

## AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING MONDAY, MAY 16, 2022 7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET

## Call to Order by the Mayor

Roll Call

### **Approval of Minutes**

<u>1.</u> Regular Meeting of May 2, 2022.

### Agenda Revisions

### **Special Presentations**

2. Proclamation recognizing May 15-21, 2022 as National Public Works Week.

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

### **Old Business**

3. Pass Ordinance #3011, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to the use and explosion of consumer fireworks within the city limits, upon its second consideration.

OR

Suspend the rules requiring ordinances to be considered at three separate meetings (requires at least six aye votes), and pass the ordinance 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.)

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

a) Sarah Corkery, Parks & Recreation Commission, term ends 06/30/2025.
b) Leslie Nixon, Parks & Recreation Commission, term ends 06/30/2025.
c) Kelsey Schreibel, Parks & Recreation Commission, term ends 06/30/2025.
d) David Glenn-Burns, MET Transit Board, term ends 06/30/2025.
e) Richard McAlister, Utilities Board of Trustees, term ends 08/31/2028.

5. Receive and file the City Council Work Session minutes of April 26, 2022 relative to the following item:

a) Enverse

a) Fireworks – Joint discussion with Waterloo elected officials.

- 6. Receive and file the City Council Committee of the Whole minutes of May 2, 2022 relative to the following items:
  - a) Storm Water Rate Increases.
  - b) Standing Committee Customary Procedures.
- 7. Approve the following applications for cigarette/tobacco/nicotine/vapor permits: a) Buzz Smoke & Vapor, 2125 College Street Suite A.

b) Cloud 9 Glass & Novelty, 2125 College Street Suite C. c) Fleet Farm, 400 West Ridgeway Avenue. d) Fleet Farm Fuel, 108 West Ridgeway Avenue. e) Hansen's Dairy, 123 East 18th Street. f) Happy's Wine & Spirits, 5925 University Avenue. g) Hy-Vee, 6301 University Avenue. h) Hy-Vee Fast and Fresh, 6527 University Avenue. i) Mini Mart, 1420 West 1st Street. j) Murphy USA, 518 Brandilynn Boulevard. k) Prime Mart, 2728 Center Street. I) Walmart, 525 Brandilynn Boulevard. 8. Approve the following applications for beer permits and liquor licenses: a) Hurling Hatchet, 100 East 2nd Street, Class B beer - renewal. b) Berk's Main Street Pub, 207 Main Street, Class C liquor - renewal. c) Casey's General Store, 5226 University Avenue, Class E liquor - renewal. d) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - renewal. e) Target, 214 Viking Plaza Drive, Class E liquor - renewal. f) River Place Plaza, 200 East 2nd Street - Plaza, Special Class C liquor & outdoor service temporary expansion of outdoor service area. (June 24-26, 2022)

g) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor & outdoor service – temporary expansion of outdoor service area. (May 27,2022)
h) Cedar Basin Music Festival, Sturgis Park, Class B beer & outdoor service - 5 day permit.

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

- 9. Resolution naming Official Depositories for the City of Cedar Falls.
- <u>10.</u> Resolution approving and adopting the City's FY23 Appropriations Resolution.
- <u>11.</u> Resolution approving and authorizing execution of a Lease for vacant city-owned property located at 2517 Cedar Heights Drive.
- 12. Resolution approving and authorizing execution of Amendment Number One to the Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) for an extension of the Voluntary Property Acquisition Program funded through the Hazard Mitigation Grant Program relative to the Northern Cedar Falls Flood Buyout Program.
- <u>13.</u> Resolution approving and adopting the Cedar Falls Bicycle Plan.
- 14. Resolution approving The Cove at Spruce Hills Plat 1 Minor Plat.
- 15. Resolution approving a Planned Residence (RP) Zoning District site plan relative to a proposed multi-residential development in the vicinity of Greenhill Road and Spruce Hills Drive.
- 16. Resolution approving and authorizing execution of a Repair Contract with Tojo Construction Inc. relative to a Community Development Block Grant (CDBG) and CARES Act (CDBG-CV1) Owner-Occupied Repair Project at 700 West Ridgeway Avenue, Lot 435.
- <u>17.</u> Resolution receiving and filing, and approving and accepting the bid of Owen Contracting, Inc., in the amount of \$508,133.06, for the 2022 Alley Reconstruction Project.
- Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the West 27th Street Reconstruction Project.
- <u>19.</u> Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with The Cove at Spruce Hills, LLC relative to a post-construction stormwater management plan for The Cove at Spruce Hills.

- <u>20.</u> Resolution approving and accepting the contract and bond of Aspro, Inc. for the College Hill Parking Lot Improvements Project.
- 21. Resolution approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with AECOM Technical Services, Inc. for acquisition services relative to the North Cedar Heights Area Reconstruction Project - Phases I and II.
- 22. Resolution approving and authorizing execution of twenty-seven Owner Purchase Agreements, and approving and accepting twenty-seven Temporary Construction Easements, in conjunction with the Center Street Corridor Streetscape Project.
- 23. Resolution receiving and filing, and setting June 6, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Center Street Corridor Streetscape Project.
- 24. Resolution setting June 6, 2022 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$3,200,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP), and providing for publication of notice thereof.
- 25. Resolution setting June 6, 2022 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$600,000 General Obligation Capital Loan Notes for general corporate purposes (GCP-1), and providing for publication of notice thereof.
- 26. Resolution setting June 6, 2022 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$700,000 General Obligation Capital Loan Notes for general corporate purposes (GCP-2), and providing for publication of notice thereof.

### Ordinances

27. Pass an ordinance amending Chapter 24, Utilities, of the Code of Ordinances, relative to storm water rates, upon its first consideration.

### **Allow Bills and Claims**

28. Allow Bills and Claims for May 16, 2022.

### **City Council Referrals**

### **City Council Updates**

### Staff Updates

### **Executive Session**

29. Executive Session for the annual discussion of the City Administrator's performance pursuant to Iowa Code Section 21.5(1)(i) and City Code Section 2-217.

### Adjournment

## CITY HALL CEDAR FALLS, IOWA, MAY 2, 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, Ganfield, Sires, Dunn. Absent: Harding.

- 53791 It was moved by Kruse and seconded by Ganfield that the minutes of the Regular Meeting of April 18, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- 53792 Mayor Green read the following proclamations:

Proclamation recognizing May 1-7, 2022 as National Travel and Tourism Week. Tourism and Cultural Programs Manager Jennifer Pickar commented.

Proclamation recognizing May 1-7, 2022 as Professional Municipal Clerks Week. City Clerk Jacque Danielsen accepted.

Proclamation recognizing May 5, 2022 as National Astronaut Day.

Proclamation recognizing May 14, 2022 as World Migratory Bird Day. North Cedar Neighborhood Association Representative Lorene Wellnitz commented.

Proclamation recognizing May 15-21, 2022 as National Police Week and May 15, 2022 as Peace Officers Memorial Day. Acting Police Chief Howard commented on the Black Hawk County Peace Officers Memorial Service being Held on May 17, 2022.

Proclamation recognizing May 2022 as Neurofibromatosis Awareness Month and May 17, 2022 as World Neurofibromatosis Awareness Day.

Proclamation recognizing May 2022 as National Bike Month, May 16-22, 2022 as Bike to Work Week, and May 18, 2022 as Ride of Silence Day in Cedar Falls. Bicycle and Pedestrian Advisory Committee Chair Andrew Shroll commented on upcoming events.

