secs. 2-~~7370~~—2-102. - Reserved.

Section 3. Division 3, Rules of Procedure, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: September 6, 2022

SUBJECT: Updates to City Code Section 23-374 – Parking Prohibited on Specific Streets

The no parking ordinance on Utility Parkway from Waterloo Road to Irving Street currently exists on the northerly and westerly side of the street. Cedar Falls Utilities (CFU) has requested that the east and south side of the street within these same limits also be considered for no parking. Parking is currently allowed on the east and south side of Utility Parkway. This area creates concerns of a congested corridor that can lead to single lane traffic and also potential vehicular movement conflicts onto and from Waterloo Road, 12th Street and Irving Street.

The Engineering Division is recommending that the current parking that exists on the east south side of Utility Parkway from Waterloo Road to Irving Street be restricted and designated as permanently prohibited parking. This will make the street safer with regards to traffic activities and vehicular movements within the corridor from Waterloo Road to Irving Street.

The Engineering Division is proposing changes to City Code Section 23-374 – Parking Prohibited on Specific Streets so the code will match the proposed limits of the no parking along Utility Parkway. Please see the attached changes to City Code Section 23-374 – Parking Prohibited on Specific Streets.

The Engineering Division of the Public Works Department recommends approval to set the newly defined area to prohibit on-street parking. This area is shown on the attached exhibit.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works



Item 27.

Current No
Parking Limits

Proposed Area of
Additional Prohibited
Parking

405



July 29, 2022

Mr. Ron Gaines, City Administrator
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613

RE: Utility Parkway – request for No Parking Ordinance

Dear Ron:

On July 28, 2022, we discussed CFU's concerns with traffic activity along Utility Parkway with you and Chase Schrage.

Specifically, we respectfully request the City Council consider a change its street parking ordinance, specifically City Code §23-374, so that parking would be prohibited on both sides of Utility Parkway. Currently, the ordinance prohibits parking on the west and north sides from the east curb line of Waterloo Road northerly and easterly to the entrance to Washington Park. We would appreciate the prohibition of parking on the east side of Utility Parkway from the east curb line of Waterloo Road northerly and easterly to the east curb line of Irving Street. I have spoken with Western Home leadership (a neighboring employer), and they have no objections to this request.



Thank you for your assistance, as well as the Council's consideration.

Sincerely,

Steven Bernard

Steven E. Bernard
 General Manager/CEO

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY STRIKING THE SUBSECTION PROHIBITING PARKING ON PORTIONS OF UTILITY PARKWAY, AND ENACTING A NEW SUBSECTION PROHIBITING PARKING ON ALL OF UTILITY PARKWAY.

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

Section 1. The unnumbered subsection prohibiting parking on portions of Utility Parkway contained in Section 23-374, Parking prohibited on specific streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, is hereby stricken in its entirety and a new unnumbered subsection prohibiting parking on both sides of Utility Parkway contained in Section 23-374 is enacted, as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Utility Parkway	<i>On both sides of the street from Waterloo Road to Irving Street.</i>

INTRODUCED: _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

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

Street	Portion Where Parking Prohibited
Utility Parkway	On the west and north sides from the east curb line of Waterloo Road northerly and easterly to the entrance to Washington Park.
Utility Parkway	On both sides of the street from Waterloo Road to Irving Street.

(Ord. No. 2945, § 2, 6-17-2019)

DAILY INVOICES 09/10/22

Item 28.

PREPARED 08/30/2022, 13:08:04
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ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-1028	441.83-05	TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						
267		02/23	AP	08/16/22	0397395 LUDWIG, ANDREA	51.40		08/22/22
		RMB: FUEL-AD05						
ACCOUNT TOTAL						51.40	.00	51.40
101-1038	441.81-32	PROFESSIONAL SERVICES / TUITION ASSISTANCE						
281		02/23	AP	08/16/22	0397402 BARRON, CARSON	2,169.03		08/24/22
		TUITION REIMBURSEMENT PUBL.POL.ANALY./HR MGMT.						
ACCOUNT TOTAL						2,169.03	.00	2,169.03
101-1038	441.81-53	PROFESSIONAL SERVICES / JOB NOTICES						
267		02/23	AP	07/29/22	0397398 SANDRA HARRIS	412.50		08/22/22
		RMB: CULT.PROG.SUPV.EXP. MILEAGE						
267		02/23	AP	07/25/22	0397392 CORY HURLESS	663.77		08/22/22
		RMB: CULT.PROG.SUPV.EXP. AIRFARE AND HOTEL						
ACCOUNT TOTAL						1,076.27	.00	1,076.27
101-1060	423.89-34	MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.						
2388		12/22	AP	06/09/22	0000000 SANDEE'S LIMITED	1,149.90		08/30/22
		BERG 2 RMB SLP '22-WATER BOTTLES & FLASHLIGHTS						
ACCOUNT TOTAL						1,149.90	.00	1,149.90
101-1061	423.89-42	MISCELLANEOUS SERVICES / ADULT E-MATERIALS						
2388		12/22	AP	06/07/22	0000000 OVERDRIVE, INC.	14.99		08/30/22
		ADULT E-BOOKS						
2388		12/22	AP	06/07/22	0000000 OVERDRIVE, INC.	69.99		08/30/22
		ADULT AUDIO BOOKS						
ACCOUNT TOTAL						84.98	.00	84.98
101-1199	421.31-11	HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS						
267		02/23	AP	07/01/22	0397399 SCHWARZ, DEAN LESTER	33.60		08/22/22
		RMB: BOOK & ART SOLD						
267		02/23	AP	06/22/22	0397399 SCHWARZ, DEAN LESTER	16.10		08/22/22
		RMB: BOOK SOLD						
267		02/23	AP	06/18/22	0397399 SCHWARZ, DEAN LESTER	17.50		08/22/22
		RMB: ART SOLD						
267		02/23	AP	06/18/22	0397399 SCHWARZ, DEAN LESTER	44.10		08/22/22
		RMB: ART & BOOK SOLD						
267		02/23	AP	06/18/22	0397399 SCHWARZ, DEAN LESTER	14.00		08/22/22
		RMB: ART SOLD						

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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										
101-1199-421.31-11 HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS						continued				
267		02/23 AP		06/17/22	0397399	SCHWARZ, DEAN LESTER	16.10		08/22/22	
		RMB: BOOK SOLD								
267		02/23 AP		06/14/22	0397399	SCHWARZ, DEAN LESTER	59.50		08/22/22	
		RMB: ART SOLD								
ACCOUNT TOTAL							200.90	.00	200.90	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	12.00		08/24/22	
		RCD:ORDINANCE NO.3014								
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	47.00		08/24/22	
		RCD:STRM.WTR.MAINT.& RPR. AGRMT.-WESTERN HOME								
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	12.00		08/24/22	
		RCD:RESOLUTION #22,892								
ACCOUNT TOTAL							71.00	.00	71.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	188.43		08/26/22	
		UTILITIES THRU 08/05/22								
ACCOUNT TOTAL							188.43	.00	188.43	
101-2253-423.85-01 UTILITIES / UTILITIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	7,591.14		08/26/22	
		UTILITIES THRU 08/05/22								
ACCOUNT TOTAL							7,591.14	.00	7,591.14	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	13,173.30		08/26/22	
		UTILITIES THRU 08/05/22								
ACCOUNT TOTAL							13,173.30	.00	13,173.30	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
297		02/23 AP		08/24/22	0397419	STEVE SMITH	75.00		08/26/22	
		REF.-GATEWAY PARK DEPOSIT								
297		02/23 AP		08/24/22	0397410	COLLEEN RIEKS	75.00		08/26/22	
		REF.-GATEWAY PARK DEPOSIT								
221		02/23 AP		08/10/22	0397384	CEDAR FALLS POLICE PROTECTIVE	75.00		08/12/22	
		REFUND-GATEWAY DEPOSIT								
ACCOUNT TOTAL							225.00	.00	225.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.72-70						OPERATING SUPPLIES / CLASSROOM SUPPLIES				
267		02/23 AP		08/16/22	0397401	VERASTEGUI, ANA	277.81			08/22/22
						RMB:CLASSROOM SUPPLIES				
						ACCOUNT TOTAL	277.81	.00	277.81	
101-2280-423.85-01 UTILITIES / UTILITIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	962.64			08/26/22
						UTILITIES THRU 08/05/22				
						ACCOUNT TOTAL	962.64	.00	962.64	
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
267		02/23 AP		08/16/22	0397397	MARK SCHREINER	500.00			08/22/22
						REFUND-SECURITY DEPOSIT				
						ACCOUNT TOTAL	500.00	.00	500.00	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
297		02/23 AP		08/18/22	0397406	BALTES, THOMAS	14.01			08/26/22
						RMB:MEALS-ACTIVE SHOOTER				
297		02/23 AP		08/18/22	0397406	BALTES, THOMAS	12.39			08/26/22
						RMB:MEALS-ACTIVE SHOOTER				
						ACCOUNT TOTAL	26.40	.00	26.40	
101-4511-414.85-01 UTILITIES / UTILITIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	1,294.82			08/26/22
						UTILITIES THRU 08/05/22				
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	4,006.28			08/12/22
						UTILITIES THRU 7/20/22				
						ACCOUNT TOTAL	5,301.10	.00	5,301.10	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	145.93			08/26/22
						UTILITIES THRU 08/05/22				
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	36.43			08/12/22
						UTILITIES THRU 7/20/22				
						ACCOUNT TOTAL	182.36	.00	182.36	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
209		02/23 AP		08/03/22	0397379	RUSSELL, PRESTON	24.60			08/10/22

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT			continued
	209			02/23 AP 07/22/22	0397377	RMB:OPT.EQUIP.-BATTERY PK JANIKOWSKI, KYLE	58.80		08/10/22
						RMB:OPT.EQUIP.-HOLSTER SCHEELS BLACK HAWK			
						ACCOUNT TOTAL	83.40	.00	83.40
101-5521-415.72-33						OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM			
	297			02/23 AP 08/11/22	0397408	RMB:UNIFORM ALLOWANCE BUCK, MATT	92.17		08/26/22
						GALLS			
						ACCOUNT TOTAL	92.17	.00	92.17
101-5521-415.82-01						COMMUNICATION / TELEPHONE			
	297			02/23 AP 08/10/22	0397422	COVERT CAMERA CELL PLAN U.S. CELLULAR	102.77		08/26/22
						ACCOUNT TOTAL	102.77	.00	102.77
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
	267			02/23 AP 08/19/22	0397393	RMB:MEALS-FTO SCHOOL DANILSON, CEDRIC	176.95		08/22/22
	297			02/23 AP 08/11/22	0397412	RMB:MEALS-CENTRAL SQUARE JOHNSTON EICK, ALEXIS	31.03		08/26/22
	297			02/23 AP 08/03/22	0397417	RMB:MEALS-CENTRAL SQUARE REIMERS, LIESEL TRAINING-WATERLOO	16.81		08/26/22
	297			02/23 AP 08/03/22	0397417	RMB:MEALS-CENTRAL SQUARE REIMERS, LIESEL TRAINING-WATERLOO	18.67		08/26/22
						RMB:MEALS-CENTRAL SQUARE TRAINING-WATERLOO			
						ACCOUNT TOTAL	243.46	.00	243.46
101-5521-415.83-08						TRANSPORTATION&EDUCATION / ACADEMY			
	281			02/23 AP 08/24/22	0397405	RMB:MEALS-SEPT-CR ACADEMY LUCK, ASHLEY	285.00		08/24/22
						PER DIEM			
						ACCOUNT TOTAL	285.00	.00	285.00
101-5521-415.85-01						UTILITIES / UTILITIES			
	221			02/23 AP 07/20/22	0397385	UTILITIES THRU 7/20/22 CEDAR FALLS UTILITIES	3,794.38		08/12/22
						ACCOUNT TOTAL	3,794.38	.00	3,794.38
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			

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GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS				continued
221		02/23	AP	07/20/22	0397385	CEDAR FALLS UTILITIES	117.96			08/12/22
						UTILITIES THRU 7/20/22				
						ACCOUNT TOTAL	117.96	.00		117.96
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
297		02/23	AP	08/13/22	0397413	HARRENSTEIN, JEFFREY	39.20			08/26/22
						RMB:UNIFORM ALLOWANCE COSTCO				
297		02/23	AP	07/29/22	0397415	MARCOTTE, MIKE	149.80			08/26/22
						RMB:UNIFORM ALLOWANCE SCHEELS				
297		02/23	AP	07/28/22	0397416	O'NEILL, DENNIS	79.65			08/26/22
						RMB:UNIFORM ALLOWANCE JOCKEY OUTLET STORE				
297		02/23	AP	07/28/22	0397416	O'NEILL, DENNIS	49.99			08/26/22
						RMB:UNIFORM ALLOWANCE NIKE OUTLET STORE				
209		02/23	AP	07/27/22	0397380	ZOLONDEK, JOHN	149.80			08/10/22
						RMB:UNIFORM ALLOWANCE SCHEELS				
209		02/23	AP	07/22/22	0397377	JANIKOWSKI, KYLE	74.18			08/10/22
						RMB:UNIFORM ALLOWANCE GALLS				
						ACCOUNT TOTAL	542.62	.00		542.62
101-6613-433.85-01 UTILITIES / UTILITIES										
297		02/23	AP	08/05/22	0397409	CEDAR FALLS UTILITIES	209.80			08/26/22
						UTILITIES THRU 08/05/22				
221		02/23	AP	07/20/22	0397385	CEDAR FALLS UTILITIES	232.86			08/12/22
						UTILITIES THRU 7/20/22				
						ACCOUNT TOTAL	442.66	.00		442.66
101-6616-446.85-01 UTILITIES / UTILITIES										
297		02/23	AP	08/05/22	0397409	CEDAR FALLS UTILITIES	8,171.12			08/26/22
						UTILITIES THRU 08/05/22				
221		02/23	AP	07/20/22	0397385	CEDAR FALLS UTILITIES	795.60			08/12/22
						UTILITIES THRU 7/20/22				
						ACCOUNT TOTAL	8,966.72	.00		8,966.72
101-6623-423.85-01 UTILITIES / UTILITIES										
297		02/23	AP	08/05/22	0397409	CEDAR FALLS UTILITIES	1,135.26			08/26/22
						UTILITIES THRU 08/05/22				
						ACCOUNT TOTAL	1,135.26	.00		1,135.26
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
209		02/23 AP		08/01/22	0397376	CENTURYLINK	63.51		08/10/22
						CEDAR RIVER GAUGE-JUL'22			
						ACCOUNT TOTAL	63.51	.00	63.51
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
221		02/23 AP		06/26/22	0397387	CORWIN, BRIAN	129.61		08/12/22
						RMB:SAFETY SHOES-B CORWIN NO PO			
						ACCOUNT TOTAL	129.61	.00	129.61
101-6633-423.85-01 UTILITIES / UTILITIES									
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	2,225.83		08/26/22
						UTILITIES THRU 08/05/22			
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	797.93		08/12/22
						UTILITIES THRU 7/20/22			
						ACCOUNT TOTAL	3,023.76	.00	3,023.76
						FUND TOTAL	52,254.94	.00	52,254.94
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-56						OPERATING SUPPLIES / FLOOD CONTROL			
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	132.31		08/26/22
						UTILITIES THRU 08/05/22			
						ACCOUNT TOTAL	132.31	.00	132.31
206-6637-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
267		02/23 AP		08/08/22	0397394	ERICKSON, NIK	130.41		08/22/22
						RMB:SAFETY SHOES PO# 56757			
						ACCOUNT TOTAL	130.41	.00	130.41
206-6637-436.82-01						COMMUNICATION / TELEPHONE			
267		02/23 AP		08/06/22	0397400	U.S. CELLULAR	15.80		08/22/22
						CELL PHONE:8/6-9/5/22			
						ACCOUNT TOTAL	15.80	.00	15.80
206-6637-436.85-01						UTILITIES / UTILITIES			