Proclamation recognizing May 2022 as Historic Preservation Month. Rosemary Beach commented.

- 53793 Rosemary Beach, 5018 Sage Road, commented on the importance of Historic Preservation and requested the UNI Seerley House be saved and turned into a Visitors Center.
- 53794 Mayor Green announced that in accordance with the public notice of April 22, 2022, this was the time and place for a public hearing on a proposed Public Record Requests Policy. It was then moved by Dunn and seconded by deBuhr

that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 53795 The Mayor then asked if there were any written communications filed to the proposed policy. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Clerk Danielsen provided a brief summary of the proposed policy. There being no one else present wishing to speak about the proposed policy, the Mayor declared the hearing closed and passed to the next order of business.
- 53796 It was moved by Kruse and seconded by Dunn that Resolution #22,751, approving and adopting Administrative Policy No. 5 relative to the City's Public Record Requests Policy, be adopted. Following questions by Councilmembers Sires and deBuhr, and responses by City Clerk Danielsen and City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Ganfield. Nay: Sires. Motion Carried. The Mayor then declared Resolution #22,751 duly passed and adopted.
- 53797 Mayor Green announced that in accordance with the public notice of April 20, 2022, this was the time and place for a public hearing on proposed amendments to the City's FY2022 Budget. It was then moved by Kruse and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53798 The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Controller/City Treasurer Roeding provided a brief summary of the proposed amendments. There being no one else present wishing to speak about the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 53799 It was moved by Kruse and seconded by deBuhr that Resolution #22,752, approving and adopting amendments to the City's FY2022 Budget, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Ganfield, Sires. Nay: None. Motion Carried. The Mayor then declared Resolution #22,752 duly passed and adopted.
- 53800 Mayor Green announced that in accordance with the public notice of April 22, 2022, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 Alley Reconstruction Project. It was then moved by Kruse and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53801 The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications

on file, the Mayor then called for oral comments. City Engineer Wicke provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.

- 53802 It was moved by Ganfield and seconded by Kruse that Resolution #22,753, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 Alley Reconstruction Project, be adopted. Following questions and comments by Councilmembers Sires, Kruse, Schultz, Dunn and Ganfield, and responses by City Engineer Wicke, Mayor Green and Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Ganfield. Nay: Sires. Motion Carried. The Mayor then declared Resolution #22,753 duly passed and adopted.
- 53803 Mayor Green announced that in accordance with the public notice of April 22, 2022, this was the time and place for a public hearing on a proposal to undertake a public improvement project for the North Cedar Heights Area Reconstruction Project Phase I, and to authorize acquisition of private property for said project. It was then moved by Kruse and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53804 The Mayor then asked if there were any written communications filed to the proposed public improvement and acquisitions. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a brief summary of the proposed public improvement and acquisitions. There being no one else present wishing to speak about the proposed public improvement and acquisitions, the Mayor declared the hearing closed and passed to the next order of business.
- 53805 It was moved by Kruse and seconded by deBuhr that Resolution #22,754, approving a public improvement project for the North Cedar Heights Area Reconstruction Project Phase I, and authorizing acquisition of private property for said project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Ganfield, Sires. Nay: None. Motion Carried. The Mayor then declared Resolution #22,754 duly passed and adopted.
- 53806 It was moved by Kruse and seconded by Dunn that Ordinance #3010, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking for the College Hill Farmers Market, 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, Ganfield, Sires. Nay: None. Motion carried. The Mayor then declared Ordinance #3010 duly passed and adopted.

53807 - It was moved by Kruse and seconded by Dunn that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Committee of the Whole minutes of April 18, 2022 relative to the following items:

a) Human Rights Commission Annual Report.

- b) Bicycle Plan Update.
- c) Public Safety Model Study Funding Sources.

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

a) Engineering Technician II.

b) Land Surveyor.

Receive and file Departmental Monthly Reports of March 2022.

Receive and file the Bi-Annual Report of College Hill Partnership relative to FY22 Self-Supported Municipal Improvement District (SSMID) funds and an FY22 Economic Development Grant.

Receive and file the Bi-Annual Report of Community Main Street relative to FY22 Self-Supported Municipal Improvement District (SSMID) funds and an FY22 Economic Development Grant.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits: a) Casey's, 2425 Center Street.

b) Casey's, 5226 University Avenue.

c) Casey's, 5908 Nordic Drive.

d) Casey's, 601 Main Street.

e) Casey's, 1225 Fountains Way.

f) Five Corner Liquor & Wine, 809 E 18th Street.

g) Hill Street News & Tobacco, 2217 College Street.

- h) Prime Mart 4, 2323 Main Street.
- i) The Landmark, 107 Main Street.

j) Thunder Ridge Ampride, 2425 Whitetail Drive.

k) Up In Smoke, 2218 College Street.

Approve the following applications for beer permits and liquor licenses:

a) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer - renewal.

b) Double Tap, 312 Main Street, Class C liquor - renewal.

c) Voodoo Lounge, 401 Main Street, Class C liquor - renewal.

d) Casey's General Store, 2425 Center Street, Class E liquor - renewal.

e) Walgreens, 2509 Whitetail Drive, Class E liquor - renewal.

f) Casey's General Store, 2425 Center Street, Class E liquor – change in ownership.

g) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street including adjacent sidewalks, Class B beer & outdoor service – seven 5 day permits (May 31-June 4, June 7-11, June 14-18, July 5-9, July 12-16, July 19-23, and July 26-30).

h) Dior's Slushee & Bar LLC, 2211 College Street, Class C liquor – new.

Motion carried unanimously.

53808 - It was moved by Kruse and seconded by Dunn that the following resolutions be introduced and adopted:

Resolution #22,755, approving and adopting amendments to Administrative Policy No. 7 relative to standing committees.

Resolution #22,756, approving and accepting the permanent transfer of \$2,700,000.00 from the Municipal Electric Utility to the General Fund of the City of Cedar Falls, and \$30,000.00 from the Municipal Communications Utility to the Economic Development Fund of the City of Cedar Falls.

Resolution #22,757, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1404 Clay Street.

Resolution #22,758, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 603 Fireside Drive.

Resolution #22,759, levying a final assessment for costs incurred by the City to cleanup/remove debris from the property located at 2012 State Street.

Resolution #22,760, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1022 West 22nd Street.

Resolution #22,761, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1612 West 1st Street.

Resolution #22,762, approving and authorizing execution of a Lease relative to properties vacated by flood buyout programs.

Resolution #22,763, approving and authorizing execution of an amended Service/Product Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for project delivery relative to Community Development Block Grant (CDBG-CV2) funding from the CARES Act.

Resolution #22,764, approving and authorizing execution of an Amendment and Restated Developmental Procedures Agreement with Craig Industries, Inc., relative to property located in the vicinity of Independence Street and Lincoln Street.

Resolution #22,765, approving and authorizing the expenditure of funds for the purchase of playground equipment for Bess Streeter Aldrich Park.

Resolution #22,766, approving and authorizing execution of a contract with Quality Striping, Inc. relative to 2022 pavement marking services.

Resolution #22,767, receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$7,584,450.61, for the West 27th Street Reconstruction Project.

Resolution #22,768, approving and authorizing execution of one Owner Purchase Agreement, and approving and accepting one Public Utility Easement, in conjunction with the 2022 Alley Reconstruction Project.