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.85-01 UTILITIES / UTILITIES						continued				
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	266.46			08/26/22
						UTILITIES THRU 08/05/22				
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	2,328.58			08/12/22
						UTILITIES THRU 7/20/22				
ACCOUNT TOTAL							2,595.04	.00	2,595.04	
206-6647-436.85-01 UTILITIES / UTILITIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	1,106.10			08/26/22
						UTILITIES THRU 08/05/22				
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	2,382.23			08/12/22
						UTILITIES THRU 7/20/22				
ACCOUNT TOTAL							3,488.33	.00	3,488.33	
FUND TOTAL							6,361.89	.00	6,361.89	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00			08/24/22
						3283-MAIN ST.RECONSTRUCT.				
						TEMP.CONST.EASE.-HARDING				
PROJECT#:					023283					
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00			08/24/22
						3283-MAIN ST.RECONSTRUCT.				
						TEMP.CONST.EASE.-SEVEN D				
PROJECT#:					023283					
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00			08/24/22
						3283-MAIN ST.RECONSTRUCT.				
						TEMP.CONST.-TWIN CARD #16				
PROJECT#:					023283					
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00			08/24/22
						3283-MAIN ST.RECONSTRUCT.				
						TEMP.CONST.-TWIN CARD #22				
PROJECT#:					023283					
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00			08/24/22
						3283-MAIN ST.RECONSTRUCT.				
						TEMP.CONST.EASE.-ANGOVE				
PROJECT#:					023283					
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	37.00			08/24/22
						3283-MAIN ST.RECONSTRUCT.				
						TEMP.CONST.EASE.-DJS PROP				
PROJECT#:					023283					
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	32.00			08/24/22
						3283-MAIN ST.RECONSTRUCT.				
						TEMP.CONST-JD & DD #43				
PROJECT#:					023283					
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	32.00			08/24/22

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FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT continued									
3283-MAIN ST.RECONSTRUCT. TEMP.CONST-JD & DD #44									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-CVVC PROP									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-TRP PROP.									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE.-J.CREW									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST-CHRISTOPHERSON									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-T.AVERILL									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-C&M HAND									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-D. ROLFES									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE.-MALBEC									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.-KOG PROP.#81									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-J&J LILLY									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.-CV PROP.II#95									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-TENTINGER									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-AIRJB LLC									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-SMIGELSKI									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-WELSH INV									
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.-ST.PAT'S #124									

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FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-702 MAIN									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.-TEXTURE HAIR									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	32.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE.-KNUTSON									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE.-HI YIELD									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.-ST.PAT'S #162									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE.-CNC INV.									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE.-J.CLARK									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE.-HOVENGA									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE.-S.CHASE									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.-M.CUNNINGHAM									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.-J.ANDERSON									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-BEARDSLEY									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	32.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE-MEINDERS									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.-P.TURNER #213									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.-P.TURNER #214									
PROJECT#: 023283									
281		02/23 AP		08/23/22 0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT. TEMP.CONST.EASE.-D.WEBB									
PROJECT#: 023283									

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FUND 242 STREET REPAIR FUND									
242-1240-431	98-45	CAPITAL PROJECTS /				MAIN STREET RECONSTRUCT			continued
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE.-S.KOTZ			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE.-A.MORAN			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE.-S.BUNDY			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.-KOG PROP.#251			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE.-J.MORD			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE-DT RENTAL			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.-KELLY TRUST			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.-D & V HOLDING			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	32.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.-CBJ HOLDINGS			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	32.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.-FUNK GROUP			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE-REFSHAUGE			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE-SOUTHGATE			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE-J.HAHN			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE-JACOBSON			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST.EASE-COULTHARD			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22
						3283-MAIN ST.RECONSTRUCT.			
						TEMP.CONST-CV PROP.II#293			
						PROJECT#: 023283			
281		02/23 AP		08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22

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FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
3283-MAIN ST.RECONSTRUCT.						TEMP.CONST.EASE-EMAAD LLC			
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT.						TEMP.CONST.-IVERSON & REI			
PROJECT#:		023283							
281	02/23	AP	08/23/22	0397404	BLACK HAWK CO.RECORDER	27.00		08/24/22	
3283-MAIN ST.RECONSTRUCT.						TEMP.CONST.-MCDONALD'S			
PROJECT#:		023283							
ACCOUNT TOTAL						1,633.00	.00	1,633.00	
FUND TOTAL						1,633.00	.00	1,633.00	
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
297	02/23	AP	08/23/22	0397418	SIMPSON, MARK	120.00		08/26/22	
CF VOLLEYBALL-DBQ SENIOR						ANNOUNCER			
PROJECT#:		759							
297	02/23	AP	08/23/22	0397414	LONGNECKER, JEREMIAH	100.00		08/26/22	
CF VOLLEYBALL-DBQ SENIOR						ANNOUNCER			
PROJECT#:		759							
297	02/23	AP	08/23/22	0397411	DEWITT, JASON	100.00		08/26/22	
CF VOLLEYBALL-DBQ SENIOR						CAMERA OPERATOR			
PROJECT#:		759							
297	02/23	AP	08/23/22	0397420	STOW, CHRISTIAN	100.00		08/26/22	
CF VOLLEYBALL-DBQ SENIOR						CAMERA OPERATOR			
PROJECT#:		759							
297	02/23	AP	08/23/22	0397421	SURMA, JOSEPH EDWARD	100.00		08/26/22	
CF VOLLEYBALL-DBQ SENIOR						CAMERA OPERATOR			
PROJECT#:		759							
ACCOUNT TOTAL						520.00	.00	520.00	
FUND TOTAL						520.00	.00	520.00	
FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
221	02/23	AP	08/10/22	0397386	CINDY BREWER	24.86		08/12/22	
REFUND-PARTIAL PRKNG PRMT						#22N-3988782035			
ACCOUNT TOTAL						24.86	.00	24.86	
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
297	02/23	AP	08/05/22	0397409	CEDAR FALLS UTILITIES	15.75		08/26/22	

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FUND 258 PARKING FUND									
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE UTILITIES THRU 08/05/22						continued			
ACCOUNT TOTAL							15.75	.00	15.75
FUND TOTAL							40.61	.00	40.61
FUND 261 TOURISM & VISITORS									
261-2291-423.85-01 UTILITIES / UTILITIES									
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	877.25		08/12/22
UTILITIES THRU 7/20/22									
ACCOUNT TOTAL							877.25	.00	877.25
FUND TOTAL							877.25	.00	877.25
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	113.75		08/26/22
UTILITIES THRU 08/05/22									
ACCOUNT TOTAL							113.75	.00	113.75
FUND TOTAL							113.75	.00	113.75
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									

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FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
297			02/23 AP	08/24/22	0397407	BLACK HAWK CO.RECORDER	22.00		08/26/22	
			3228-GREENHILL/S.MAIN INT			WARRANTY DEED-M.WHEATON				
PROJECT#: 023228										
297			02/23 AP	08/24/22	0397407	BLACK HAWK CO.RECORDER	5.00		08/26/22	
			3228-GREENHILL/S.MAIN INT			DEED FEE				
PROJECT#: 023228										
297			02/23 AP	08/24/22	0397407	BLACK HAWK CO.RECORDER	17.00		08/26/22	
			3228-GREENHILL/S.MAIN INT			PRT.RLS.MORTG.GRANTOR VER				
PROJECT#: 023228										
297			02/23 AP	08/24/22	0397407	BLACK HAWK CO.RECORDER	17.00		08/26/22	
			3228-GREENHILL/S.MAIN INT			PRT.RLS.MORTG.GRANTOR MOR				
PROJECT#: 023228										
297			02/23 AP	08/24/22	0397407	BLACK HAWK CO.RECORDER	4.00		08/26/22	
			3228-GREENHILL/S.MAIN INT			DECLAR.OF VALUE-M.WHEATON				
PROJECT#: 023228										
ACCOUNT TOTAL							65.00	.00	65.00	
FUND TOTAL							65.00	.00	65.00	
FUND 439 2022 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION										
297			02/23 AP	08/05/22	0397409	CEDAR FALLS UTILITIES	184.96		08/26/22	
			UTILITIES THRU 08/05/22							
ACCOUNT TOTAL							184.96	.00	184.96	
FUND TOTAL							184.96	.00	184.96	
FUND 472 PARKADE RENOVATION										

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FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6685-436.85-01 UTILITIES / UTILITIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	1,259.61			08/26/22
						UTILITIES THRU 08/05/22				
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	2,328.58			08/12/22
						UTILITIES THRU 7/20/22				
ACCOUNT TOTAL							3,588.19	.00	3,588.19	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	6,190.00			08/12/22
						UTILITIES THRU 7/20/22				
ACCOUNT TOTAL							6,190.00	.00	6,190.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
267		02/23 AP		08/15/22	0397391	BLACK HAWK CO.LANDFILL	21,469.16			08/22/22
						LANDFILL SRV:8/1-8/15/22				
ACCOUNT TOTAL							21,469.16	.00	21,469.16	
FUND TOTAL							31,247.35	.00	31,247.35	
FUND 552 SEWER RENTAL FUND										
552-6655-436.85-01 UTILITIES / UTILITIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	6,207.77			08/26/22
						UTILITIES THRU 08/05/22				
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	3,016.07			08/12/22
						UTILITIES THRU 7/20/22				
ACCOUNT TOTAL							9,223.84	.00	9,223.84	
552-6665-436.85-01 UTILITIES / UTILITIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	20,868.34			08/26/22
						UTILITIES THRU 08/05/22				

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FUND 552 SEWER RENTAL FUND										
552-6665-436.85-01 UTILITIES / UTILITIES							continued			
ACCOUNT TOTAL							20,868.34	.00	20,868.34	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
267		02/23 AP		08/15/22	0397391	BLACK HAWK CO.LANDFILL	42.25		08/22/22	
LANDFILL SRV:8/1-8/15/22										
ACCOUNT TOTAL							42.25	.00	42.25	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	6,190.00		08/12/22	
UTILITIES THRU 7/20/22										
ACCOUNT TOTAL							6,190.00	.00	6,190.00	
FUND TOTAL							36,324.43	.00	36,324.43	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.85-01 UTILITIES / UTILITIES										
297		02/23 AP		08/05/22	0397409	CEDAR FALLS UTILITIES	45.01		08/26/22	
UTILITIES THRU 08/05/22										
ACCOUNT TOTAL							45.01	.00	45.01	
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
221		02/23 AP		07/20/22	0397385	CEDAR FALLS UTILITIES	6,190.00		08/12/22	
UTILITIES THRU 7/20/22										
ACCOUNT TOTAL							6,190.00	.00	6,190.00	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
221		02/23 AP		08/11/22	0397390	KAREN B. MUKAI, TRUSTEE	750.00		08/12/22	
PROJECT#: 023215										
3215-OLIVE ST BOX CULVERT										
PARCEL #102-PURCH AGRMT										
221		02/23 AP		08/11/22	0397388	DWAYNE R. EILERS II	8,303.26		08/12/22	
PROJECT#: 023215										
3215-OLIVE ST BOX CULVERT										
PARCEL #102-PURCH AGRMT										
221		02/23 AP		08/11/22	0397383	BLACK HAWK CO.TREASURER	849.74		08/12/22	
PROJECT#: 023215										
PRORATED REAL ESTATE TAX										
OLIVE ST CULVERT-EILERS										
221		02/23 AP		08/11/22	0397382	BLACK HAWK CO.RECORDER	13.60		08/12/22	
PROJECT#: 023215										
3215-OLIVE ST.BOX CULVERT										
TRANSFER TAX										

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 555 STORM WATER UTILITY									
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS						continued			
PROJECT#: 023215									
209		02/23 AP	08/09/22	0397378		OAK TREE PROPERTIES LLC	1,100.00		08/10/22
					3215:OLIVE ST BOX CULVERT	2010 OLIVE ST-OAK TREE PR			
PROJECT#: 023215									
ACCOUNT TOTAL							11,016.60	.00	11,016.60
FUND TOTAL							17,251.61	.00	17,251.61
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
297		02/23 AP	08/06/22	0397422		U.S. CELLULAR	2,739.00		08/26/22
						WIRELESS SRV:8/6-9/5/22			
209		02/23 AP	08/01/22	0397376		CENTURYLINK	74.51		08/10/22
						CITY PHONE SERV.-AUG'22			
ACCOUNT TOTAL							2,813.51	.00	2,813.51
FUND TOTAL							2,813.51	.00	2,813.51
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
221		02/23 AP	08/11/22	0397381		ANDERSON, ALETA L.	170.10		08/12/22
						RMB:JULY 2022 HEALTH SEV. MEDICARE-RICHARD			
221		02/23 AP	08/11/22	0397381		ANDERSON, ALETA L.	170.10		08/12/22
						RMB:JULY 2022 HEALTH SEV. MEDICARE-ALETA			
ACCOUNT TOTAL							340.20	.00	340.20
FUND TOTAL							340.20	.00	340.20
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
267		02/23 AP	08/01/22	0397396		MADISON NATIONAL LIFE INS.CO.	2,523.80		08/22/22
						GROUP LIFE AD/D-AUG'22			
ACCOUNT TOTAL							2,523.80	.00	2,523.80

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE

POST DT -----									
FUND 688 LTD INSURANCE FUND									
						FUND TOTAL	2,523.80	.00	2,523.80
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
						724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND			
	221			02/23 AP 08/11/22	0397389	GENERAL FUND	3.57		08/12/22
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	3.57	.00	3.57
						FUND TOTAL	3.57	.00	3.57
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	152,555.87	.00	152,555.87

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FUND 101 GENERAL FUND								
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
238		03/23 AP		08/22/22	0000000 DES MOINES STAMP MFG. CO.	54.00		08/30/22
					CORP. DESK SEAL/HANDLE			
238		03/23 AP		08/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.39		08/30/22
					BLUE PENS			
238		03/23 AP		08/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	28.49		08/30/22
					COPY PAPER			
238		03/23 AP		07/31/22	0000000 CULLIGAN WATER CONDITIONING	14.28		08/30/22
					WATER-606 UNION ROAD			
					ACCOUNT TOTAL	97.16	.00	97.16
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
238		03/23 AP		09/01/22	0000000 ADVANCED BUSINESS SYSTEMS, IN	1,530.00		08/30/22
					ANNUAL MTC AGRMNT-POSTAGE MACHINE 10/11/22-10/10/23			
291		03/23 AP		08/03/22	0000000 SHRED-IT USA	52.38		08/30/22
					ON-SITE DOC. DESTRUCTION TICKET #87340547			
					ACCOUNT TOTAL	1,582.38	.00	1,582.38
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
238		03/23 AP		08/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.15		08/30/22
					BLUE PENS			
238		03/23 AP		08/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	5.70		08/30/22
					COPY PAPER			
238		03/23 AP		07/31/22	0000000 CULLIGAN WATER CONDITIONING	5.71		08/30/22
					WATER-606 UNION ROAD			
					ACCOUNT TOTAL	11.56	.00	11.56
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
238		03/23 AP		08/19/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	32.90		08/30/22
					EXPANDING POCKET FILE LTR			
238		03/23 AP		08/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.51		08/30/22
					BLUE PENS			
238		03/23 AP		08/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	34.19		08/30/22
					COPY PAPER			
238		03/23 AP		07/31/22	0000000 CULLIGAN WATER CONDITIONING	19.04		08/30/22
					WATER-606 UNION ROAD			
					ACCOUNT TOTAL	86.64	.00	86.64
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
238		03/23 AP		08/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.15		08/30/22
					BLUE PENS			
238		03/23 AP		08/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	22.79		08/30/22

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FUND 101 GENERAL FUND										
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
	238			03/23	AP 07/31/22 0000000	COPY PAPER CULLIGAN WATER CONDITIONING WATER-606 UNION ROAD	5.71			08/30/22
						ACCOUNT TOTAL	28.65	.00	28.65	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
	238			03/23	AP 08/10/22 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			08/30/22
						ACCOUNT TOTAL	2.28	.00	2.28	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
	238			03/23	AP 08/19/22 0000000	CEDAR VALLEY SAVER, INC. JOB AD: SPORTS/REC STAFF	75.00			08/30/22
	238			03/23	AP 08/19/22 0000000	CEDAR VALLEY SAVER, INC. JOB AD: PT REC FRONT DESK	75.00			08/30/22
	238			03/23	AP 07/31/22 0000000	COURIER COMMUNICATIONS-ADVERT MONTHLY DIGITAL IMPRESSNS ONLINE	450.00			08/30/22
	238			03/23	AP 07/31/22 0000000	COURIER COMMUNICATIONS-ADVERT COURIER	54.40			08/30/22
	238			03/23	AP 07/31/22 0000000	COURIER COMMUNICATIONS-ADVERT COURIER	48.15			08/30/22
	238			03/23	AP 07/31/22 0000000	COURIER COMMUNICATIONS-ADVERT COURIER	50.82			08/30/22
	238			03/23	AP 07/31/22 0000000	COURIER COMMUNICATIONS-ADVERT COURIER	54.40			08/30/22
	238			03/23	AP 07/31/22 0000000	COURIER COMMUNICATIONS-ADVERT COURIER	69.99			08/30/22
	238			03/23	AP 07/31/22 0000000	COURIER COMMUNICATIONS-ADVERT COURIER	46.06			08/30/22
	238			03/23	AP 07/31/22 0000000	COURIER COMMUNICATIONS-ADVERT COURIER	54.39			08/30/22
	238			03/23	AP 07/31/22 0000000	COURIER COMMUNICATIONS-ADVERT COURIER	83.40			08/30/22
	238			03/23	AP 07/31/22 0000000	REGISTER MEDIA 7/8-7/12/22	999.00			08/30/22
	238			03/23	AP 07/31/22 0000000	REGISTER MEDIA 7/15-7/31/22	790.65			08/30/22
	238			03/23	AP 07/27/22 0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			08/30/22
	238			03/23	AP 07/27/22 0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			08/30/22
	238			03/23	AP 07/27/22 0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			08/30/22
	238			03/23	AP 07/27/22 0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			08/30/22

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FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				continued
238			AP	07/27/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	45.00		08/30/22	
						JOB AD:PT MAINTENANCE WKR				
238			AP	07/27/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40		08/30/22	
						JOB AD:PT LIBRARY INTERN				
238			AP	07/27/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40		08/30/22	
						JOB AD:PT TEEN SVC LIBRAR				
238			AP	07/25/22	0000000	COURIER COMMUNICATIONS-ADVERT ONLINE	39.00		08/30/22	
						SEARCH BOOST				
238			AP	07/24/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	54.40		08/30/22	
						JOB AD:DIV,EQ,INCLUSION				
238			AP	07/24/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	48.15		08/30/22	
						JOB AD:POLICE CHIEF				
238			AP	07/24/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	50.82		08/30/22	
						JOB AD:PT REC FRONT DESK				
238			AP	07/24/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	83.40		08/30/22	
						JOB AD:PT HEARST LAB TECH				
238			AP	07/24/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	98.99		08/30/22	
						JOB AD:PT MAINTENANCE WKR				
238			AP	07/24/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	75.06		08/30/22	
						JOB AD:PT LIBRARY INTERN				
238			AP	07/24/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	83.39		08/30/22	
						JOB AD:PT TEEN SVC LIBRAR				
238			AP	07/20/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40		08/30/22	
						JOB AD:DIV,EQ,INCLUSION				
238			AP	07/20/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40		08/30/22	
						JOB AD:POLICE CHIEF				
238			AP	07/20/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40		08/30/22	
						JOB AD:PT REC FRONT DESK				
238			AP	07/17/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	54.40		08/30/22	
						JOB AD:DIV,EQ,INCLUSION				
238			AP	07/17/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	77.15		08/30/22	
						JOB AD:POLICE CHIEF				
238			AP	07/17/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	79.82		08/30/22	
						JOB AD:PT REC FRONT DESK				
238			AP	07/13/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40		08/30/22	
						JOB AD:DIV,EQ,INCLUSION				
238			AP	07/10/22	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	650.00		08/30/22	
						AUDIENCE TARGETED DISP AD				
238			AP	07/10/22	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	300.00		08/30/22	
						MOBILE LOCATION TARGETING				
238			AP	07/10/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	46.08		08/30/22	
						JOB AD:PT OFFICE ASST V&T				
238			AP	07/10/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	83.40		08/30/22	
						JOB AD:DIV,EQ,INCLUSION				
238			AP	07/10/22	0000000	COURIER COMMUNICATIONS-ADVERT EMPLOYMENT PACKAGES	1,890.00		08/30/22	
						25 CV WORK POSTINGS				
238			AP	07/10/22	0000000	COURIER COMMUNICATIONS-ADVERT EMPLOYMENT PACKAGES	1,840.00		08/30/22	
						10 CV WORK POSTINGS				
238			AP	07/03/22	0000000	COURIER COMMUNICATIONS-ADVERT	500.00		08/30/22	

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FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				
						PPC CAMPAIGN				
						AMP DIGITAL				
238				03/23	AP 07/03/22 0000000	COURIER COMMUNICATIONS-ADVERT	46.06			08/30/22
						JOB AD:PT OFFICE ASST V&T				
238				03/23	AP 06/29/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40			08/30/22
						JOB AD:PT ADMIN ASSISTANT				
238				03/23	AP 06/29/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40			08/30/22
						JOB AD:BLDG INSPECTOR				
238				03/23	AP 06/29/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40			08/30/22
						JOB AD:PT OFFICE ASST V&T				
						PULSE				
						ACCOUNT TOTAL	9,378.58	.00		9,378.58
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
238				03/23	AP 08/19/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	41.65			08/30/22
						EXPANDING POCKET FILE LGL				
238				03/23	AP 08/10/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	.08			08/30/22
						BLUE PENS				
238				03/23	AP 08/10/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56			08/30/22
						COPY PAPER				
238				03/23	AP 07/31/22 0000000	CULLIGAN WATER CONDITIONING	2.86			08/30/22
						WATER-606 UNION ROAD				
						ACCOUNT TOTAL	49.15	.00		49.15
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
2390				12/22	AP 08/03/22 0000000	REDFERN,MASON,LARSEN & MOORE,	247.50			08/30/22
						LGL:GENERAL MATTERS				
						6/28-6/30/22				
238				03/23	AP 09/01/22 0000000	AHLERS AND COONEY, P.C.	3,900.00			08/30/22
						LEGAL SERVICES-SEPT'22				
238				03/23	AP 09/01/22 0000000	SWISHER & COHRT, P.L.C.	2,600.00			08/30/22
						LEGAL SERVICES-SEPT'22				
238				03/23	AP 08/08/22 0000000	SWISHER & COHRT, P.L.C.	38.00			08/30/22
						LGL:MISCELLANEOUS MATTERS				
						7/28/22				
238				03/23	AP 08/03/22 0000000	REDFERN,MASON,LARSEN & MOORE,	589.00			08/30/22
						LGL:GREENHILL VILL.9TH AD				
						07/08/22-07/31/22				
						PROJECT#:				
						023006				
						ACCOUNT TOTAL	7,374.50	.00		7,374.50
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
238				03/23	AP 09/01/22 0000000	SWISHER & COHRT, P.L.C.	1,000.00			08/30/22
						LEGAL SERVICES-SEPT'22				
						ACCOUNT TOTAL	1,000.00	.00		1,000.00

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FUND 101 GENERAL FUND										
101-1118-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
238		03/23 AP		08/10/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		08/30/22	
						COPY PAPER				
224		03/23 AP		08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14		08/30/22	
						COPY PAPER				
						ACCOUNT TOTAL	3.42	.00	3.42	
101-1118-441.81-98 PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT.										
2390		12/22 AP		08/17/22	0000000	GROW CEDAR VALLEY	4,790.00		08/30/22	
						FY22 AD:LIVABILITY MAGAZ.				
238		03/23 AP		08/10/22	0000000	BLACK HAWK CO.ABSTRACT	305.00		08/30/22	
						ABSTRACT CONTINUATION				
						W.VIKING RD IND PARK PH V				
						ACCOUNT TOTAL	5,095.00	.00	5,095.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
238		03/23 AP		08/10/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		08/30/22	
						COPY PAPER				
						ACCOUNT TOTAL	2.28	.00	2.28	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
271		03/23 AP		08/18/22	0000000	METRICK-CHEN, LENORE	250.00		08/30/22	
						VIDEOGRAPHY/FOOTAGE OF				
						PANEL DISCUSSION-IAC FUND				
						PROJECT#: 576				
						ACCOUNT TOTAL	250.00	.00	250.00	
101-1199-421.31-40 HUMAN DEVELOPMENT GRANTS / GRANTS - PARKS										
282		03/23 AP		08/19/22	0000000	HARD ROCK ENGRAVING	50.00		08/30/22	
						VETERANS BRICKS				
206		03/23 AP		07/31/22	0000000	HARD ROCK ENGRAVING	1,200.00		08/30/22	
						VETERANS BRICKS ENGRAVING				
						ACCOUNT TOTAL	1,250.00	.00	1,250.00	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
2390		12/22 AP		06/30/22	0000000	COURIER LEGAL COMMUNICATIONS	592.63		08/30/22	
						6/20/22 CC MTG.MINS/BILLS				
238		03/23 AP		07/28/22	0000000	COURIER LEGAL COMMUNICATIONS	628.01		08/30/22	
						7/18/22 CC MTG.MINS/BILLS				
238		03/23 AP		07/22/22	0000000	COURIER LEGAL COMMUNICATIONS	21.66		08/30/22	
						PH NTC-2022 SIDEWLK ASSMT				
238		03/23 AP		07/22/22	0000000	COURIER LEGAL COMMUNICATIONS	32.20		08/30/22	

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FUND 101 GENERAL FUND											
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING						continued					
		ORDINANCE #3013									
238		03/23	AP	07/13/22	0000000	COURIER LEGAL COMMUNICATIONS	318.43			08/30/22	
		7/5/22 CC MTG.MINS/BILLS									
238		03/23	AP	07/11/22	0000000	COURIER LEGAL COMMUNICATIONS	24.01			08/30/22	
		PH NTC-CDBG									
238		03/23	AP	07/08/22	0000000	COURIER LEGAL COMMUNICATIONS	55.62			08/30/22	
		NTC-BOND SALE									
238		03/23	AP	07/08/22	0000000	COURIER LEGAL COMMUNICATIONS	34.54			08/30/22	
		PH NTC-2209 NORTH UNION									
238		03/23	AP	07/06/22	0000000	COURIER LEGAL COMMUNICATIONS	29.40			08/30/22	
		PH NTC-P&Z REVIEW CD-DT									
		ACCOUNT TOTAL						1,736.50	.00		1,736.50
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT											
238		03/23	AP	07/31/22	0000000	EIDE BAILLY, LLP	7,000.00			08/30/22	
		INTERM AUDIT WORK-FY22				THROUGH JULY 31 2022					
		ACCOUNT TOTAL						7,000.00	.00		7,000.00
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
253		03/23	AP	08/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.98			08/30/22	
		COPY PAPER									
		ACCOUNT TOTAL						7.98	.00		7.98
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
253		03/23	AP	08/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.49			08/30/22	
		COPY PAPER									
212		03/23	AP	08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.91			08/30/22	
		ASTRO PAPER, SHARPIES, PENS									
253		03/23	AP	05/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.83			08/30/22	
		POST IT NOTES									
		ACCOUNT TOTAL						47.23	.00		47.23
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES											
253		03/23	AP	08/11/22	0000000	PROFESSIONAL LAWN CARE, LLC	118.75			08/30/22	
		CODE MOW-1230 PARKER									
253		03/23	AP	08/08/22	0000000	PROFESSIONAL LAWN CARE, LLC	997.50			08/30/22	
		CODE MOW-2610 VALLEY PARK				CLEAR VOLUNTEER TREES, MOW					
253		03/23	AP	08/03/22	0000000	PROFESSIONAL LAWN CARE, LLC	142.50			08/30/22	
		CODE MOW-1922 VALLEY PARK									
253		03/23	AP	08/03/22	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			08/30/22	
		CODE MOW-2130 WATERLOO RD									

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FUND 101 GENERAL FUND										
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES							continued			
ACCOUNT TOTAL							1,353.75	.00	1,353.75	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
253		03/23 AP		08/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	22.79		08/30/22	
COPY PAPER										
253		03/23 AP		08/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.72		08/30/22	
NOTEBOOK										
253		03/23 AP		05/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.56		08/30/22	
PENS										
ACCOUNT TOTAL							35.07	.00	35.07	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
206		03/23 AP		08/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.10		08/30/22	
PAPER CLIPS										
206		03/23 AP		07/18/22	0000000	STOREY KENWORTHY	254.30		08/30/22	
EMPLOYEE REQUEST LEAVE FORMS										
ACCOUNT TOTAL							259.40	.00	259.40	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES										
230		03/23 AP		08/04/22	0000000	MARCUS THEATRES CORPORATION	270.00		08/30/22	
FIELD TRIP										
ACCOUNT TOTAL							270.00	.00	270.00	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT										
223		03/23 AP		08/10/22	0000000	PIONEER ATHLETICS & MTP	923.40		08/30/22	
FIELD PAINT										
230		03/23 AP		07/29/22	0000000	COOLEY PUMPING, LLC	78.03		08/30/22	
PARK RESTROOM										
282		03/23 AP		07/29/22	0000000	COOLEY PUMPING, LLC	47.50		08/30/22	
PORTABLE RESTROOM										
ACCOUNT TOTAL							1,048.93	.00	1,048.93	
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT										
230		03/23 AP		07/29/22	0000000	COOLEY PUMPING, LLC	78.03		08/30/22	
PARK RESTROOM										
ACCOUNT TOTAL							78.03	.00	78.03	

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FUND 101 GENERAL FUND												
101-2253-423.72-38 OPERATING SUPPLIES / STAFF SHIRTS												
282		03/23 AP		08/24/22	0000000		SERVICEWEAR APPAREL, INC.	42.02		08/30/22		
		STAFF POLOS										
282		03/23 AP		08/23/22	0000000		SHIRT SHACK INC., THE	407.76		08/30/22		
		STAFF SHIRTS										
223		03/23 AP		08/09/22	0000000		SERVICEWEAR APPAREL, INC.	636.48		08/30/22		
		STAFF UNIFORMS REC CTR										
223		03/23 AP		08/05/22	0000000		SERVICEWEAR APPAREL, INC.	22.48		08/30/22		
		STAFF CAPS REC CTR										
		ACCOUNT TOTAL							1,108.74	.00	1,108.74	
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS												
282		03/23 AP		08/14/22	0000000		PAPA JOHN'S PIZZA	24.00		08/30/22		
		3 PIZZAS										
282		03/23 AP		08/14/22	0000000		PAPA JOHN'S PIZZA	24.00		08/30/22		
		3 PIZZAS										
282		03/23 AP		08/14/22	0000000		PAPA JOHN'S PIZZA	48.00		08/30/22		
		6 PIZZAS										
282		03/23 AP		08/13/22	0000000		PAPA JOHN'S PIZZA	72.00		08/30/22		
		9 PIZZAS										
282		03/23 AP		08/13/22	0000000		PAPA JOHN'S PIZZA	48.00		08/30/22		
		6 PIZZAS										
282		03/23 AP		08/12/22	0000000		PAPA JOHN'S PIZZA	48.00		08/30/22		
		6 PIZZAS										
230		03/23 AP		08/11/22	0000000		PAPA JOHN'S PIZZA	48.00		08/30/22		
		6 PIZZAS										
230		03/23 AP		08/10/22	0000000		PAPA JOHN'S PIZZA	72.00		08/30/22		
		9 PIZZAS										
230		03/23 AP		08/10/22	0000000		PAPA JOHN'S PIZZA	32.00		08/30/22		
		4 PIZZAS										
230		03/23 AP		08/10/22	0000000		PAPA JOHN'S PIZZA	48.00		08/30/22		
		6 PIZZAS										
230		03/23 AP		08/10/22	0000000		PAPA JOHN'S PIZZA	72.00		08/30/22		
		9 PIZZAS										
230		03/23 AP		08/10/22	0000000		PAPA JOHN'S PIZZA	72.00		08/30/22		
		9 PIZZAS										
206		03/23 AP		08/09/22	0000000		MYERS-COX COMPANY	438.10		08/30/22		
		CONCESSION ORDER										
223		03/23 AP		08/09/22	0000000		PAPA JOHN'S PIZZA	48.00		08/30/22		
		6 PIZZAS										
223		03/23 AP		08/09/22	0000000		PAPA JOHN'S PIZZA	72.00		08/30/22		
		9 PIZZAS										
206		03/23 AP		08/08/22	0000000		PAPA JOHN'S PIZZA	24.00		08/30/22		
		3 PIZZAS										
206		03/23 AP		08/08/22	0000000		PAPA JOHN'S PIZZA	24.00		08/30/22		
		3 PIZZAS										
206		03/23 AP		08/07/22	0000000		PAPA JOHN'S PIZZA	48.00		08/30/22		
		6 PIZZAS										