Resolution #22,769, approving and authorizing execution of a Surface Transportation Block Grant (STBG) Programming Agreement with the Black Hawk County Metropolitan Planning Organization (MPO) relative to the Union Road Reconstruction Project.

Resolution #22,770, approving and authorizing execution of an Agreement for Traffic Safety Improvement Program (TSIP) Funding with the Iowa Department of Transportation (IDOT) relative to the Main Street Reconstruction Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Ganfield, Sires. Nay: None. Motion carried. The Mayor then declared Resolutions #22,755 through #22,770 duly passed and adopted.

- 53809 It was moved by deBuhr and seconded by Kruse that Resolution #22,771, approving and authorizing Amendment to Loan and Disbursement Agreement by and between the City of Cedar Falls and the Iowa Finance Authority, and authorizing and providing for the reissuance of the \$4,720,000 Sewer Revenue Capital Loan Note, Series 2022 (2011 Rate Reset), be adopted. Following questions by Councilmember Sires, and responses by Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Ganfield, Sires. Nay: None. Motion Carried. The Mayor then declared Resolution #22,771 duly passed and adopted.
- 53810 -It was moved by Dunn and seconded by Ganfield that Ordinance #3011. amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to the use and explosion of consumer fireworks within the city limits, be passed upon its first consideration. City Attorney Rogers provided a brief summary of the proposed ordinance and responded to questions by Mayor Green and Councilmember Ganfield. Following opposing comments by Tim Houts, 2128 Pleasant Drive and Roger White, 2303 Greenwood Avenue, and supportive comments by Rick Sharp, 1623 Birch Street, questions and comments by Councilmembers deBuhr, Dunn, Kruse, Schultz and Ganfield, and responses by Mayor Green, Acting Police Chief Howard, City Attorney Rogers, Acting Public Safety Director Berte, and Community Development Director Sheetz, it was moved by Kruse and seconded by deBuhr to amend the motion to limit the use of fireworks to July 4<sup>th</sup> only. Following questions and comments by Councilmembers Dunn, deBuhr, Ganfield, Kruse and Schultz, and Rick Sharp, and responses by Howard, Berte and Mayor Green, the motion failed 2-4, with Dunn, Schultz, Ganfield and Sires voting Nay. Following guestions and comments by

Councilmember Kruse and responses by Rogers, it was moved by Kruse and seconded by Schultz to amend the motion to end fireworks at 10 PM all three nights. Following comments by Ganfield and Sires, the motion failed 2-4, with Dunn, Schultz, Ganfield and Sires voting Nay. The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, Kruse, Ganfield, Sires. Nay: deBuhr. Motion carried.

- 53811 It was moved by Kruse and seconded by Dunn that the bills and claims of May 2, 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, Ganfield, Sires. Nay: None. Motion carried.
- 53812 Councilmember Sires announced the North Cedar Food Bank being open May 3<sup>rd</sup> from noon to 2 pm, and Mayor Green responded to his request for clarification on "No Mow May."

Councilmember deBuhr announced that due to weather conditions, the half-price yard waste collection has been extended thru May.

Community Development Director Sheetz responded to a question by Councilmember Kruse regarding referral status of remote parking and P&Z review.

- 53813 Mayor Green expressed appreciation to staff and citizens for a very successful City-wide cleanup. He also congratulated Dylan Scharnau on being sworn-in as a new Public Safety Officer.
- 53814 It was moved by Kruse and seconded by Dunn that the meeting be adjourned at 9:20 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



Item 2.

## NATIONAL PUBLIC WORKS WEEK

MAY 15-21, 2022

**WHEREAS,** public works services provided in our community are an integral part of our citizens' everyday lives; and

**WHEREAS,** the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

**WHEREAS,** the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS,** the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

**WHEREAS,** the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

**NOW, THEREFORE,** I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim the week of May 15-21, 2022 as **National Public Works Week** in the City of Cedar Falls and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.



Signed this 9th day of May, 2022.

Mayor Robert M. Green

Prepared by Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613

(319) 243-2713

## **ORDINANCE NO. 3011**

AN ORDINANCE AMENDING SECTION 16-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, BY REPEALING SAID SECTION IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW SECTION 16-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 16-24, Fireworks, of Article I, Generally, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Section 16-24, Fireworks, is enacted in lieu thereof, as follows:

### Sec. 16-24. – Fireworks.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Consumer fireworks* means first-class consumer fireworks and second-class consumer fireworks as those terms are defined in this subsection.

*Display fireworks* means any explosive composition, or combination of explosive substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, and includes fireworks containing any explosive or flammable compound, or other device containing any explosive substance. The term "display fireworks" does not include novelties or consumer fireworks enumerated in chapter 3 of the American Pyrotechnics Association (APA) standard 87-1.

*First-class consumer fireworks* means the following consumer fireworks, as described in APA standard 87-1, chapter 3:

- (1) Aerial shell kits and reloadable tubes.
- (2) Chasers.
- (3) Helicopter and aerial spinners.
- (4) Firecrackers.
- (5) Mine and shell devices.
- (6) Missile-type rockets.
- (7) Roman candles.

- (8) Sky rockets and bottle rockets.
- (9) Multiple tube devices set forth under this definition that are manufactured in accordance with APA standard 87-1, section 3.5.

*Novelties* means all novelties, enumerated in chapter 3 of the APA standard 87-1, and that comply with the labeling regulations promulgated by the United States consumer product safety commission. The term "novelties" includes party poppers, snappers, toy smoke devices, snakes and glow worms, and wire sparklers as defined in APA standard 87-1, section 3.2.

*Second-class consumer fireworks* means the following consumer fireworks, as described in APA standard 87-1, chapter 3:

- (1) Cone fountains.
- (2) Cylindrical fountains.
- (3) Flitter sparklers.
- (4) Ground and handheld sparkling devices, including multiple tube ground and handheld sparkling devices that are manufactured in accordance with APA standard 87-1, section 3.5.
- (5) Ground spinners.
- (6) Illuminating torches.
- (7) Toy smoke devices that are not classified as novelties pursuant to APA standard 87-1, section 3.2.
- (8) Wheels.
- (9) Wire or dipped sparklers that are not classified as novelties pursuant to APA standard 87-1, section 3.2.
- (b) *Prohibitions and use.*

(1) It shall be unlawful for any person to use or explode any consumer fireworks within the corporate limits of the City of Cedar Falls except on July 3, 4, and 5 of each year between the hours of twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M. on July 4 and between the hours of twelve o'clock (12:00) noon and ten o'clock (10:00) P.M. on July 3 and July 5. This section shall not apply to novelties.

(2) The use of consumer fireworks that mimic display fireworks or rise to one hundred fifty (150) decibels or to two hundred ten feet (210') elevation is banned from use at all times within the corporate limits of the City of Cedar Falls unless the user has obtained a permit as provided in subsection 16-24(e).

(3) Consistent with the Code of Iowa, use of fireworks within the corporate limits of the City of Cedar Falls, when such occurs on July 3, 4, and 5, shall only occur on the user's owned real property. Use of fireworks, unless a permit has been obtained, is not allowed on city owned property, public sidewalks, rights of way, streets, parks, or parking lots. Use is not allowed on real property if that real property is not owned by the user of fireworks unless the owner has given consent prior to use.

(4) It is prohibited to direct the use of consumer fireworks in any direction other than onto the user's owned real property or the real property where the owner has given prior consent.

(5) All consumer firework debris shall be removed from the user's real property or wherever such use has resulted in its debris being located.