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FUND 101 GENERAL FUND											
101-2253-423.72-41 OPERATING SUPPLIES /						THE FALLS CONCESSIONS	continued				
206		03/23	AP	08/06/22	0000000	PAPA JOHN'S PIZZA	72.00		08/30/22		
		9				PIZZAS					
206		03/23	AP	08/06/22	0000000	PAPA JOHN'S PIZZA	72.00		08/30/22		
		9				PIZZAS					
206		03/23	AP	08/06/22	0000000	PAPA JOHN'S PIZZA	72.00		08/30/22		
		9				PIZZAS					
206		03/23	AP	08/05/22	0000000	PAPA JOHN'S PIZZA	72.00		08/30/22		
		9				PIZZAS					
206		03/23	AP	08/05/22	0000000	PAPA JOHN'S PIZZA	136.00		08/30/22		
		17				PIZZAS					
206		03/23	AP	08/04/22	0000000	ATLANTIC COCA-COLA	243.47		08/30/22		
						COKE ORDER					
206		03/23	AP	08/04/22	0000000	MYERS-COX COMPANY	736.88		08/30/22		
						CONCESSION ORDER					
206		03/23	AP	08/04/22	0000000	PAPA JOHN'S PIZZA	48.00		08/30/22		
		6				PIZZAS					
206		03/23	AP	08/04/22	0000000	PAPA JOHN'S PIZZA	72.00		08/30/22		
		9				PIZZAS					
206		03/23	AP	08/03/22	0000000	PAPA JOHN'S PIZZA	72.00		08/30/22		
		9				PIZZAS					
206		03/23	AP	08/03/22	0000000	PAPA JOHN'S PIZZA	72.00		08/30/22		
		9				PIZZAS					
206		03/23	AP	08/02/22	0000000	PAPA JOHN'S PIZZA	64.00		08/30/22		
		8				PIZZAS					
206		03/23	AP	08/02/22	0000000	PAPA JOHN'S PIZZA	72.00		08/30/22		
		9				PIZZAS					
206		03/23	AP	08/02/22	0000000	PAPA JOHN'S PIZZA	40.00		08/30/22		
		5				PIZZAS					
		ACCOUNT TOTAL						3,106.45	.00	3,106.45	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS											
282		03/23	AP	08/15/22	0000000	ACCO UNLIMITED CORPORATION	854.60		08/30/22		
						ACID					
223		03/23	AP	08/05/22	0000000	ACCO UNLIMITED CORPORATION	2,704.25		08/30/22		
						ACID, CL2, SODIUM B					
		ACCOUNT TOTAL						3,558.85	.00	3,558.85	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA											
206		03/23	AP	08/01/22	0000000	ICAN, INC.	200.00		08/30/22		
						ADS					
		ACCOUNT TOTAL						200.00	.00	200.00	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											

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FUND 101 GENERAL FUND									
101-2253-423.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
206		03/23 AP		08/04/22	0000000 BLACK HAWK TENNIS CLUB	480.00		08/30/22	
					CONDUCTING TENNIS PROGRAM 6/13/22 - 7/28/22 PT.2				
					ACCOUNT TOTAL	480.00	.00	480.00	
101-2253-423.86-30					REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP				
282		03/23 AP		08/19/22	0000000 ARAMARK	26.25		08/30/22	
					REC CTR MATS				
293		03/23 AP		08/15/22	0000000 CENTRAL IOWA DISTRIBUTING INC	9,000.00		08/30/22	
					WOOD FLOOR REFINISHING				
					PROJECT#: 062507				
223		03/23 AP		08/11/22	0000000 STOKES WELDING	583.97		08/30/22	
					LEAVE BLOWER FOR PARK SHELTER CLEANUP				
206		03/23 AP		08/08/22	0000000 PLUMB TECH INC.	254.85		08/30/22	
					TEST BACKFLOW PREVENTERS FOR REC CENTER				
206		03/23 AP		08/05/22	0000000 ARAMARK	26.25		08/30/22	
					REC CENTER MATS				
206		03/23 AP		07/31/22	0000000 INTECONNEX	420.00		08/30/22	
					REPAIR DIVING WELL CAMERA				
					ACCOUNT TOTAL	10,311.32	.00	10,311.32	
101-2253-423.86-31					REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.				
282		03/23 AP		08/17/22	0000000 ROYALTURF INC	393.75		08/30/22	
					AUG BED TREATMENT				
230		03/23 AP		08/15/22	0000000 MICROBAC LABORATORIES, INC	51.75		08/30/22	
					22 AUG WATER TESTS				
206		03/23 AP		08/08/22	0000000 PLUMB TECH INC.	509.70		08/30/22	
					FALLS TEST BACKFLOW PREVENTERS				
206		03/23 AP		07/29/22	0000000 POLK'S LOCK SERVICE, INC.	85.00		08/30/22	
					WORK ON 2 SAFES				
					ACCOUNT TOTAL	1,040.20	.00	1,040.20	
101-2280-423.72-70					OPERATING SUPPLIES / CLASSROOM SUPPLIES				
271		03/23 AP		08/11/22	0000000 MINNESOTA CLAY USA	674.61		08/30/22	
					GLAZE AND CLAY				
					ACCOUNT TOTAL	674.61	.00	674.61	
101-2280-423.72-71					OPERATING SUPPLIES / GALLERY SUPPLIES				
271		03/23 AP		08/17/22	0000000 VAN DOREN'S, LLC	260.00		08/30/22	
					PERMANENT COLLECTION FRAMING AND GLASS				
271		03/23 AP		08/02/22	0000000 SIGNS & DESIGNS, INC.	38.00		08/30/22	
					LUMINOUS PINNACLES VINYL				

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FUND 101 GENERAL FUND										
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES						continued				
ACCOUNT TOTAL							298.00	.00	298.00	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
271		03/23	AP	08/19/22	0000000	ARAMARK	9.84			08/30/22
RUG SERVICE										
271		03/23	AP	08/17/22	0000000	HAWKEYE ALARM & SIGNAL CO. SERVICE CALL. REPLACE SENSOR.	159.00			08/30/22
ACCOUNT TOTAL							168.84	.00	168.84	
101-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE										
271		03/23	AP	08/09/22	0000000	UNI DEPARTMENT OF ART AND FABRICATION	5,000.00			08/30/22
DREAM HOUSE BENCH INSTAL										
271		03/23	AP	08/01/22	0000000	STEWART, LEA	150.00			08/30/22
SCULPTURE CLEANING										
271		03/23	AP	08/01/22	0000000	SULLIVAN, TAYLOR LR	150.00			08/30/22
SCULPTURE CLEANING										
271		03/23	AP	08/01/22	0000000	LOCKHART, ROBERT	150.00			08/30/22
SCULPTURE CLEANING										
271		03/23	AP	08/01/22	0000000	HEINE, RACHEL	150.00			08/30/22
SCULPTURE CLEANING										
271		03/23	AP	08/01/22	0000000	JANSEN, JENNA	150.00			08/30/22
SCULPTURE CLEANING										
ACCOUNT TOTAL							5,750.00	.00	5,750.00	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
271		03/23	AP	08/19/22	0000000	KAREN'S PRINT-RITE	31.20			08/30/22
FUNDRAISER INVITATIONS EXTRA										
271		03/23	AP	08/15/22	0000000	KAREN'S PRINT-RITE	259.00			08/30/22
FUNDRAISER INVITATIONS										
ACCOUNT TOTAL							290.20	.00	290.20	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
291		03/23	AP	08/11/22	0000000	KIRK GROSS COMPANY	714.73			08/30/22
FILE CABINETS										
238		03/23	AP	08/10/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.56			08/30/22
ACCOUNT TOTAL							719.29	.00	719.29	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										

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FUND 101 GENERAL FUND									
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY						continued			
274		03/23	AP	08/19/22	0000000 ARAMARK	7.25		08/30/22	
					TOWELS-STATION #1				
274		03/23	AP	08/19/22	0000000 ARAMARK	18.98		08/30/22	
					TOWELS;MATS-PSS BUILDING				
274		03/23	AP	08/05/22	0000000 ARAMARK	7.25		08/30/22	
					TOWELS-STATION #1				
274		03/23	AP	08/05/22	0000000 ARAMARK	18.98		08/30/22	
					TOWELS;MATS-PSS BUILDING				
					ACCOUNT TOTAL	52.46	.00	52.46	
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
274		03/23	AP	07/26/22	0000000 OUTDOOR & MORE	76.49		08/30/22	
					TRIMMER REPAIR				
274		03/23	AP	07/26/22	0000000 OUTDOOR & MORE	24.00		08/30/22	
					LAWNMOWER REPAIR				
					ACCOUNT TOTAL	100.49	.00	100.49	
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE									
274		03/23	AP	08/10/22	0000000 FEDERAL EXPRESS	15.97		08/30/22	
					SHIP TO PK SAFETY SUPPLY 4-GAS METERS FOR REPAIRS				
					ACCOUNT TOTAL	15.97	.00	15.97	
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR									
291		03/23	AP	08/08/22	0000000 KAY PARK REC CORP.	389.00		08/30/22	
					2 SUNSHADES-PSS BUILDING BREAK AREA				
					ACCOUNT TOTAL	389.00	.00	389.00	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
274		03/23	AP	08/15/22	0000000 FAREWAY STORES INC. #190	19.99		08/30/22	
					PROPANE				
274		03/23	AP	08/12/22	0000000 MENARDS-CEDAR FALLS	29.36		08/30/22	
					LAUNDRY DETERGENT				
274		03/23	AP	08/10/22	0000000 SHRED-IT USA	60.00		08/30/22	
					ON-SITE DOC. DESTRUCTION TICKET #87244277				
274		03/23	AP	07/12/22	0000000 FAREWAY STORES INC. #190	10.00		08/30/22	
					PROPANE				
					ACCOUNT TOTAL	119.35	.00	119.35	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
274		03/23 AP		08/23/22	0000000	FIRE SERVICE TRNG. BUREAU	300.00			08/30/22
		3				CERT.FEE-HAZMAT & FF1				
						BERRYMAN/MARTINEZ/JANIKOW				
						ACCOUNT TOTAL	300.00	.00	300.00	
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
274		03/23 AP		08/15/22	0000000	PROSHIELD FIRE & SECURITY	642.00			08/30/22
						EXT. INSP./RECHARGE				
						1718 MAIN STREET				
						ACCOUNT TOTAL	642.00	.00	642.00	
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
274		03/23 AP		08/11/22	0000000	COVER-ALL EMBROIDERY, INC.	144.00			08/30/22
						12 MESH BACK CAPS				
274		03/23 AP		08/11/22	0000000	SHIRT SHACK INC., THE	239.88			08/30/22
						T-SHIRTS;INVENTORY				
274		03/23 AP		06/30/22	0000000	COVER-ALL EMBROIDERY, INC.	45.00			08/30/22
						EMBROIDER POLOS/HAT				
						KEVIN HERNANDEZ				
						ACCOUNT TOTAL	428.88	.00	428.88	
101-4511-414.93-01						EQUIPMENT / EQUIPMENT				
274		03/23 AP		07/28/22	0000000	FASTENAL COMPANY	247.37			08/30/22
						DRILL BITS				
						ACCOUNT TOTAL	247.37	.00	247.37	
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
291		03/23 AP		08/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	166.71			08/30/22
						PAPER;PENS				
291		03/23 AP		08/11/22	0000000	KIRK GROSS COMPANY	714.73			08/30/22
						FILE CABINETS				
238		03/23 AP		08/10/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56			08/30/22
						COPY PAPER				
291		03/23 AP		08/05/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	36.33			08/30/22
						RUBBERBANDS				
291		03/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.19			08/30/22
						POST-ITS				
291		03/23 AP		07/27/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	229.32			08/30/22
						PENS;PAPER;ENVELOPES				
						POST-ITS				
						ACCOUNT TOTAL	1,156.84	.00	1,156.84	
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				

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FUND 101 GENERAL FUND								
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued		
2390		12/22 AP		08/07/22	0000000 RUDY'S SALES & SERVICE	800.00		08/30/22
					2022 GOLF CART RENTAL STURGIS FALLS			
2390		12/22 AP		06/10/22	0000000 DES MOINES STAMP MFG. CO.	28.70		08/30/22
					NOTARY STAMP-B.MADSEN			
2390		12/22 AP		02/11/22	0000000 RASMUSSEN CO., THE	75.00		08/30/22
					TRANSPORT IMPALA LS #22-008091			
2390		12/22 AP		02/07/22	0000000 RASMUSSEN CO., THE	75.00		08/30/22
					TOW BLACK FORD FUSION #22-009113			
2390		12/22 AP		02/04/22	0000000 RASMUSSEN CO., THE	75.00		08/30/22
					TRANSPORT CHEVY IMPALA #22-008091			
2390		12/22 AP		01/02/22	0000000 RASMUSSEN CO., THE	430.00		08/30/22
					RECOVER STOLEN CHRYSLER #22-000300			
274		03/23 AP		08/19/22	0000000 ARAMARK	18.98		08/30/22
					TOWELS;MATS-PSS BUILDING			
274		03/23 AP		08/15/22	0000000 FAREWAY STORES INC. #190	19.99		08/30/22
					PROPANE			
291		03/23 AP		08/12/22	0000000 DAN DEERY MOTOR	299.00		08/30/22
					REMOVE BLOOD FROM PD#5 #22-064060			
274		03/23 AP		08/05/22	0000000 ARAMARK	18.98		08/30/22
					TOWELS;MATS-PSS BUILDING			
291		03/23 AP		08/03/22	0000000 SHRED-IT USA	70.41		08/30/22
					ON-SITE DOC. DESTRUCTION TICKET #87070990			
291		03/23 AP		08/01/22	0000000 THOMSON REUTERS - WEST	299.93		08/30/22
					INVESTIGATIVE SOFTWARE 07/01/22-07/31/22			
274		03/23 AP		07/12/22	0000000 FAREWAY STORES INC. #190	9.99		08/30/22
					PROPANE			
ACCOUNT TOTAL						2,220.98	.00	2,220.98
101-5521-415.73-06 OTHER SUPPLIES / BUILDING REPAIR								
291		03/23 AP		08/08/22	0000000 KAY PARK REC CORP.	389.00		08/30/22
					2 SUNSHADES-PSS BUILDING BREAK AREA			
ACCOUNT TOTAL						389.00	.00	389.00
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
291		03/23 AP		08/05/22	0000000 UNITYPOINT HEALTH HOSPITALS	18.52		08/30/22
					BLOOD DRAW FOR CASE #22-052438			
291		03/23 AP		08/01/22	0000000 IOWA LAW ENFORCEMENT ACADEMY	450.00		08/30/22
					EVALUATION OF MMPI-7/18 BRUCKER/RICHTER/DEPRIEST			
ACCOUNT TOTAL						468.52	.00	468.52
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
2390		12/22 AP		08/04/22	0000000 IOWA LAW ENFORCEMENT ACADEMY	380.00		08/30/22
					FTO SCHOOL-ABBOTT JOHNSTON;6/20-6/24/22			

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FUND 101 GENERAL FUND										
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued				
2390		12/22	AP	08/04/22	0000000	IOWA LAW ENFORCEMENT ACADEMY FTO SCHOOL-BRUGGEMAN	380.00			08/30/22
						JOHNSTON;6/20-6/24/22				
2390		12/22	AP	08/04/22	0000000	IOWA LAW ENFORCEMENT ACADEMY FTO SCHOOL-DANILSON	380.00			08/30/22
						JOHNSTON;6/20-6/24/22				
291		03/23	AP	07/28/22	0000000	IOWA LAW ENFORCEMENT ACADEMY BACK THE BLUE ONLINE TRNG	30.00			08/30/22
						GERZEMA/KRUEGER/LADAGE				
291		03/23	AP	07/28/22	0000000	IOWA I.A.I. REG:CRIME SCENE-HANCOCK	350.00			08/30/22
						ANKENY				
291		03/23	AP	07/28/22	0000000	IOWA I.A.I. REG:CRIME SCENE-B.MADSEN	350.00			08/30/22
						ANKENY				
						ACCOUNT TOTAL	1,870.00	.00		1,870.00
101-5521-415.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
291		03/23	AP	08/08/22	0000000	PROSHIELD FIRE & SECURITY EXT.INSPE./RECHARGE	125.00			08/30/22
						2 POLICE VEHICLES				
						ACCOUNT TOTAL	125.00	.00		125.00
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
291		03/23	AP	08/17/22	0000000	O'DONNELL ACE HARDWARE THREADLOCK-FIX GYM EQUIP.	9.99			08/30/22
						CELL PHONE REPAIR				
291		03/23	AP	08/12/22	0000000	REPAIR PHONE IN INVESTIG. #22-063377	119.99			08/30/22
						DENT TEK-IOWA LLC				
291		03/23	AP	08/02/22	0000000	REPAIR EXPLORER DAMAGED IN TRAINING	548.00			08/30/22
						ACCOUNT TOTAL	677.98	.00		677.98
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
291		03/23	AP	08/08/22	0000000	MARLOW WHITE HONOR GUARD UNIFORMS	2,002.60			08/30/22
						BALTES/HOEFT				
						ACCOUNT TOTAL	2,002.60	.00		2,002.60
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
291		03/23	AP	08/15/22	0000000	CEDAR BEND HUMANE SOCIETY JUL'22 ANIMAL SURRENDER	6,588.00			08/30/22
						WATERLOO, CITY OF				
291		03/23	AP	08/01/22	0000000	ANIMAL CALLS;7/1-7/31/22	9,641.10			08/30/22
						ACCOUNT TOTAL	16,229.10	.00		16,229.10
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										

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FUND 101 GENERAL FUND									
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			continued
224		03/23 AP		08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52		08/30/22
						ACCOUNT TOTAL	1.52	1.00	1.52
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
293		03/23 AP		08/22/22	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC FILTERS	61.20		08/30/22
PROJECT#:					062506				
293		03/23 AP		08/19/22	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC FILTERS	62.16		08/30/22
PROJECT#:					062506				
294		03/23 AP		08/19/22	0000000	O'DONNELL ACE HARDWARE TUBING AND FLOOR CLEANER	38.07		08/30/22
PROJECT#:					062507				
294		03/23 AP		08/18/22	0000000	MENARDS-CEDAR FALLS MOUSE TRAPS, BAIT, TAPE	16.17		08/30/22
PROJECT#:					062510				
294		03/23 AP		08/18/22	0000000	MENARDS-CEDAR FALLS FLOOR STRIPPER AND FLY SWATTERS	15.90		08/30/22
PROJECT#:					062507				
294		03/23 AP		08/18/22	0000000	O'DONNELL ACE HARDWARE SCREWS	3.00		08/30/22
PROJECT#:					062501				
294		03/23 AP		08/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT FLOOR CLEANER, TISSUE TOWELS, SOAP AND LINERS	1,160.64		08/30/22
PROJECT#:					062507				
275		03/23 AP		08/16/22	0000000	O'DONNELL ACE HARDWARE WAX RING, GASKET AND HOOK S	24.37		08/30/22
PROJECT#:					062503				
224		03/23 AP		08/09/22	0000000	O'DONNELL ACE HARDWARE SCREWS	12.99		08/30/22
PROJECT#:					062507				
242		03/23 AP		08/09/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LINERS, TISSUE AND TOWELS	544.50		08/30/22
PROJECT#:					062507				
224		03/23 AP		08/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT TISSUE, TOWELS, SANITIZER	716.50		08/30/22
PROJECT#:					062507				
224		03/23 AP		08/01/22	0000000	ECHO GROUP, INC. LIGHT BULBS	97.20		08/30/22
PROJECT#:					062503				
224		03/23 AP		08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.14		08/30/22
224		03/23 AP		07/29/22	0000000	ULINE, INC. RETRACTABLE BARRIERS	410.95		08/30/22
PROJECT#:					062507				
224		03/23 AP		07/28/22	0000000	ECHO GROUP, INC.	65.20		08/30/22

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FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
LABELS									
PROJECT#:		062501							
275		03/23 AP 06/16/22		0000000	CONTINENTAL RESEARCH CORP.	133.56		08/30/22	
URINAL CLEANER									
PROJECT#:		062511							
ACCOUNT TOTAL						3,363.55	.00	3,363.55	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
224		03/23 AP 08/05/22		0000000	CENTRAL IOWA DISTRIBUTING INC	172.00		08/30/22	
FLOOR SCRUBBER REPAIR									
PROJECT#:		062506							
242		03/23 AP 08/03/22		0000000	CAMPBELL SUPPLY WATERLOO	339.60		08/30/22	
LADDERS									
PROJECT#:		062506							
ACCOUNT TOTAL						511.60	.00	511.60	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
294		03/23 AP 08/23/22		0000000	O'DONNELL ACE HARDWARE	37.07		08/30/22	
TRANSFER ST FLAG POLE REPAIR									
PROJECT#:		062506							
294		03/23 AP 08/18/22		0000000	O'DONNELL ACE HARDWARE	.99		08/30/22	
O RING									
PROJECT#:		062503							
242		03/23 AP 08/16/22		0000000	MILLER FENCE CO., INC.	127.00		08/30/22	
GATE CONTROLLER REPAIR									
PROJECT#:		062511							
294		03/23 AP 08/16/22		0000000	NICK'S SEWER & DRAIN CLEANING	1,225.00		08/30/22	
DRAIN CLEANING									
PROJECT#:		062503							
242		03/23 AP 08/15/22		0000000	JOHNSTONE SUPPLY OF WATERLOO	818.61		08/30/22	
ACTUATOR FOR WASTE VALVE									
PROJECT#:		062507							
294		03/23 AP 08/15/22		0000000	MENARDS-CEDAR FALLS	23.36		08/30/22	
SCREWS AND HANGERS									
PROJECT#:		062511							
242		03/23 AP 08/11/22		0000000	O'DONNELL ACE HARDWARE	8.99		08/30/22	
ADHESIVE									
PROJECT#:		062507							
242		03/23 AP 08/11/22		0000000	O'DONNELL ACE HARDWARE	19.46		08/30/22	
TUBING AND CLAMPS FOR HVAC REPAIR									
PROJECT#:		062503							
293		03/23 AP 08/11/22		0000000	ENGINEERED CONTROLS, INC.	113.60		08/30/22	
ROOM TEMP SENSOR									
PROJECT#:		062506							
224		03/23 AP 08/10/22		0000000	O'DONNELL ACE HARDWARE	34.21		08/30/22	

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FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
CLEANING PADS AND TAPE										
PROJECT#:	062507									
294	03/23	AP		08/10/22	0000000	MENARDS-CEDAR FALLS	77.51		08/30/22	
TAPE, SHEARS										
PROJECT#:	062507									
224	03/23	AP		08/09/22	0000000	O'DONNELL ACE HARDWARE	78.45		08/30/22	
MOUNTING TAPE										
PROJECT#:	062507									
294	03/23	AP		08/09/22	0000000	MENARDS-CEDAR FALLS	21.96		08/30/22	
FURNACE VENT REPAIR										
PROJECT#:	062506									
224	03/23	AP		08/08/22	0000000	O'DONNELL ACE HARDWARE	11.38		08/30/22	
SANDING SPONGE										
PROJECT#:	062507									
293	03/23	AP		08/04/22	0000000	CHRISTIE DOOR COMPANY	95.00		08/30/22	
OVERHEAD DOOR REPAIR										
PROJECT#:	062506									
294	03/23	AP		07/31/22	0000000	WAPSIE PINES LAWN CARE/LANDSC	975.42		08/30/22	
IRRIGATION REPAIR										
PROJECT#:	062511									
210	03/23	AP		07/29/22	0000000	PLUMB TECH INC.	80.00		08/30/22	
HVAC REPAIR										
PROJECT#:	062506									
224	03/23	AP		07/27/22	0000000	CHRISTIE DOOR COMPANY	703.50		08/30/22	
OVERHEAD DOOR REPAIR										
PROJECT#:	062506									
210	03/23	AP		07/18/22	0000000	POLK'S LOCK SERVICE, INC.	650.00		08/30/22	
STEAM ROOM FOR DOOR CLOSERS										
PROJECT#:	062507									
ACCOUNT TOTAL							5,101.51	.00	5,101.51	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
224	03/23	AP		08/05/22	0000000	PLUNKETT'S PEST CONTROL, INC	82.15		08/30/22	
PEST CONTROL										
PROJECT#:	062514									
ACCOUNT TOTAL							82.15	.00	82.15	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
293	03/23	AP		08/19/22	0000000	ARAMARK	43.20		08/30/22	
MAT SERVICE										
PROJECT#:	062506									
293	03/23	AP		08/19/22	0000000	ARAMARK	19.50		08/30/22	
MAT SERVICE										
PROJECT#:	062501									
224	03/23	AP		08/08/22	0000000	PLUMB TECH INC.	724.00		08/30/22	

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
BACK FLOW TESTING AND REPAIR									
PROJECT#:		062506							
224	03/23	AP	08/08/22	0000000	PLUMB TECH INC.	84.95		08/30/22	
BACK FLOW TESTING AND REPAIR									
PROJECT#:		062506							
224	03/23	AP	08/08/22	0000000	PLUMB TECH INC.	869.97		08/30/22	
BACK FLOW TESTING AND REPAIR									
PROJECT#:		062503							
224	03/23	AP	08/08/22	0000000	PLUMB TECH INC.	254.85		08/30/22	
BACK FLOW TESTING AND REPAIR									
PROJECT#:		062501							
224	03/23	AP	08/08/22	0000000	PLUMB TECH INC.	254.85		08/30/22	
BACK FLOW TESTING AND REPAIR									
PROJECT#:		062511							
224	03/23	AP	08/08/22	0000000	PLUMB TECH INC.	84.95		08/30/22	
BACK FLOW TESTING AND REPAIR									
PROJECT#:		062509							
224	03/23	AP	08/08/22	0000000	PLUMB TECH INC.	339.80		08/30/22	
BACK FLOW TESTING AND REPAIR									
PROJECT#:		062510							
224	03/23	AP	08/05/22	0000000	ARAMARK	19.50		08/30/22	
MAT SERVICE									
PROJECT#:		062501							
224	03/23	AP	08/05/22	0000000	ARAMARK	125.65		08/30/22	
MAT SERVICE									
PROJECT#:		062506							
224	03/23	AP	08/03/22	0000000	HAWKEYE ALARM & SIGNAL CO.	435.50		08/30/22	
FIRE ALARM TESTING									
PROJECT#:		062506							
210	03/23	AP	08/01/22	0000000	TK ELEVATOR CORPORATION	157.47		08/30/22	
ELEVATOR SERVICE CONTRACT									
PROJECT#:		062511							
210	03/23	AP	08/01/22	0000000	TK ELEVATOR CORPORATION	157.44		08/30/22	
ELEVATOR SERVICE CONTRACT									
PROJECT#:		062501							
210	03/23	AP	08/01/22	0000000	TK ELEVATOR CORPORATION	157.44		08/30/22	
ELEVATOR SERVICE CONTRACT									
PROJECT#:		062503							
210	03/23	AP	08/01/22	0000000	TK ELEVATOR CORPORATION	157.44		08/30/22	
ELEVATOR SERVICE CONTRACT									
PROJECT#:		062505							
210	03/23	AP	08/01/22	0000000	WOODMAN CONTROLS COMPANY	5,538.84		08/30/22	
HVAC CONTROL SYSTEM SERVICE AGREEMENT TECH									
PROJECT#:		062507							
ACCOUNT TOTAL						9,425.35	.00	9,425.35	

101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING

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FUND 101 GENERAL FUND									
101-6616-446.86-14						REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING			continued
293		03/23 AP		08/18/22	0000000	AIRE SERV.OF THE CEDAR VALLEY	466.40		08/30/22
						HVAC REPAIR			
		PROJECT#:			062503				
293		03/23 AP		08/17/22	0000000	AIRE SERV.OF THE CEDAR VALLEY	350.64		08/30/22
						HVAC REPAIR			
		PROJECT#:			062501				
						ACCOUNT TOTAL	817.04	.00	817.04
101-6616-446.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
2390		12/22 AP		05/16/22	0000000	STICKFORT ELECTRIC CO., INC.	13,060.00		08/30/22
						LOCKER ROOM-LIGHT INSTALL			
		PROJECT#:			062514	CIP#59			
210		03/23 AP		07/28/22	0000000	RADIO COMMUNICATIONS CO., INC.	2,927.14		08/30/22
						SIREN UPGRADES			
						ACCOUNT TOTAL	15,987.14	.00	15,987.14
101-6623-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
275		03/23 AP		08/17/22	0000000	BUILDERS SELECT LLC	34.98		08/30/22
						PRO SHOP REPAIRS			
224		03/23 AP		07/29/22	0000000	TESTAMERICA LABORATORIES, INC	21.00		08/30/22
						PRO SHOP WATER TEST			
224		03/23 AP		07/11/22	0000000	FERGUSON ENTERPRISES, INC.	30.63		08/30/22
						IRRIGATION REPAIR PART			
						ACCOUNT TOTAL	86.61	.00	86.61
101-6625-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
253		03/23 AP		08/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.49		08/30/22
						COPY PAPER			
212		03/23 AP		08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.86		08/30/22
						ASTRO PAPER, SHARPIES, PENS			
253		03/23 AP		05/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.25		08/30/22
						POST IT NOTES			
						ACCOUNT TOTAL	56.60	.00	56.60
101-6625-432.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
238		03/23 AP		08/04/22	0000000	THOMPSON SHOES	175.00		08/30/22
						SAFETY SHOES-A VAN RADEN			
						P.O. 56746			
						ACCOUNT TOTAL	175.00	.00	175.00

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FUND 101 GENERAL FUND										
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
212		03/23 AP		08/04/22	0000000	MENARDS-CEDAR FALLS SPRAY PAINT, MALLET, HAMMER	65.41			08/30/22
						MARKING WAND, WASHERS				
						ACCOUNT TOTAL	65.41	.00	65.41	
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.										
212		03/23 AP		08/12/22	0000000	AECOM TECHNICAL SERVICES, INC	220.40			08/30/22
						3282-'21 SURVEY SERVICES 7/2-8/5/22				
						PROJECT#: 023282				
						ACCOUNT TOTAL	220.40	.00	220.40	
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
224		03/23 AP		08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	5.70			08/30/22
						ACCOUNT TOTAL	5.70	.00	5.70	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
293		03/23 AP		08/23/22	0000000	COVER-ALL EMBROIDERY, INC.	250.00			08/30/22
						PW HATS				
275		03/23 AP		08/16/22	0000000	OUTDOOR RECREATION PROD	3,483.00			08/30/22
						PLAYGROUND MULCH				
294		03/23 AP		08/12/22	0000000	POLK'S LOCK SERVICE, INC.	18.00			08/30/22
						KEYS				
275		03/23 AP		08/09/22	0000000	POLK'S LOCK SERVICE, INC.	17.00			08/30/22
						PARKS KEYS				
210		03/23 AP		08/05/22	0000000	O'DONNELL ACE HARDWARE	107.98			08/30/22
						TARPS FOR PLAZA ART				
224		03/23 AP		08/02/22	0000000	ZIMCO SUPPLY CO.	963.50			08/30/22
						CHEMICAL				
275		03/23 AP		07/31/22	0000000	WAPSIE PINES LAWN CARE/LANDSC	244.56			08/30/22
						IRRIGATION				
224		03/23 AP		07/29/22	0000000	TESTAMERICA LABORATORIES, INC	42.00			08/30/22
						BEACH HOUSE WATER TEST				
275		03/23 AP		07/29/22	0000000	COOLEY PUMPING, LLC	115.00			08/30/22
						DROP TOLIET EL DORADO				
224		03/23 AP		07/26/22	0000000	BENTON BUILDING CENTER	83.49			08/30/22
						SHELTER REPAIR EAGLE SCOUT				
224		03/23 AP		07/18/22	0000000	STOKES WELDING	46.74			08/30/22
						IDLER PULLEY				
224		03/23 AP		07/15/22	0000000	DIAMOND VOGEL PAINT - #52	12.46			08/30/22
						SHELTER REPAIR EAGLE SCOUT				
224		03/23 AP		07/15/22	0000000	MILLER FENCE CO., INC.	192.59			08/30/22
						PARKS FLAGS				
224		03/23 AP		07/14/22	0000000	BENTON BUILDING CENTER	165.35			08/30/22