- (c) Exceptions. This section shall not apply to the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization. This section shall not apply to any substance or composition prepared and sold for medicinal or fumigation purposes. This section shall not apply to a person using or exploding fireworks under a valid permit as provided in subsection 16-24(e).
- (d) Enforcement.

(1) Citations for violation of this section 16-24 shall be directed to the person observed/found to have violated this section or the owner of real property on which the evidence exists of violation of this section. Furthermore, where evidence of violation of Noise or Nuisance ordinances exists, such citations may also be written.

(2) The vendors of fireworks shall be monitored during sales periods as to type of consumer fireworks sold and for compliance with subsection 16-24(f).

(e) *Display fireworks.* The council may, upon application in writing, grant a permit for the use and explosion of display fireworks within the city limits by municipalities, fair associations, amusement parks, and other organizations or groups of individuals when the use and explosion of such display fireworks will be handled by a competent operator, and proof of liability insurance is shown. (See also section 9-20.)

(f) Sales. A seller of consumer fireworks must possess a license from the State Fire Marshal. Any retailer or community group selling consumer fireworks must prominently display, at the entrance and exit sites, signs informing customers that the use of consumer fireworks is prohibited within the corporate limits of the City of Cedar Falls except on the dates and times authorized by this section.

(g) Violation; Appeal. Violation of this section or interference with enforcement of any of the provisions of this section shall be guilty of a municipal infraction punishable by a civil penalty in the minimum amount of \$375.00 for the first offense. Second and subsequent offenses shall be punishable as provided in subsection 1(9)(a).

INTRODUCED:	May 2, 2022	
PASSED 1 <sup>ST</sup> CONSIDERATION:	May 2, 2022	
PASSED 2 <sup>ND</sup> CONSIDERATION:		_
PASSED 3 <sup>RD</sup> CONSIDERATION:		_
ADOPTED:		_

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

Prepared by Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613

(319) 243-2713

## ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 16-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, BY REPEALING SAID SECTION IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW SECTION 16-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 16-24, Fireworks, of Article I, Generally, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Section 16-24, Fireworks, is enacted in lieu thereof, as follows:

### Sec. 16-24. – Fireworks.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Consumer fireworks* means first-class consumer fireworks and second-class consumer fireworks as those terms are defined in this subsection.

*Display fireworks* means any explosive composition, or combination of explosive substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, and includes fireworks containing any explosive or flammable compound, or other device containing any explosive substance. The term "display fireworks" does not include novelties or consumer fireworks enumerated in chapter 3 of the American Pyrotechnics Association (APA) standard 87-1.

*First-class consumer fireworks* means the following consumer fireworks, as described in APA standard 87-1, chapter 3:

- (1) Aerial shell kits and reloadable tubes.
- (2) Chasers.
- (3) Helicopter and aerial spinners.
- (4) Firecrackers.
- (5) Mine and shell devices.
- (6) Missile-type rockets.
- (7) Roman candles.

- (8) Sky rockets and bottle rockets.
- (9) Multiple tube devices set forth under this definition that are manufactured in accordance with APA standard 87-1, section 3.5.

*Novelties* means all novelties, enumerated in chapter 3 of the APA standard 87-1, and that comply with the labeling regulations promulgated by the United States consumer product safety commission. The term "novelties" includes party poppers, snappers, toy smoke devices, snakes and glow worms, and wire sparklers as defined in APA standard 87-1, section 3.2.

*Second-class consumer fireworks* means the following consumer fireworks, as described in APA standard 87-1, chapter 3:

- (1) Cone fountains.
- (2) Cylindrical fountains.
- (3) Flitter sparklers.
- (4) Ground and handheld sparkling devices, including multiple tube ground and handheld sparkling devices that are manufactured in accordance with APA standard 87-1, section 3.5.
- (5) Ground spinners.
- (6) Illuminating torches.
- (7) Toy smoke devices that are not classified as novelties pursuant to APA standard 87-1, section 3.2.
- (8) Wheels.
- (9) Wire or dipped sparklers that are not classified as novelties pursuant to APA standard 87-1, section 3.2.
- (b) Prohibitions and use. It shall be unlawful for any person to use or explode consumer fireworks within the city limits. It shall be unlawful for any person to use or explode display fireworks within the city limits, unless a permit is properly obtained as set forth in subsection (d) of this section.

(1) It shall be unlawful for any person to use or explode any consumer fireworks within the corporate limits of the City of Cedar Falls except on July 3, 4, and 5 of each year between the hours of twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M. on July 4 and between the hours of twelve o'clock (12:00) noon and ten o'clock (10:00) P.M. on July 3 and July 5. This section shall not apply to novelties.

(2) The use of consumer fireworks that mimic display fireworks or rise to one hundred fifty (150) decibels or to two hundred ten feet (210') elevation is banned from use at all times within the corporate limits of the City of Cedar Falls unless the user has obtained a permit as provided in subsection 16-24(e).

(3) Consistent with the Code of Iowa, use of fireworks within the corporate limits of the City of Cedar Falls, when such occurs on July 3, 4, and 5, shall only occur on the user's owned real property. Use of fireworks, unless a permit has been obtained, is not allowed on city owned property, public sidewalks, rights of way, streets, parks, or parking lots. Use is not allowed on real property if that real property is not owned by the user of fireworks unless the owner has given consent prior to use.

(4) It is prohibited to direct the use of consumer fireworks in any direction other than onto the user's owned real property or the real property where the owner has given prior consent.

(5) All consumer firework debris shall be removed from the user's real property or wherever such use has resulted in its debris being located.

(c) Exceptions. This section shall not apply to the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization. Nor shall <u>T</u>this section <u>shall not</u> apply to any substance or composition prepared and sold for medicinal or fumigation purposes. <u>This section shall not apply to a person using or exploding fireworks</u> <u>under a valid permit as provided in subsection 16-24(e)</u>.

(d) Enforcement.

(1) Citations for violation of this section 16-24 shall be directed to the person observed/found to have violated this section or the owner of real property on which the evidence exists of violation of this section. Furthermore, where evidence of violation of Noise or Nuisance ordinances exists, such citations may also be written.

(2) The vendors of fireworks shall be monitored during sales periods as to type of consumer fireworks sold and for compliance with subsection 16-24(f).

(ed) Display fireworks. The council may, upon application in writing, grant a permit for the use and explosion of display fireworks within the city limits by municipalities, fair associations, amusement parks, and other organizations or groups of individuals when the use and explosion of such display fireworks will be handled by a competent operator, and proof of liability insurance is shown. (See also section 9-20.)

(f) Sales. A seller of consumer fireworks must possess a license from the State Fire Marshal. Any retailer or community group selling consumer fireworks must prominently display, at the entrance and exit sites, signs informing customers that the use of consumer fireworks is prohibited within the corporate limits of the City of Cedar Falls except on the dates and times authorized by this section.

(ge) Violation; Appeal. Violation of this section or interference with enforcement of any of the provisions of this section shall be guilty of a municipal infraction punishable by a civil penalty in the minimum amount of \$375.00 for the first offense. Second and subsequent offenses shall be punishable as provided in subsection 1(9)(a)is a simple misdemeanor punishable by a fine of not less than \$250.00.