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FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
224				03/23 AP 07/14/22	0000000	SHELTER REPAIR EAGLE SCOUT DIAMOND VOGEL PAINT - #52	477.03		08/30/22
224				03/23 AP 07/12/22	0000000	SHELTER REPAIR EAGLE SCOUT PLUMB SUPPLY COMPANY, LLC BACK FLOW PREVENTOR	232.96		08/30/22
ACCOUNT TOTAL							6,451.66	.00	6,451.66
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
242				03/23 AP 08/08/22	0000000	BACKFLOW TESTING AND REPAIR PLUMB TECH INC.	1,719.64		08/30/22
224				03/23 AP 07/31/22	0000000	WATER BOTTLES CULLIGAN WATER CONDITIONING	38.54		08/30/22
ACCOUNT TOTAL							1,758.18	.00	1,758.18
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
242				03/23 AP 08/09/22	0000000	TRAIL REPLACEMENT TO FIX BENTON'S READY MIX CONCRETE, TILE CENTER AND GREEN	600.00		08/30/22
ACCOUNT TOTAL							600.00	.00	600.00
FUND TOTAL							137,899.95	.00	137,899.95
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
224				03/23 AP 08/01/22	0000000	COPY PAPER OFFICE EXPRESS OFFICE PRODUCT	5.70		08/30/22
ACCOUNT TOTAL							5.70	.00	5.70
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS									
293				03/23 AP 08/24/22	0000000	CONCRETE RAKE GIERKE-ROBINSON COMPANY, INC.	33.78		08/30/22
242				03/23 AP 08/15/22	0000000	CAUTION TAPE BUILDERS SELECT LLC	9.99		08/30/22
242				03/23 AP 08/15/22	0000000	CONCRETE FLOATS GIERKE-ROBINSON COMPANY, INC.	62.88		08/30/22
242				03/23 AP 08/04/22	0000000	WORK LIGHT CAMPBELL SUPPLY WATERLOO	199.00		08/30/22
ACCOUNT TOTAL							305.65	.00	305.65

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS										
293		03/23	AP	08/23/22	00000000	COVER-ALL EMBROIDERY, INC. PW HATS	300.00			08/30/22
ACCOUNT TOTAL							300.00	.00	300.00	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
293		03/23	AP	08/22/22	00000000	GIERKE-ROBINSON COMPANY, INC. SUPPLY FOR UTILITY TRUCK	108.45			08/30/22
ACCOUNT TOTAL							108.45	.00	108.45	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
238		03/23	AP	08/04/22	00000000	THOMPSON SHOES	140.25			08/30/22
238		03/23	AP	08/04/22	00000000	SAFETY SHOES-D DOUGLAS P.O. 56742 THOMPSON SHOES	160.00			08/30/22
238		03/23	AP	08/04/22	00000000	SAFETY SHOES-K LEWIS P.O. 56739 THOMPSON SHOES	175.00			08/30/22
238		03/23	AP	08/04/22	00000000	SAFETY SHOES-J TEGTMEIER P.O. 56748				
ACCOUNT TOTAL							475.25	.00	475.25	
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
294		03/23	AP	08/24/22	00000000	O'DONNELL ACE HARDWARE	37.45			08/30/22
224		03/23	AP	08/04/22	00000000	PAINT MENARDS-CEDAR FALLS SCREWS AND SUPPLIES	26.29			08/30/22
ACCOUNT TOTAL							63.74	.00	63.74	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
293		03/23	AP	08/22/22	00000000	GIERKE-ROBINSON COMPANY, INC. EXPANSION FOR ST. REPAIRS	145.40			08/30/22
293		03/23	AP	08/20/22	00000000	ASPRO, INC. HOT MIX ASPHALT	627.84			08/30/22
293		03/23	AP	08/20/22	00000000	ASPRO, INC. HOT MIX ASPHALT	2,429.76			08/30/22
293		03/23	AP	08/18/22	00000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CFU REPAIR AT 2508 PLEASANT	1,778.00			08/30/22
PROJECT#:		062436								
275		03/23	AP	08/17/22	00000000	BUILDERS SELECT LLC LUMBER AND SUPPLIES FOR FORMING STREET REPAIRS	185.95			08/30/22
293		03/23	AP	08/16/22	00000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CFU REPAIR ORCHARD AND SOUTH MAIN	1,270.00			08/30/22
PROJECT#:		062436								
293		03/23	AP	08/15/22	00000000	BENTON'S READY MIX CONCRETE,	508.00			08/30/22

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued			
242				03/23 AP 08/12/22	0000000	COLLEGE HILL STREET REPAIR BENTON'S READY MIX CONCRETE,	1,524.00		08/30/22
PROJECT#: 062436									
242				03/23 AP 08/11/22	0000000	CFU PATCH 1818 HAWTHORNE BENTON'S READY MIX CONCRETE,	889.00		08/30/22
PROJECT#: 062436									
242				03/23 AP 08/11/22	0000000	CFU PATCH 2314 PLEASANT 2406 PLEASANT	920.75		08/30/22
PROJECT#: 062436									
224				03/23 AP 08/09/22	0000000	CFU PATCH 2208 SUNSET BUILDERS SELECT LLC	7.99		08/30/22
PROJECT#: 062436									
210				03/23 AP 08/08/22	0000000	FORM LUMBER BLACK HAWK RENTAL	165.75		08/30/22
242				03/23 AP 08/08/22	0000000	PROPANE FOR PRO PATCHER BITUMINOUS MATERIALS & SUPPLY	525.45		08/30/22
224				03/23 AP 08/06/22	0000000	CRS-2 FOR PROPATCHER ASPRO, INC.	1,060.80		08/30/22
224				03/23 AP 08/05/22	0000000	HOT MIX ASPHALT BENTON'S READY MIX CONCRETE,	1,422.00		08/30/22
PROJECT#: 062436									
224				03/23 AP 08/03/22	0000000	CFU CONCRETE REPAIR VIRGIL/SUNNYSIDE	762.00		08/30/22
PROJECT#: 062436									
224				03/23 AP 08/02/22	0000000	CFU CONCRETE REPAIR BENTON'S READY MIX CONCRETE,	1,555.75		08/30/22
PROJECT#: 062436									
210				03/23 AP 07/30/22	0000000	CONCRETE FOR SOUTH MAIN AND ORCHARD	576.00		08/30/22
210				03/23 AP 07/30/22	0000000	HOTMIX ASPHALT ASPRO, INC.	891.84		08/30/22
210				03/23 AP 07/28/22	0000000	HOTMIX ASPHALT BENTON'S READY MIX CONCRETE,	793.75		08/30/22
PROJECT#: 062436									
210				03/23 AP 07/28/22	0000000	CONCRETE FOR CFU PATCH ON MAPLEWOOD	337.50		08/30/22
PROJECT#: 062436									
ACCOUNT TOTAL							18,377.53	.00	18,377.53
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2390				12/22 AP 06/21/22	0000000	FOTH INFRASTRUCTURE & ENVIRON SERVICES THROUGH 05/31/22	1,912.98		08/30/22
PROJECT#: 023259									
290				03/23 AP 08/09/22	0000000	3259-2022 BRIDGE INSPECT FOTH INFRASTRUCTURE & ENVIRON	1,208.12		08/30/22
PROJECT#: 023259									
ACCOUNT TOTAL							3,121.10	.00	3,121.10

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.92-81						STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM				
283		03/23 AP		08/19/22	0000000	OWEN CONTRACTING INC.	59,618.82			08/30/22
						3268-2022 ALLEY RECON.				
PROJECT#:					023268					
212		03/23 AP		08/12/22	0000000	AECOM TECHNICAL SERVICES, INC	5,562.10			08/30/22
						3268-2022 ALLEY RECON.				
PROJECT#:					023268	7/2-8/5/22				
ACCOUNT TOTAL							65,180.92	.00	65,180.92	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
212		03/23 AP		08/19/22	0000000	PETERSON CONTRACTORS	615,738.81			08/30/22
						3240-W 27TH ST RECON				
PROJECT#:					023240					
ACCOUNT TOTAL							615,738.81	.00	615,738.81	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
224		03/23 AP		08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.14			08/30/22
ACCOUNT TOTAL							1.14	.00	1.14	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
242		03/23 AP		08/08/22	0000000	ECHO GROUP, INC.	13.00			08/30/22
						ELECTRICAL SUPPLIES				
210		03/23 AP		08/03/22	0000000	O'DONNELL ACE HARDWARE	64.99			08/30/22
						LP TANK				
210		03/23 AP		07/28/22	0000000	ECHO GROUP, INC.	319.86			08/30/22
						ELECTRICAL SUPPLIES				
210		03/23 AP		07/26/22	0000000	ECHO GROUP, INC.	313.84			08/30/22
						ELECTRICAL SUPPLIES				
ACCOUNT TOTAL							711.69	.00	711.69	
206-6647-436.72-62 OPERATING SUPPLIES / PAINT										
275		03/23 AP		08/17/22	0000000	O'DONNELL ACE HARDWARE	83.26			08/30/22
						PAINT				
275		03/23 AP		08/16/22	0000000	DIAMOND VOGEL PAINT - #64/#55	10.72			08/30/22
						PAINT				
275		03/23 AP		08/15/22	0000000	DIAMOND VOGEL PAINT - #64/#55	111.19			08/30/22
						PAINT				
210		03/23 AP		08/03/22	0000000	DIAMOND VOGEL PAINT - #64/#55	32.16			08/30/22
						PAINT				
224		03/23 AP		07/29/22	0000000	SHERWIN-WILLIAMS COMPANY	607.80			08/30/22
						PAINT				

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FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.72-62 OPERATING SUPPLIES / PAINT							continued			
ACCOUNT TOTAL							845.13	.00	845.13	
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS										
242		03/23 AP		08/11/22	0000000	MID AMERICAN SIGNAL, INC. WIRE FOR TRAFFIC SIGNALS	615.00			08/30/22
ACCOUNT TOTAL							615.00	.00	615.00	
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING										
275		03/23 AP		08/18/22	0000000	QUALITY STRIPING INC 2022 PAINT CONTRACT	40,225.50			08/30/22
ACCOUNT TOTAL							40,225.50	.00	40,225.50	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
242		03/23 AP		08/12/22	0000000	KW ELECTRIC, INC. SIGNAL UPGRADES	4,725.00			08/30/22
242		03/23 AP		08/12/22	0000000	KW ELECTRIC, INC. SIREN UPGRADES	515.00			08/30/22
210		03/23 AP		07/26/22	0000000	ENNIS-FLINT, INC. PAINT FOR NEW CROSS WALKS	1,734.43			08/30/22
ACCOUNT TOTAL							6,974.43	.00	6,974.43	
FUND TOTAL							753,050.04	.00	753,050.04	
FUND 215 HOSPITAL FUND										
215-1230-421.89-45 MISCELLANEOUS SERVICES / FARM TAXES										
238		03/23 AP		09/01/22	0000000	BLACK HAWK CO.TREASURER PROPERTY TAXES- BELZ FARM 2022/2023	1,492.00			08/30/22
238		03/23 AP		09/01/22	0000000	BLACK HAWK CO.TREASURER PROPERTY TAXES- BELZ FARM 2022/2023	1,194.00			08/30/22
238		03/23 AP		09/01/22	0000000	BLACK HAWK CO.TREASURER PROPERTY TAXES- BELZ FARM 2022/2023	1,386.00			08/30/22
238		03/23 AP		09/01/22	0000000	BLACK HAWK CO.TREASURER PROPERTY TAXES- BELZ FARM 2022/2023	1,374.00			08/30/22
238		03/23 AP		09/01/22	0000000	BLACK HAWK CO.TREASURER PROPERTY TAXES- BELZ FARM 2022/2023	1,108.00			08/30/22
238		03/23 AP		09/01/22	0000000	BLACK HAWK CO.TREASURER PROPERTY TAXES-BELZ FARM 2022/2023	1,508.00			08/30/22
238		03/23 AP		09/01/22	0000000	GRUNDY COUNTY TREASURER PROPERTY TAXES-BELZ FARM 2022/2023	5,408.00			08/30/22
ACCOUNT TOTAL							13,470.00	.00	13,470.00	

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FUND 215 HOSPITAL FUND										
					FUND TOTAL		13,470.00	.00	13,470.00	
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
					217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES					
	253			03/23	AP 08/15/22 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.56			08/30/22
					ACCOUNT TOTAL		4.56	.00	4.56	
					217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES					
	253			03/23	AP 07/31/22 0000000	ONE SOURCE THE BACKGROUND CHE JULY APPLICANTS SEC 8	39.00			08/30/22
					ACCOUNT TOTAL		39.00	.00	39.00	
					FUND TOTAL		43.56	.00	43.56	
FUND 223 COMMUNITY BLOCK GRANT										
					223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES					
	253			03/23	AP 08/15/22 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.14			08/30/22
	238			03/23	AP 08/10/22 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			08/30/22
					ACCOUNT TOTAL		3.42	.00	3.42	
					223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES					
	285			03/23	AP 07/29/22 0000000	IOWA NORTHLAND REGIONAL CO. O ENT. ENVIRONMENT REVIEW GA JULY EXPENSES	2,083.09			08/30/22
	285			03/23	AP 07/29/22 0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT AGENCY AWARD JULY EXPENSES	1,077.02			08/30/22
	285			03/23	AP 07/29/22 0000000	IOWA NORTHLAND REGIONAL CO. O ENT. PLAN & REPORTS JULY EXPENSES	974.37			08/30/22
	285			03/23	AP 07/29/22 0000000	IOWA NORTHLAND REGIONAL CO. O CARES CV-3 PLAN & REPORTS JULY EXPENSES	647.21			08/30/22
					PROJECT#: 022354					
					ACCOUNT TOTAL		4,781.69	.00	4,781.69	
					223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT					
	285			03/23	AP 07/29/22 0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS JULY EXPENSES	646.56			08/30/22
					PROJECT#: 023248					

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FUND 223 COMMUNITY BLOCK GRANT								
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT						continued		
ACCOUNT TOTAL						646.56	.00	646.56
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT								
285		03/23 AP	07/29/22	0000000	IOWA NORTHLAND REGIONAL CO. O	215.40		08/30/22
ENTITLEMENT SEWER LINING								
PROJECT#: 023297								
ACCOUNT TOTAL						215.40	.00	215.40
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2								
2390		12/22 AP	07/16/22	0000000	EXCEPTIONAL PERSONS INC	1,300.00		08/30/22
IEDA-CARES CV2								
PROJECT#: 022353								
285		03/23 AP	08/22/22	0000000	EXCEPTIONAL PERSONS INC	360.50		08/30/22
IEDA-CARES CV2								
PROJECT#: 022353								
285		03/23 AP	07/29/22	0000000	IOWA NORTHLAND REGIONAL CO. O	1,077.02		08/30/22
CARES CV-2 AGENCY AWARD								
PROJECT#: 022353								
285		03/23 AP	07/29/22	0000000	IOWA NORTHLAND REGIONAL CO. O	215.40		08/30/22
CARES CV-2 CITY EQUIPMENT								
PROJECT#: 022353								
285		03/23 AP	07/29/22	0000000	IOWA NORTHLAND REGIONAL CO. O	871.80		08/30/22
CARES CV-2 SCHOOL EQUIP								
PROJECT#: 022353								
ACCOUNT TOTAL						3,824.72	.00	3,824.72
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
285		03/23 AP	07/29/22	0000000	IOWA NORTHLAND REGIONAL CO. O	178.72		08/30/22
ENT.SINGLE FAMILY REHAB.								
ACCOUNT TOTAL						178.72	.00	178.72
FUND TOTAL						9,650.51	.00	9,650.51
FUND 242 STREET REPAIR FUND								
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION								
283		03/23 AP	08/22/22	0000000	PETERSON CONTRACTORS	773,438.52		08/30/22
3230-2022 STREET CONST.								
PROJECT#: 023230								
212		03/23 AP	08/12/22	0000000	AECOM TECHNICAL SERVICES, INC	5,562.10		08/30/22
3230-2022 STREET RECON								
7/2-8/5/22								

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FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION							continued		
PROJECT#: 023230									
ACCOUNT TOTAL							779,000.62	.00	779,000.62
242-1240-431.92-53 STRUCTURE IMPROV & BLDGS / WEST 1ST STREET RECONST									
2390		12/22 AP		06/09/22	0000000	IOWA DEPT-TRANSPORTATION	5,715,303.77		08/30/22
PROJECT#: 023118									
ACCOUNT TOTAL							5,715,303.77	.00	5,715,303.77
242-1240-431.92-85 STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION									
212		03/23 AP		08/09/22	0000000	FOTH INFRASTRUCTURE & ENVIRON	98.00		08/30/22
PROJECT#: 023238									
ACCOUNT TOTAL							98.00	.00	98.00
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
283		03/23 AP		08/19/22	0000000	K3D, LLC	3,300.00		08/30/22
PROJECT#: 023283									
283		03/23 AP		08/19/22	0000000	K3D, LLC	1,793.55		08/30/22
PROJECT#: 023283									
212		03/23 AP		08/09/22	0000000	FOTH INFRASTRUCTURE & ENVIRON	113,326.01		08/30/22
PROJECT#: 023283									
ACCOUNT TOTAL							118,419.56	.00	118,419.56
FUND TOTAL							6,612,821.95	.00	6,612,821.95
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
253		03/23 AP		08/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		08/30/22
PROJECT#: 023283									
ACCOUNT TOTAL							4.56	.00	4.56
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
238		03/23 AP		08/08/22	0000000	MENARDS-CEDAR FALLS	23.14		08/30/22
PROJECT#: 023283									

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FUND 254 CABLE TV FUND									
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						continued			
238		03/23 AP		08/08/22	0000000 MENARDS-CEDAR FALLS	11.28		08/30/22	
					HEX LAG, TAP BOLT				
238		03/23 AP		08/03/22	0000000 FEDERAL EXPRESS	20.76		08/30/22	
					SHIPPING-ALLIED BROADCAST				
					ACCOUNT TOTAL	55.18	.00	55.18	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
238		03/23 AP		08/17/22	0000000 AVS, INC.	30,176.00		08/30/22	
					TRICASTER 2, CONROL PANEL				
					PROTEK PRIME				
					ACCOUNT TOTAL	30,176.00	.00	30,176.00	
					FUND TOTAL	30,235.74	.00	30,235.74	
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
253		03/23 AP		08/15/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.84		08/30/22	
					COPY PAPER				
					ACCOUNT TOTAL	6.84	.00	6.84	
					FUND TOTAL	6.84	.00	6.84	
FUND 261 TOURISM & VISITORS									
261-2291-423.73-53 OTHER SUPPLIES / INTERNET DESIGN									
251		03/23 AP		08/10/22	0000000 EXPERIENCE WATERLOO	2,250.00		08/30/22	
					ITI DIGITAL SERVICIES-ANUAL				
					LICENCE FOR CV365 \$4500				
					ACCOUNT TOTAL	2,250.00	.00	2,250.00	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
251		03/23 AP		08/03/22	0000000 AMPERAGE	1,750.00		08/30/22	
					SEPT DIGITAL AD CAMPAIGNS				
					GOOGLE/YOUTUBE/FACEBOOK				
					ACCOUNT TOTAL	1,750.00	.00	1,750.00	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
251		03/23 AP		08/10/22	0000000 BARN HAPPY-KRISTIN L. BOETTGE	90.00		08/30/22	
					6 BARN HAPPY DELICIOUS				
					COOKBOOKS				
					ACCOUNT TOTAL	90.00	.00	90.00	

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FUND 261 TOURISM & VISITORS										
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
	251			03/23	AP 08/05/22 0000000	ARAMARK MAT SERVICE	7.80			08/30/22
ACCOUNT TOTAL							7.80	.00	7.80	
FUND TOTAL							4,097.80	.00	4,097.80	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
	200			03/23	AP 08/19/22 0000000	ARAMARK COMM. CENTER MAT SERVICE	7.80			08/30/22
	200			03/23	AP 08/05/22 0000000	ARAMARK COMM. CENTER MAT SERVICE	7.80			08/30/22
ACCOUNT TOTAL							15.60	.00	15.60	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
	200			03/23	AP 08/11/22 0000000	HEARST CENTER FOR THE ARTS	40.00			08/30/22
	200			03/23	AP 08/08/22 0000000	MASMAR, MANDY SUE SENIOR LINE DANCING FOR AUGUST '22	80.00			08/30/22
ACCOUNT TOTAL							120.00	.00	120.00	
FUND TOTAL							135.60	.00	135.60	
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										
	242			03/23	AP 08/09/22 0000000	GOODWIN TUCKER GROUP ICE MAKER REPAIR	498.50			08/30/22
PROJECT#: 062516										
ACCOUNT TOTAL							498.50	.00	498.50	
FUND TOTAL							498.50	.00	498.50	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
298-2280-423.89-39 MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS									
271		03/23 AP		08/17/22	0000000	VAN DOREN'S, LLC	201.75		08/30/22
						PLEXI GLASS FOR DELOFF WORKS-SOO HOSTETTLER FUNDS			
271		03/23 AP		08/17/22	0000000	CLOUD STUDY LLC	10,000.00		08/30/22
						DREAM HOUSE PAYMENT 20% PAYMENT			
271		03/23 AP		08/17/22	0000000	CLOUD STUDY LLC	5,000.00		08/30/22
						DREAM HOUSE FINAL PAYMENT			
						ACCOUNT TOTAL	15,201.75	.00	15,201.75
						FUND TOTAL	15,201.75	.00	15,201.75
FUND 311 DEBT SERVICE FUND									
FUND 404 FEMA									
404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETScape									
212		03/23 AP		08/19/22	0000000	OWEN CONTRACTING INC.	254,683.21		08/30/22
						3206-CENTER STREETScape			
						PROJECT#: 023206			
212		03/23 AP		08/09/22	0000000	FOTH INFRASTRUCTURE & ENVIRON	34,386.53		08/30/22
						3206-CENTER STREETScape SERVICES THRU 07/31/22			
						PROJECT#: 023206			
						ACCOUNT TOTAL	289,069.74	.00	289,069.74
						FUND TOTAL	289,069.74	.00	289,069.74
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION									
283		03/23 AP		08/19/22	0000000	PETERSON CONTRACTORS	774,786.84		08/30/22
						3189-W VIKING IND.PARK V			
						PROJECT#: 023189			
						ACCOUNT TOTAL	774,786.84	.00	774,786.84
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE									
283		03/23 AP		08/17/22	0000000	OWEN CONTRACTING INC.	30,252.25		08/30/22
						3242-DWNTWN STREETScape II			
						PROJECT#: 023242			
253		03/23 AP		08/05/22	0000000	SIGNS & DESIGNS, INC.	450.00		08/30/22
						DETAILS OF DISTRICT KIOSK GAMING RECOGNITION			

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FUND 430 2004 TIF BOND									
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE							continued		
PROJECT#:		023242							
ACCOUNT TOTAL							30,702.25	.00	30,702.25
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE									
212		03/23 AP		08/18/22 0000000		OWEN CONTRACTING INC.	16,750.74		08/30/22
PROJECT#:		023245		3245-CYBER LANE EXTENSION					
ACCOUNT TOTAL							16,750.74	.00	16,750.74
FUND TOTAL							822,239.83	.00	822,239.83
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									
438-1220-431.92-53 STRUCTURE IMPROV & BLDGS / WEST 1ST STREET RECONST									
2390		12/22 AP		06/09/22 0000000		IOWA DEPT-TRANSPORTATION	150,000.00		08/30/22
PROJECT#:		023118		3118:W.1ST ST. RECONST.		CITY SHARE - CONSTRUCTION			
ACCOUNT TOTAL							150,000.00	.00	150,000.00
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT									
283		03/23 AP		08/22/22 0000000		PETERSON CONTRACTORS	206,220.25		08/30/22
PROJECT#:		023228		3228-GREENHILL/S MAIN INT					
212		03/23 AP		08/19/22 0000000		SHIVE-HATTERY	1,466.90		08/30/22
PROJECT#:		023228		3228-GREENHILL/S MAIN INT		SERVICES THRU 08/12/22			
ACCOUNT TOTAL							207,687.15	.00	207,687.15
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON									
212		03/23 AP		08/22/22 0000000		PETERSON CONTRACTORS	257,413.56		08/30/22
PROJECT#:		023171		3171-CEDAR HEIGHTS RECON.					
ACCOUNT TOTAL							257,413.56	.00	257,413.56

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FUND 438 2020 BOND FUND										
438-1220-431.98-85						CAPITAL PROJECTS / LAKE STREET TRAIL				
283		03/23 AP		08/17/22	0000000	OWEN CONTRACTING INC.	36,324.93			08/30/22
						3247-LAKE STREET TRAIL				
						PROJECT#: 023247				
						ACCOUNT TOTAL	36,324.93	0.00	36,324.93	
						FUND TOTAL	651,425.64	0.00	651,425.64	
FUND 439 2022 BOND FUND										
439-1220-431.95-01						BOND FUND PROJECTS / BOND FEES				
238		03/23 AP		08/05/22	0000000	MOODY'S INVESTORS SERVICE	10,000.00			08/30/22
						PROF:2022 GEN.OBLIG NOTES				
						CAPITAL LOAN NOTES				
						ACCOUNT TOTAL	10,000.00	0.00	10,000.00	
						FUND TOTAL	10,000.00	0.00	10,000.00	
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-16						CAPITAL PROJECTS / CITY HALL REMODEL				
253		03/23 AP		07/31/22	0000000	EMERGENT ARCHITECTURE	4,500.00			08/30/22
						3231-CITY HALL REMODEL				
						PROJECT#: 023231				
253		03/23 AP		07/31/22	0000000	PETERS CONSTRUCTION CORP.	411,884.85			08/30/22
						3231-CITY HALL REMODEL				
						PROJECT#: 023231				
						ACCOUNT TOTAL	416,384.85	0.00	416,384.85	
443-1220-431.98-88						CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD				
212		03/23 AP		08/09/22	0000000	ADVANCED ENVIRONMENTAL TESTIN	7,265.00			08/30/22
						3244-ASHWORTH DR EXT.				
						PROJECT#: 023244				
						ACCOUNT TOTAL	7,265.00	0.00	7,265.00	
						FUND TOTAL	423,649.85	0.00	423,649.85	

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FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
484-2245-432.91-10 LAND / INDUSTRIAL PARK LAND ACQ										
238				03/23 AP 09/01/22	0000000	BLACK HAWK CO.TREASURER 2022/2023	1,464.00			08/30/22
238				03/23 AP 09/01/22	0000000	PROPERTY TAXES- ARTESIAN 2022/2023	1,418.00			08/30/22
238				03/23 AP 09/01/22	0000000	BLACK HAWK CO.TREASURER 2022/2023	1,168.00			08/30/22
238				03/23 AP 09/01/22	0000000	PROPERTY TAXES-RIEGER IND 2022/2023	532.00			08/30/22
238				03/23 AP 09/01/22	0000000	BLACK HAWK CO.TREASURER 2022/2023	1,196.00			08/30/22
238				03/23 AP 09/01/22	0000000	PROPERTY TAXES-RIEGER IND 2022/2023	1,138.00			08/30/22
238				03/23 AP 09/01/22	0000000	BLACK HAWK CO.TREASURER 2022/2023	434.00			08/30/22
238				03/23 AP 09/01/22	0000000	PROPERTY TAXES-GIBSON 2022/2023	1,304.00			08/30/22
238				03/23 AP 09/01/22	0000000	BLACK HAWK CO.TREASURER 2022/2023	1,548.00			08/30/22
238				03/23 AP 09/01/22	0000000	PROPERTY TAXES-GIBSON 2022/2023	154.00			08/30/22
238				03/23 AP 09/01/22	0000000	BLACK HAWK CO.TREASURER 2022/2023	896.00			08/30/22
238				03/23 AP 09/01/22	0000000	PROPERTY TAXES-GIBSON 2022/2023	548.00			08/30/22
ACCOUNT TOTAL							11,800.00	.00	11,800.00	
FUND TOTAL							11,800.00	.00	11,800.00	
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
2390				12/22 AP 06/09/22	0000000	545-6655-436.92-53 STRUCTURE IMPROV & BLDGS / WEST 1ST STREET RECONST IOWA DEPT-TRANSPORTATION	1,285,257.50			08/30/22
PROJECT#: 023118										
ACCOUNT TOTAL							1,285,257.50	.00	1,285,257.50	
FUND TOTAL							1,285,257.50	.00	1,285,257.50	

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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									
224		03/23	AP	08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.31		08/30/22
						PAPER PADS			
224		03/23	AP	08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.13		08/30/22
						COPY PAPER			
ACCOUNT TOTAL							13.44	.00	13.44
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
291		03/23	AP	08/01/22	0000000	WATERLOO, CITY OF	101.85		08/30/22
						DEER DISPOSAL;7/1-7/31/22			
ACCOUNT TOTAL							101.85	.00	101.85
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
224		03/23	AP	08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.40		08/30/22
						COPY PAPER			
ACCOUNT TOTAL							11.40	.00	11.40
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS									
294		03/23	AP	08/18/22	0000000	MENARDS-CEDAR FALLS	27.44		08/30/22
						DRILL BITS FOR TRANSFER			
						TRAILER REPAIR			
275		03/23	AP	08/15/22	0000000	CAMPBELL SUPPLY WATERLOO	370.99		08/30/22
						GREASE GUN			
ACCOUNT TOTAL							398.43	.00	398.43
551-6685-436.72-17 OPERATING SUPPLIES / UNIFORMS									
293		03/23	AP	08/23/22	0000000	COVER-ALL EMBROIDERY, INC.	250.00		08/30/22
						PW HATS			
ACCOUNT TOTAL							250.00	.00	250.00
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
238		03/23	AP	08/04/22	0000000	THOMPSON SHOES	166.60		08/30/22
						SAFETY SHOES-V BUTTERFIEL			
						P.O. 56745			
ACCOUNT TOTAL							166.60	.00	166.60

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FUND 551 REFUSE FUND										
551-6685-436.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES				
224		03/23 AP		08/01/22	0000000	MENARDS-CEDAR FALLS TAP CONS FOR SIGNS AT	7.53			08/30/22
						TRANSFER STATION				
						ACCOUNT TOTAL	7.53	.00	7.53	
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.										
210		03/23 AP		07/25/22	0000000	COOLEY PUMPING, LLC CLEAN DRAIN AT TRANSFER	370.00			08/30/22
						STATION				
						ACCOUNT TOTAL	370.00	.00	370.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
275		03/23 AP		08/22/22	0000000	SAM ANNIS & CO. RECYCLE PROPANE TANKS	10.00			08/30/22
275		03/23 AP		08/19/22	0000000	MIDWEST ELECTRONIC RECOVERY E WASTE RECYCLING	1,274.05			08/30/22
275		03/23 AP		08/16/22	0000000	SAM ANNIS & CO. RECYCLE PROPANE TANKS	10.00			08/30/22
275		03/23 AP		08/06/22	0000000	LIBERTY TIRE RECYCLING, LLC TIRE RECYCLING	1,154.98			08/30/22
210		03/23 AP		08/05/22	0000000	WEIKERT IRON AND METAL APPLIANCE RECYCLING	2,443.00			08/30/22
275		03/23 AP		07/30/22	0000000	LIBERTY TIRE RECYCLING, LLC TIRE RECYCLING	471.10			08/30/22
294		03/23 AP		07/09/22	0000000	LIBERTY TIRE RECYCLING, LLC TIRE RECYCLING	429.40			08/30/22
						ACCOUNT TOTAL	5,792.53	.00	5,792.53	
						FUND TOTAL	7,111.78	.00	7,111.78	
FUND 552 SEWER RENTAL FUND										
552-6655-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
284		03/23 AP		08/04/22	0000000	OFFICE EXPRESS OFFICE PRODUCT PENS	35.09			08/30/22
224		03/23 AP		08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52			08/30/22
						ACCOUNT TOTAL	36.61	.00	36.61	
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
294		03/23 AP		08/23/22	0000000	CRITEX LLC BOX OUT SUPPLIES	3,327.43			08/30/22
210		03/23 AP		07/29/22	0000000	BENTON'S READY MIX CONCRETE,	691.75			08/30/22