(Code 2017, § 19-24; Ord. No. 2555, § 12, 10-24-2005)

	May 2, 2022	
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PASSED 1 <sup>ST</sup> CONSIDERATION:	May 2, 2022	
	· ·	
PASSED 2 <sup>ND</sup> CONSIDERATION:		

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

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



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

Condoar

FROM: Mayor Robert M. Green
TO: City Council
DATE: May 9, 2022
SUBJECT: Parks and Recreation Commission Re-appointments
REF: (a) Code of Ordinances, City of Cedar Falls §17-166

- 1. In accordance with the candidacy and qualification requirements of reference (a), I hereby reappoint the following members to the Parks and Recreation Commission for three-year terms:
  - Ms. Sarah Corkery term ends 6/30/2025
     Ms. Leslie Nixon term ends 6/30/2025
  - Ms. Kelsey Schreibel term ends 6/30/2025
- 2. Each of these members has maintained satisfactory attendance and has been an active participant in the deliberations of the commission. In accordance with council custom, no interviews will be scheduled for these reappointments. Please contact me with any questions or concerns you may have.
- Xc: City Administrator Director, Community Development Recreation and Community Programs Manager

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

FROM: Mayor Robert M. Green
TO: City Council
DATE: May 9, 2022
SUBJECT: Re-Appointment to Metropolitan Transit Authority Board of Trustees

- **REF:** (a) By-Laws of the Metropolitan Transit Authority of Black Hawk County (June 2017)
- 1. In accordance with the candidacy and qualification requirements of reference (a), I hereby reappoint Mr. David Glenn-Burns to the Metropolitan Transit Authority Board of Trustees for a three-year term ending on 6/30/2025.
- 2. Mr. Glenn-Burns has had satisfactory attendance at the MET Transit monthly meetings, and has been an active participant in discussions. Please contact me with any additional questions about this board member or his reappointment.
- Xc: City Administrator Director, Community Development

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

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FROM: Mayor Robert M. Green
TO: City Council
DATE: May 9, 2022
SUBJECT: Re-Appointment to Cedar Falls Utilities Board of Trustees
REF: (a) Code of Ordinances, City of Cedar Falls §2-448: Utilities Board of Trustees

- 1. In accordance with reference (a), I hereby re-appoint Mr. Richard McAlister to the Cedar Falls Utilities Board of Trustees for a six-year term beginning on September 1, 2022 and ending on August 31, 2028.
- 2. Typically re-appointments for boards and commissions do not occur so far in advance, but in the case of the Utilities Board, the CFU General Manager has requested this action so that the member may attend important trainings during the summer months.
- 3. In considering re-appointment, I note that Mr. McAlister's attendance has been satisfactory, and he has been an active and informed member of the board.
- 4. Please contact me with any additional questions you have about this re-appointment.
- Xc: City Administrator CFU General Manager

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## **CITY COUNCIL WORK SESSION**

Upper Iowa University – 3563 University Avenue, Waterloo April 26, 2022

The Cedar Falls City Council held a joint work session with the City of Waterloo at Upper Iowa University at 6:00 p.m. on April 26, 2022, with the following persons in attendance: Cedar Falls Mayor Rob Green, Cedar Falls Councilmembers, Gil Schultz, Daryl Kruse, Simon Harding, Dustin Ganfield, Dave Sires, and Kelly Dunn. Waterloo Mayor Quentin Hart, Waterloo City Councilmembers, Rob Nichols, Dave Boesen, John Chiles, Jonathan Grieder, Nia Wilder, Jerome Amos, and Ray Feuss. Absent: Susan deBuhr. Staff members from all City Departments and members of the community attended the meeting.

Mayor Green introduced the only item on the agenda, Fireworks – Joint discussion with Waterloo elected officials. Mayor Green and Mayor Hart gave opening statements. City Clerk Felchle called roll for Waterloo Councilmembers, all members present. City Clerk Felchle asked for a motion to approve the Waterloo City Council agenda, motioned and seconded.

Mayor Green gave an overview of the materials in the packet that included: Fireworks codes from the State of Iowa Code of Ordinances, Cedar Falls Code of Ordinances and Waterloo Code of Ordinances. Mayor Hart gave a brief overview of the Waterloo fireworks code that included the usage on July 3, 4, and 5 of each year between the hours of noon and 11:00 p.m. on July 4 and between noon and 10:00 p.m. on July 3 and July 5; permits can be obtained for specific events. Mayor Hart stated the Waterloo fine is \$375.00; retailers must display signs informing customers the use of consumer fireworks. Mayor Hart stated citations for violations shall be directed to the person observed/found to have violated or the owner of personal real property on which the evidence exists, where evidence of violation of the Noise Control Ordinance or Nuisance Property exists, such citations shall be written. Mayor Green gave a brief overview of the Cedar Falls fireworks code that included the prohibitions, it shall be unlawful for any person to use or explode consumer fireworks within the city limits unless a permit is properly obtained, and the violation is \$250.00. Mayor Green stated the State of Iowa code says; a person shall not use or explode consumer fireworks on days other than June 1 – July 8 and December 10 – January 3 of each year, between the hours of 9:00 a.m. - 10:00 p.m., with the exemptions of 9:00 a.m. and 11:00 p.m. on July 4 and the Saturdays and Sundays immediately preceding and following July 4. Major Leibold stated beginning in June Waterloo begins to make contact with businesses, ensure signs are posted, and handout flyers to be included with customer purchases. In July overtime funds are used to increase officers. Major Leibold stated in past years, 2-3 tickets were issued, but in 2021 around 30 tickets were issued (in the three day timeframe), calls for services have significantly been reduced after implementation of the July 3, 4, and 5 changes to the ordinance (585 calls to 280 calls in 2021).

Councilmembers from Waterloo and Cedar Falls discussed the following items: limiting sales within the City of Waterloo; State of Iowa now allows sales in all commercial and industrial areas; location of fireworks being ignited, most citizens are not knowledgeable of the ban in Cedar Falls; Waterloo is educating the community with flyers that include timeframes/days fireworks can be ignited, social media (veterinarians post ideas on social media on ways to minimize pets stress), and neighborhood clean-up; concerns with debris, officer giving citation asks that citizen clean-up debris, debris can also be enforced by a code enforcement officer; education of landlords is important; concerns with debris on roofs and in yards and option of having a neighborhood clean-up; joint flyer between Waterloo and Cedar Falls outlining communities; information on back of flyer; discussion of concerns with fireworks smog; concerns with citizens with PTSD and animals, if citizens are aware of the days of usage, citizens can prepare; concerns with illegal fireworks being sold, vendors are monitored during sales periods as to type of consumer fireworks sold and to posting the mandated "Prohibitions on Use". Are there any restrictions on how many fireworks you can buy; no. Waterloo has zero tolerance and does cite fines. What is the class of the fine; simple misdemeanor. Concerns with fining the property owner/landlord and not the tenant; can address fireworks within the lease. Question was asked if video is admissible of someone igniting fireworks; yes it can be used as evidence. Cedar Falls should discuss having extra enforcement outside the allowed timeframe. There was discussion of increasing the Cedar Falls ordinance fine to \$375.00.

Acting Public Safety Director Craig Berte is in favor of Waterloo's three day timeline; the ban has not worked for Cedar Falls; Cedar Falls average calls for service are 140 per year. Acting Public Safety Director Berte suggested temporary signs to educate citizens and Councilmembers should discuss fines. Mayor Hart would like to see consistency between Waterloo and Cedar Falls, there's confusion with citizens and not aware Cedar Falls has a ban and Waterloo has a three day window and timeframe. Safety/injures were discussed with Councilmembers and the Waterloo and Cedar Falls Fire Chiefs.