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FUND 552 SEWER RENTAL FUND										
552-6655-436.73-13						OTHER SUPPLIES / SANITARY SEWERS CONCRETE FOR BOX OUTS ON GREENCREEK RD				continued
						ACCOUNT TOTAL	4,019.18	.00	4,019.18	
552-6655-436.73-27						OTHER SUPPLIES / IOWA ONE CALL				
293				03/23	AP 08/18/22 0000000	IOWA ONE CALL	450.00			08/30/22
						IOWA ONE CALLS JULY 2022				
						ACCOUNT TOTAL	450.00	.00	450.00	
552-6655-436.86-18						REPAIR & MAINTENANCE / SANITARY SEWER ROOT CONT.				
284				03/23	AP 06/30/22 0000000	DUKE'S ROOT CONTROL, INC. ROOT CONTROL	17,388.83			08/30/22
						ACCOUNT TOTAL	17,388.83	.00	17,388.83	
552-6655-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
212				03/23	AP 08/12/22 0000000	AECOM TECHNICAL SERVICES, INC	577.61			08/30/22
						3287-S MAIN SAN. SEWER PROJECT#: 032387				
						7/2-8/5/22-BILLABLE				
						ACCOUNT TOTAL	577.61	.00	577.61	
552-6665-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
224				03/23	AP 08/01/22 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.80			08/30/22
						ACCOUNT TOTAL	3.80	.00	3.80	
552-6665-436.72-05						OPERATING SUPPLIES / GAS & OIL				
284				03/23	AP 08/10/22 0000000	O'DONNELL ACE HARDWARE	37.38			08/30/22
						MINERAL SPIRITS				
284				03/23	AP 08/04/22 0000000	NORTHLAND PRODUCTS CO.	355.01			08/30/22
						OIL/LUBRICANTS				
284				03/23	AP 06/29/22 0000000	ARNOLD MOTOR SUPPLY	47.99			08/30/22
						COMPRESSOR OIL				
						ACCOUNT TOTAL	440.38	.00	440.38	
552-6665-436.72-26						OPERATING SUPPLIES / TESTING & LAB				
284				03/23	AP 08/18/22 0000000	NORTH CENTRAL LABORATORIES	56.66			08/30/22
						LAB SUPPLIES				
284				03/23	AP 08/17/22 0000000	NORTH CENTRAL LABORATORIES	228.26			08/30/22

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FUND 552 SEWER RENTAL FUND										
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB						continued				
284				03/23	AP 08/03/22 0000000	MIDLAND SCIENTIFIC, INC.	34.72			08/30/22
LAB SUPPLIES										
LAB SUPPLIES										
ACCOUNT TOTAL							319.64	.00	319.64	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
284				03/23	AP 08/23/22 0000000	MENARDS-CEDAR FALLS	26.84			08/30/22
CAULK										
284				03/23	AP 08/23/22 0000000	MENARDS-CEDAR FALLS	102.30			08/30/22
PLUMBING SUPPLIES										
284				03/23	AP 08/23/22 0000000	O'DONNELL ACE HARDWARE	46.15			08/30/22
PLUMBING SUPPLIES										
284				03/23	AP 08/19/22 0000000	SHERWIN-WILLIAMS COMPANY	46.87			08/30/22
PAINT SUPPLIES										
284				03/23	AP 08/18/22 0000000	O'DONNELL ACE HARDWARE	77.97			08/30/22
FUEL AND TRIMMER										
284				03/23	AP 08/17/22 0000000	O'DONNELL ACE HARDWARE	19.86			08/30/22
NUTS AND BOLTS										
284				03/23	AP 08/15/22 0000000	O'DONNELL ACE HARDWARE	4.50			08/30/22
NUTS AND BOLTS										
284				03/23	AP 08/11/22 0000000	FASTENAL COMPANY	4.57			08/30/22
BOLTS										
284				03/23	AP 08/11/22 0000000	MENARDS-CEDAR FALLS	89.65			08/30/22
CO2 DETECTOR										
284				03/23	AP 08/09/22 0000000	FASTENAL COMPANY	11.33			08/30/22
WASHERS										
284				03/23	AP 08/09/22 0000000	JOHNSTONE SUPPLY OF WATERLOO	28.38			08/30/22
CAPACITOR AND BATTERIES										
ACCOUNT TOTAL							458.42	.00	458.42	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
284				03/23	AP 08/17/22 0000000	GRAINGER PARTS	595.24			08/30/22
LIFT STATION TOOLS										
284				03/23	AP 08/12/22 0000000	CAMPBELL SUPPLY WATERLOO	399.00			08/30/22
TOOLS LIFT STATION										
ACCOUNT TOTAL							994.24	.00	994.24	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
284				03/23	AP 08/16/22 0000000	HACH COMPANY	934.00			08/30/22
UV SENSOR CHECK										
284				03/23	AP 08/11/22 0000000	JIM HUNDLEY HEATING & A/C	395.00			08/30/22
AIR CONDITIONER REPAIR										
284				03/23	AP 08/08/22 0000000	PLUMB TECH INC.	679.60			08/30/22

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FUND 552 SEWER RENTAL FUND										
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued				
TEST BACKFLOWS										
ACCOUNT TOTAL							2,008.60	.00	2,008.60	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
284		03/23 AP		08/19/22	0000000	ARAMARK	28.48		08/30/22	
						RUGS				
284		03/23 AP		08/05/22	0000000	ARAMARK	28.48		08/30/22	
						RUGS				
ACCOUNT TOTAL							56.96	.00	56.96	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
284		03/23 AP		08/18/22	0000000	TESTAMERICA LABORATORIES, INC	412.00		08/30/22	
						LAB TESTS				
284		03/23 AP		07/29/22	0000000	TESTAMERICA LABORATORIES, INC	949.00		08/30/22	
						LAB TESTS				
ACCOUNT TOTAL							1,361.00	.00	1,361.00	
FUND TOTAL							28,115.27	.00	28,115.27	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
253		03/23 AP		08/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70		08/30/22	
						COPY PAPER				
212		03/23 AP		08/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.09		08/30/22	
						ASTRO PAPER, SHARPIES, PENS				
253		03/23 AP		05/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.37		08/30/22	
						POST IT NOTES				
ACCOUNT TOTAL							8.16	.00	8.16	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
293		03/23 AP		08/17/22	0000000	BENTON'S READY MIX CONCRETE,	175.00		08/30/22	
						CONCRETE FOR STORMBOX ON VICTORY				
242		03/23 AP		08/12/22	0000000	BENTON'S READY MIX CONCRETE,	487.50		08/30/22	
						INTAKE RECONSTRUCTION VICTORY AND SUNNYSIDE				
224		03/23 AP		08/02/22	0000000	BENTON'S READY MIX CONCRETE,	262.50		08/30/22	
						CONCRETE FOR SINKHOLE COLLAR ON NORDIC				
242		03/23 AP		08/02/22	0000000	STETSON BUILDING PRODUCTS LLC	127.44		08/30/22	
						EROSION CONTROL				
224		03/23 AP		07/31/22	0000000	BMC AGGREGATES L.C.	420.53		08/30/22	

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FUND 555 STORM WATER UTILITY									
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS						continued			
242				03/23 AP 07/25/22	RIP RAP FOR EROSION CONTROL LEMASTER TILE, RUSTY TILE FOR STORMWATER SUB DRAIN	25.17		08/30/22	
ACCOUNT TOTAL						1,498.14	.00	1,498.14	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
212				03/23 AP 08/01/22	QUESTCDN	390.00		08/30/22	
PROJECT#: 3215-OLIVE ST BOX CULVERT 07/22/22-26 BIDS 023215									
ACCOUNT TOTAL						390.00	.00	390.00	
FUND TOTAL						1,896.30	.00	1,896.30	
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
253				03/23 AP 08/15/22	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42		08/30/22	
ACCOUNT TOTAL						3.42	.00	3.42	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
238				03/23 AP 08/15/22	BERRY DUNN MCNEIL & PARKER, L NEW FINANCE SYSTEM RFP	1,957.50		08/30/22	
238				03/23 AP 07/31/22	IP PATHWAYS, LLC MONTHLY BILLING JULY 2022 DR AS A SERVICE	4,645.08		08/30/22	
ACCOUNT TOTAL						6,602.58	.00	6,602.58	
FUND TOTAL						6,606.00	.00	6,606.00	
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
238				03/23 AP 08/08/22	HOLMES MURPHY & ASSOCIATES LL BENEFITS CONSULTING SERV SEPT 2022	2,333.33		08/30/22	
ACCOUNT TOTAL						2,333.33	.00	2,333.33	
FUND TOTAL						2,333.33	.00	2,333.33	

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FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
224		03/23 AP		08/01/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	130.52		08/30/22	
					LAMP AND ORGANIZER				
224		03/23 AP		08/01/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.80		08/30/22	
					COPY PAPER				
ACCOUNT TOTAL						134.32	.00	134.32	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
293		03/23 AP		08/22/22	0000000 HTP ENERGY	27,422.27		08/30/22	
					DIESEL AT 2200 TECH				
294		03/23 AP		08/10/22	0000000 NORTHLAND PRODUCTS CO.	637.95		08/30/22	
					DIFF FLUID				
294		03/23 AP		08/05/22	0000000 CONSOLIDATED ENERGY COMPANY	722.46		08/30/22	
					GAS AT GREENWOOD CEMETERY				
294		03/23 AP		07/31/22	0000000 AIRGAS USA, LLC	72.63		08/30/22	
					WELDING GAS				
210		03/23 AP		07/25/22	0000000 NORTHLAND PRODUCTS CO.	467.70		08/30/22	
					30 WEIGHT ENGINE OIL				
294		03/23 AP		07/08/22	0000000 NORTHLAND PRODUCTS CO.	3,320.60		08/30/22	
					BULK OIL				
ACCOUNT TOTAL						32,643.61	.00	32,643.61	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
210		03/23 AP		07/28/22	0000000 CAMPBELL SUPPLY WATERLOO	121.14		08/30/22	
					LIFTING STRAPS FOR SHOP				
ACCOUNT TOTAL						121.14	.00	121.14	
685-6698-446.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
210		03/23 AP		07/25/22	0000000 MENARDS-CEDAR FALLS	99.99		08/30/22	
					PARTS SHELF FOR SHOP				
ACCOUNT TOTAL						99.99	.00	99.99	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
238		03/23 AP		08/04/22	0000000 THOMPSON SHOES	175.00		08/30/22	
					SAFETY SHOES-R RICHARDSON P.O. 56744				
ACCOUNT TOTAL						175.00	.00	175.00	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued				
294				03/23	AP 08/18/22 0000000	POLK'S LOCK SERVICE, INC. PD18 SPARE KEYS	16.50			08/30/22
293				03/23	AP 08/17/22 0000000	CONTINENTAL RESEARCH CORP. COIL CLEANER	225.36			08/30/22
293				03/23	AP 08/17/22 0000000	ECHO GROUP, INC.	31.76			08/30/22
293				03/23	AP 08/16/22 0000000	C & C WELDING & SANDBLASTING STOCK STEEL	521.58			08/30/22
294				03/23	AP 08/16/22 0000000	MENARDS-CEDAR FALLS	8.99			08/30/22
294				03/23	AP 08/11/22 0000000	MENARDS-CEDAR FALLS	16.94			08/30/22
294				03/23	AP 08/05/22 0000000	CUSHMAN MOTOR COMPANY	608.70			08/30/22
224				03/23	AP 08/03/22 0000000	MENARDS-CEDAR FALLS AUX HYD VALVE #2117M	29.99			08/30/22
294				03/23	AP 08/03/22 0000000	MENARDS-CEDAR FALLS A/C CHARGE CAN W/GAUGE #288	46.61			08/30/22
						MISC PARTS FOR #2047				
						ACCOUNT TOTAL	1,506.43	.00	1,506.43	
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS										
294				03/23	AP 08/18/22 0000000	PRECISE MRM LLC	1,040.00			08/30/22
210				03/23	AP 07/26/22 0000000	PRECISE MRM LLC AVL CELL CHARGE	1,020.00			08/30/22
						ACCOUNT TOTAL	2,060.00	.00	2,060.00	
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										
293				03/23	AP 08/19/22 0000000	ARAMARK SHOP TOWELS	82.45			08/30/22
						ACCOUNT TOTAL	82.45	.00	82.45	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
294				03/23	AP 08/12/22 0000000	D & D TIRE INC.	145.00			08/30/22
294				03/23	AP 08/11/22 0000000	D & D TIRE INC. #373 LRI DUAL TIRE #241 RIGHT FRONT TIRE	150.00			08/30/22
						ACCOUNT TOTAL	295.00	.00	295.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
294				03/23	AP 08/23/22 0000000	C & C WELDING & SANDBLASTING	117.76			08/30/22

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY						continued				
294				03/23	AP 08/18/22 0000000	AIR BAG MOUNT # 352 MACQUEEN EQUIPMENT #491	750.92			08/30/22
294				03/23	AP 08/17/22 0000000	SUCTION TUBE WAS STUCK ALTEC INDUSTRIES, INC.	1,401.48			08/30/22
294				03/23	AP 08/16/22 0000000	#2187 ANNUAL INSPECTION ALTEC INDUSTRIES, INC.	1,186.88			08/30/22
294				03/23	AP 08/15/22 0000000	#2186 ANNUAL INSPECTION MURPHY TRACTOR & EQUIPMENT CO	17,651.83			08/30/22
294				03/23	AP 08/12/22 0000000	REAR AXLE BEARING WENT BAD #287 D & D TIRE INC.	290.00			08/30/22
293				03/23	AP 08/11/22 0000000	#372 RFI TIRE D & D TIRE INC.	1,560.00			08/30/22
294				03/23	AP 08/11/22 0000000	FD501 STEER TIRES RASMUSSEN CO., THE	300.00			08/30/22
294				03/23	AP 08/09/22 0000000	#490 TOW TO PW CEDAR VALLEY AUTO GLASS INC.	260.00			08/30/22
294				03/23	AP 08/09/22 0000000	802 REAR WINDOW MACQUEEN EQUIPMENT	1,666.51			08/30/22
294				03/23	AP 08/09/22 0000000	WATER PUMP CHECK VALVES REPLACED #492 MACQUEEN EQUIPMENT	3,215.54			08/30/22
294				03/23	AP 08/05/22 0000000	#297 AUX ENGINE RPM CONTR OLS D & D TIRE INC.	660.00			08/30/22
294				03/23	AP 08/05/22 0000000	#383 FRONT AXLE TIRES RASMUSSEN CO., THE	375.00			08/30/22
210				03/23	AP 08/01/22 0000000	#345 TOW TO PW RASMUSSEN CO., THE	156.25			08/30/22
210				03/23	AP 07/28/22 0000000	BACKHOE TOWED TO C AND C #2161 AMERICAN TEST CENTER, INC.	6,525.75			08/30/22
						LIFT INSPECTIONS				
ACCOUNT TOTAL							36,117.92	.00	36,117.92	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
293				03/23	AP 08/09/22 0000000	CUSHMAN MOTOR COMPANY VM00640	46,791.90			08/30/22
242				03/23	AP 07/27/22 0000000	TRACTOR AND CAB #2117M P & K MIDWEST, INC.	8,195.00			08/30/22
242				03/23	AP 07/27/22 0000000	60" MOWER FOR CEMETERY VM00638 P & K MIDWEST, INC.	10,085.00			08/30/22
						AQUATIC CENTER MOWER VM00639				
ACCOUNT TOTAL							65,071.90	.00	65,071.90	
FUND TOTAL							138,307.76	.00	138,307.76	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 686	PAYROLL FUND								
FUND 687	WORKERS COMPENSATION FUND								
FUND 688	LTD INSURANCE FUND								
FUND 689	LIABILITY INSURANCE FUND								
GRAND TOTAL							11,254,925.24	.00	11,254,925.24