Mayor Green asked for a consensus to direct the City of Cedar Falls attorney to draft a fireworks ordinance similar to Waterloo that includes July 3, 4, and 5 with the same timeframe. Cedar Falls City Councilmembers gave consensus to draft a revised fireworks ordinance. Councilmember Ganfield asked for City of Cedar Falls attorney to review the landlord/property owner language of the ordinance.

Waterloo and Cedar Falls agreed to a shared flyer to distribute to vendors; maybe include a QR code and list outlining communities' information on back.

There being no further discussion, Mayor Green adjourned the meeting at 7:22 p.m.

Minutes by Kim Kerr, Administrative Supervisor

### **COMMITTEE OF THE WHOLE**

Community Center May 2, 2022

The Committee of the Whole met at the Community Center at 6:10 p.m. on May 2, 2022, with the following Committee persons in attendance: Mayor Robert Green and Councilmembers Susan deBuhr, Kelly Dunn, Dustin Ganfield, Daryl Kruse, Gil Schultz and Dave Sires. Absent: Simon Harding. Staff members from all City Departments and members of the community attended in person.

Mayor Green called the meeting to order and introduced the first item on the agenda, Storm Water Rate Increases and introduced Finance & Business Operations Director Jennifer Rodenbeck and Public Works Director Chase Schrage. Ms. Rodenbeck stated stormwater rates are being reviewed and the purpose of the study is to review current projects on the CIP. project increases in operating costs, and determine necessary revenue streams. She provided a brief summary of current projects and funding. Mr. Schrage provided a brief overview of current projects in CIP including: bridges and culverts; slope repairs; drainage studies to plan for future road construction; general erosion; permeable alleys; and major roadway projects. He gave a recap of stormwater regulations and the City's current lowa DNR permit (MS4) including DNR and EPA audits. Ms. Rodenbeck gave an overview of operating costs including: employee salaries and benefits; maintenance items; additional studies and future projects. She gave a brief history of the stormwater funding and fees; the fee needs to be self-supporting and provided the current rate structures for resident and commercial/industrial. She stated the rate proposal is a 7% increase each year for the next 5 years and provided a projection of increased rates: the proposal is to ensure adequate cash coverage for currently funded CIP projects while maintaining a residential rate below statewide average. Ms. Rodenbeck requested a motion to proceed with drafting a stormwater rate increase ordinance implementing 7% rate increase each year over the next five years. Mayor Green opened for council discussion. Council discussed: the rate increase applying to both residential and commercial/industrial properties; the use of stormwater funds; which cities current rates were compared to; the cost of, goals for, and determination of which permeable alleys are studied and constructed; the cost between concrete and permeable alleys; the maintenance of permeable alleys; potential of abandoning certain alleys and returning to property owners, current permanent easements for utilities would still exist; and how extensive previous studies have been, do they include all retention ponds. Mayor Green stated he would entertain a motion to proceed with drafting the stormwater rate ordinance with a 7% increase each year for the next 5 years; Councilmember Dunn so moved; Councilmember deBuhr seconded. Mayor Green asked for public comment; none. Mayor Green asked for additional council discussion; none. Aye: Councilmembers Schultz, Kruse, deBuhr, Ganfield, and Dunn; Nay: Councilmember Sires.

Mayor Green moved to the second item on the agenda, Standing Committee Customary Procedures. Mayor Green gave an introduction and overview of the Committee of the Whole and Standing Committees; they would be held in Chambers, be public, televised, and with the option for public input. He stated Work Sessions would be held in a conference room, and be public with an audio recording but no public input. Mayor Green gave an overview of topics, most of which will be heard by a Standing Committee. Mayor Green opened for council discussion. Council discussed the difference between formal and informal procedure; which committee(s) certain entities and topics fall under; when Committee of the Whole and Work Sessions would be appropriate; when to take formal roll call; responsibility of taking meeting minutes; and televising versus audio recording Standing Committee meetings. Council consensus was: audio-record Work Session meetings and continue with no public input; televise Committee meetings and allow public input as appropriate. Mayor Green stated if approved in Council meeting tonight, would be implemented May 16, 2022.

Meeting adjourned at 6:51 p.m.

Minutes by Katie Terhune, Administrative Assistant



## Iowa Retail Permit Application

REVENUE	
I	tax.iowa.gov
Instructions	on the reverse side $1 \circ 1 - 1 > 0 > 2 = 10 \circ 10$
I/we apply for a retail permit to sell cigarettes, to	bacco, alternative nicotine, or vapor products:
Business Information:	
Trade name/Doing business as: <u>Buzz Sr</u>	NOKE & VAPOR
Physical location address: 2125 CouleGE ST-	SUITE A City: CEDAR FALLS ZIP: 50613
Mailing address: 2125 College St. Suite A	City: Cedar Falls State: 1A ZIP: 50613
Business phone number: $3/9 - 260 - 22.47$	
Legal Ownership Information:	-
Type of Ownership: Sole Proprietor D Par	tnership 🗆 Corporation 🖾 LLC 🗖 LLP 🗖
Name of sole proprietor, partnership, corporatio	on, LLC, or LLP DAFFODILS, INC.
Mailing address: 2125 College St. Suite A	City: Codar Falls State: 1A ZIP: 50613
Phone number: $3/9 - 260 - 224/7$ Fax number	er: Email: Byzz VAPESHOP @G7MAIL
Retail Information:	
Types of Sales: Over-the-counter 🛛 Ven	ding machine 🗆
Do you make delivery sales of alternative nicot	ine or vapor products? (See Instructions) Yes □ No ☑
Types of Products Sold: (Check all that apply) Cigarettes 🗹 Tobacco 🗷 Alternativ	e Nicotine Products 🛛 Vapor Products 🗷
Type of Establishment: (Select the option thatAlternative nicotine/vapor store ☑Bar □Grocery store □Hotel/motel □Liquor store storeHas vending machine that assembles cigarette	t best describes the establishment) Convenience store/gas station ⊠ Drug store □ store □ Restaurant □ Tobacco store ⊠ es □ Other □
If application is approved and permit granted, I/w the laws governing the sale of cigarettes, tobacc	e do hereby bind ourselves to a faithful observance of o, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corpora	te Official(s)
Name (please print): <u>SHAHID ASLAM</u>	Name (please print):
Signature:	Signature:
Date: <u>APRIL 13, 2022</u>	Date:
Send this completed application and the app questions contact your city clerk (within city limits	licable fee to your local jurisdiction. If you have an s) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY A	UDITOR ONLY – MUST BE COMPLETE
• Fill in the amount paid for the permit: [(), <sup>10</sup>	Send completed/approved application to Iowa Alcoholi Beverages Division within 30 days of issuance. Make sur

- Fill in the date the permit was approved by the council or board: \_\_\_\_\_\_
- Fill in the name of the city or county Cellar Fuls
- New 🗋 👘 Renewal 😡

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

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

24



## Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine

tax.iowa.gov
Instructions on the reverse side
For period (MM/DD/YYYY) $\underline{07}$ / $\underline{01}$ /2022 through June 30, $\underline{2023}$
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade name/Doing business as: <u>CLOUD 9 GLASS &amp; NOVELTY</u>
Physical location address: 2125 College St. Suite C City: Cedar Falls ZIP: 50613
Mailing address: 2125 Collegest-Suite C City: Cedar Falls State: 1A ZIP: 50613
Business phone number: <u>319-251-2006</u>
Legal Ownership Information:
Type of Ownership: Sole Proprietor 🗆 Partnership 🗖 Corporation 🖾 LLC 🗖 LLP 🗖
Name of sole proprietor, partnership, corporation, LLC, or LLP DAFFODILS, INC.
Mailing address: 2125 College St. Suite A City: Cedar Falls State: 1A ZIP: 50613
Phone number: 319-260-224] Fax number: Email: (1000961ASS NOVELTY)
Retail Information:
Types of Sales: Over-the-counter 🛛 Vending machine 🗆
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes D No 🗷
Types of Products Sold: (Check all that apply) Cigarettes 🖄 Tobacco 🖻 Alternative Nicotine Products 🖾 Vapor Products 🖾
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store ☑       Bar □       Convenience store/gas station ☑       Drug store □         Grocery store □       Hotel/motel □       Liquor store □       Restaurant □       Tobacco store ☑         Has vending machine that assembles cigarettes □       Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print): USMAN CHATHA Name (please print):
Signature: Signature:
Date: <u>April 13, 2022</u> Date:
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE
• Fill in the amount paid for the permit: • 1000 Send completed/approved application to Iowa Alcoholic

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

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

25



tax.iowa.gov
Instructions on the reverse side
For period (MM/DD/YYYY) 0/ / 01 / 2022 through June 30, 2023
I/we apply for a retail permit to sell cigarettes, tobacco, alternative filcotine, or vapor products.
Business Information:
Trade name/Doing business as:
Physical location address: 400 West Ridgeway Ave City: Cedar Falls ZIP: 50613
Mailing address: 2401 S Memorial Dr/Attn: Licensing City: Appleton State: WI ZIP: 54915
Business phone number: <u>319-242-8889</u>
Legal Ownership Information:
Type of Ownership: Sole Proprietor 🗆 Partnership 🗆 Corporation 🗅 LLC 🔳 LLP 🗆
Name of sole proprietor, partnership, corporation, LLC, or LLP Fleet Farm Group LLC
Mailing address: 2401 S Memorial Drive City: Appleton State: WI ZIP: 54915
Phone number: 920-997-1403 Fax number: 920-731-5700 Email: licenses@fleetfarm.com
Retail Information:
Types of Sales: Over-the-counter 🔳 Vending machine 🛛
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes 🗆 No 🔳
Types of Products Sold: (Check all that apply) Cigarettes
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store       □       Bar       □       Convenience store/gas station       □       Drug store       □         Grocery store       □       Hotel/motel       □       Liquor store       □       Restaurant       □       Tobacco store       □         Has vending machine that assembles cigarettes       □       Other       ■       Retail Store       □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print): <u>Steve Jensen</u> Name (please print):
Signature: Signature:
Date: Date:
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

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

- Fill in the amount paid for the permit: 500.00
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_\_
- Fill in the name of the city or county issuing the permit:
- New 🛛 🔹 Renewal 💢

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

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



tax.iowa.gov

Instructions of	on the	reverse	side
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For period (MM/DD/YYYY)	07	_ / _01	/ 2022	through June 30,	2023
			- 14 - ···· - 45		~

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

## **Business Information:**

Trade name/Doing business as: Fleet Farm Fuel
Physical location address: 108 West Ridgeway Ave City: Cedar Falls ZIP: 50613
Mailing address: 2401 S Memorial Dr/Attn: Licensing City: Appleton State: WI ZIP: 54915
Business phone number: <u>319-242-8889</u>
Legal Ownership Information:
Type of Ownership: Sole Proprietor 🗆 Partnership 🗆 Corporation 🗖 LLC 🔳 LLP 🗆
Name of sole proprietor, partnership, corporation, LLC, or LLP Fleet Farm Group LLC
Mailing address: 2401 S Memorial Drive City: Appleton State: WI ZIP: 54915
Phone number: 920-997-1403 Fax number: 920-731-5700 Email: licenses@fleetfarm.com
Retail Information:
Types of Sales: Over-the-counter 🔳 Vending machine 🛛
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes 🗆 No 🔳
Types of Products Sold: (Check all that apply) Cigarettes ■ Tobacco ■ Alternative Nicotine Products □ Vapor Products ■
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store       □       Bar       □       Convenience store/gas station       ■       Drug store       □         Grocery store       □       Hotel/motel       □       Liquor store       □       Restaurant       □       Tobacco store       □         Has vending machine that assembles cigarettes       □       Other       □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of

the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

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

Name (please print):	Steve Jensen
Signature:	State
Date: 4-10-2	22 /

Name (please print):	
Signature:	
Date:	

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

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

- Fill in the amount paid for the permit: \_\_\_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_\_
- Fill in the name of the city or county issuing the permit:
- New 🛛 🔹 Renewal 🕅

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

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



### Iowa Retail Permit Appli for Cigarette/Tobacco/Nicotine Item 7.

tax.iowa.gov

Instructions on the I	reverse	side
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Instructions on the reverse side
For period (MM/DD/YYYY)/ / / 2022 through June 30, 2023
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade name/Doing business as: Hansen's Daury Cedar Falls
Physical location address: 123 E. 18th St. City: Cedar Falls ZIP: 50613
Mailing address: <u>8617 Lincoln Rd.</u> City: <u>Hudson</u> State: <u>IA</u> ZIP: <u>50643</u>
Business phone number: 319-266-3044
Legal Ownership Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation □ LLC ☑ LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP Hansen's Dainy LLC
Mailing address: <u>Stel? Lincoln Rd.</u> City: <u>Hudson</u> State: <u>IA</u> ZIP: 501043
Phone number: 319-988-983- Fax number: Email: jordan hansene
Retail Information: hansen dairy com
Types of Sales: Over-the-counter
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes D No
Types of Products Sold: (Check all that apply) Cigarettes ☑ Tobacco ☑ Alternative Nicotine Products □ Vapor Products □
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store  Grocery store Hotel/motel  Liquor store  Restaurant  Tobacco store
Has vending machine that assembles cigarettes  Other  C
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print): Name (please print):
Signature:
Date: Date:
Send this completed application and the applicable fee to your local jurisdiction. If you have any
questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE
• Fill in the amount paid for the permit: <u>• IUU</u> . Send completed/approved application to low Alcoholic Beverages Division within 30 days of issuance. Make sure
by the council or board: the information on the application is complete and
• Fill in the permit number issued by the situ/county
<ul> <li>Fill in the name of the city or county Cedara Falls</li> <li>Fill in the name of the city or county Cedara Falls</li> <li>Confirmation to be sent to the local authority.</li> </ul>

- Fill in the name of the city or county Cedar Falls
- Renewal 📈 • New 🛛

Email: iapledge@iowaabd.com .

Fax: 515-281-7375 .

# lowa Department of

## Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/ Item 7.

tax.iowa.gov
Instructions on the reverse side
For period (MM/DD/YYYY) $_7_1 _1 _1 _2 _2 _2$ through June 30, $2023$
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade name/Doing business as: <u>Happy's Wine &amp; Spirits</u>
Physical location address: <u>5925 University Au</u> City: (Edger Palls ZIP: 50613
Mailing address: 5935 University AVE City: 1200 Falls State: 72 ZIP: 5003
Business phone number: <u>319-277-1463</u>
Legal Ownership Information:
Type of Ownership: Sole Proprietor D Partnership Corporation LLC LLP L
Name of sole proprietor, partnership, corporation, LLC, or LLP. Happy's Whet Spirits, LLC
Mailing address: 5935 University All City: Cedur Fall State: IA-ZIP: Solo 13
Phone number: 314377-1463 Fax number: 34-277-1438 Email: Happy's Octu-ne
Retail Information:
Types of Sales: Over-the-counter  Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes D No D
Types of Products Sold: (Check all that apply) Cigarettes D Tobacco Alternative Nicotine Products D Vapor Products D
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store       Bar       Convenience store/gas station       Drug store         Grocery store       Hotel/motel       Liquor store       Restaurant       Tobacco store         Has vending machine that assembles cigarettes       Other
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print): Thomas R. Amlie Name (please print):
Signature: Then n Conlie Signature:
Date: 5/2/22 Date:
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE
• Fill in the amount paid for the permit: SIDD. 00 Send completed/approved application to Iowa Alcoholic Boyerages Division within 30 days of issuance. Make sure
• Fill in the date the permit was approved the information on the application is complete and

- by the council or board: \_ Fill in the permit number issued by the city/county:
- Fill in the name of the city or county
   Cldav Falls
- Renewal 🕅 • New 🗖

the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

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## REVENUE

## Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

Instructions on t	https://tax.iowa.gov
For period (MM/DD/YYYY) $^{07}$ / $^{1}$	/2022 through June 30, 2023
I/we apply for a retail permit to sell cigarettes, tobacco	o, alternative nicotine, or vapor products:
Business Information:	
Trade Name/DBA Cedar Falls Hy-Vee	
Physical Location Address 6301 University Ave	City_Cedar Falls ZIP_50613
Mailing Address 5820 Westown Parkway Cit	ty West Des Moines State IA ZIP 50266
Business Phone Number <u>515-695-3220</u>	
Legal Ownership Information:	
Type of Ownership: Sole Proprietor D Partners	ship 🗆 Corporation 🗹 LLC 🗆 LLP 🗔
Name of sole proprietor, partnership, corporation, L	LC, or LLP <u>Hy-Vee</u> , Inc.
Mailing Address 5820 Westown Parkway Cit	y West Des MoinesState Iowa ZIP 50266
Phone Number <u>515-267-2800</u> Fax Number	Email <u>oturk@hy-vee.com</u>
Retail Information:	
Types of Sales: Over-the-counter 🛛 Vending	machine 🗆
Do you make delivery sales of alternative nicotine o	r vapor products? (See Instructions) Yes □ No ☑
Types of Products Sold: (Check all that apply) Cigarettes ☑ Tobacco ☑ Alternative Nic	cotine Products 🗹 Vapor Products 🗹
Type of Establishment: (Select the option that bes	st describes the establishment)
Alternative nicotine/vapor store  Bar  Co	onvenience store/gas station □ Drug store □
Grocery store  Hotel/motel  Liquor store	□ Restaurant □ Tobacco store □
Has vending machine that assembles cigarettes L	
If application is approved and permit granted, I/we do the laws governing the sale of cigarettes, tobacco, alt	hereby bind ourselves to a faithful observance of ernative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate O	fficial(s)
Name (please print) Andrew Schroeder	Name (please print)
Signature	Signature
Date_5/1/22	Date
Send this completed application and the applicab	le fee to your local jurisdiction. If you have any
questions contact your city clerk (within city limits) or	your county auditor (outside city limits).
	OR ONLY - MUST BE COMPLETE
<ul> <li>Fill in the amount paid for the permit: <u>v / 00</u>.</li> <li>Fill in the date the permit was approved</li> </ul>	Beverages Division within 30 days of issuance. Make sure
by the council or board:	the information on the application is complete and accurate. A copy of the permit does not need to be sent:
<ul> <li>Fill in the permit number issued by the city/county:</li> </ul>	only the application is required. It is preferred that
• Fill in the name of the city or county addres Tallic	confirmation to be sent to the local authority.

- Cedar Falls issuing the permit:
- New 🗍 Renewal

- Email: iapledge@iowaabd.comFax: 515-281-7375

## REVENUE

## Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax jowa dov

https://tax.iowa.gov
Instructions on the reverse side
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information: Hy-Vec
Trade Name/DBA Cedar Falls <sup>4</sup> Fast and Fresh
Physical Location Address_6527 University AveCity_Cedar FallsZIP_50613
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266
Business Phone Number 515-695-3220
Legal Ownership Information:
Type of Ownership: Sole Proprietor 🗆 Partnership 🗆 Corporation 🖾 LLC 🗆 LLP 🗆
Name of sole proprietor, partnership, corporation, LLC, or LLP <u>Hy-Vee</u> , Inc.
Mailing Address 5820 Westown Parkway City West Des MoinesState lowa ZIP 50266
Phone Number <u>515-267-2800</u> Fax Number Email <u>oturk@hy-vee.com</u>
Retail Information:
Types of Sales: Over-the-counter 🛛 Vending machine 🗆
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No Ø
Types of Products Sold: (Check all that apply)
Cigarettes 🛛 Tobacco 🖾 Alternative Nicotine Products 🖾 Vapor Products 🖾
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store
Has vending machine that assembles cigarettes $\Box$ Other $\Box$
If application is approved and permit granted. I/we do hereby hind ourselves to a faithful observance of
the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print) And rew Schroeder / Name (please print)
Signature Signature Signature
Date 5/1/22 Date
Send this completed application and the applicable fee to your local jurisdiction. If you have any
questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE
• Fill in the amount paid for the permit: <u><b>1</b></u> <b>1 1 1 1 1 1 1 1 1 1</b>
by the council or board: the information on the application is complete and
• Fill in the permit number issued by the city/county:
• Fill in the name of the city or county or county of the city or county of the city or county of the city of the city of county of the city of the ci

- Fill in the name of the city or county Cedar Falls
- Renewal 🗖 • New 🛛

Email: iapledge@iowaabd.com

• Fax: 515-281-7375

# lowa Department of

## Iowa Retail Permit Application

REVENUE	for Cigarette/Tobacco/Nicotine. Item 7.
	tax.iowa.gov
Instructio	ons on the reverse side
For period (MM/DD/YYYY) _//	1 / 21 / 2023 through June 30, $2023$
I/we apply for a retail permit to sell cigarettes,	tobacco, alternative filcotine, or vapor products.
Business Information:	AA
Trade name/Doing business as: <u>P\\b</u>	MART
Physical location address: <u>1420 W</u> 1 <sup>See</sup>	ST City: CEDAR FALLS ZIP: 50613
Mailing address: 212 5 Horrow PKWY	City: CHAPEL HILL State: TN ZIP: 37034
<u>ما~ط/3-5/6</u> Business phone number:	
Legal Ownership Information:	
Type of Ownership: Sole Proprietor $\Box$	Partnership 🗆 Corporation 🗆 LLC 🕅 LLP 🗖
Name of sole proprietor, partnership, corpo	ration, LLC, or LLP IOWA INVESTMENT, LLC
Mailing address: 212 5 HORTON PKW	City: CHAPELHILL State: TN ZIP: 37034
Phone number:	mber: Email: iowainvestmentoffice@g.
Retail Information:	
Types of Sales: Over-the-counter 🗖 🕔	/ending machine □
Do you make delivery sales of alternative n	icotine or vapor products? (See Instructions) Yes 🗆 No 🕱
Types of Products Sold: (Check all that app Cigarettes 🖾 Tobacco 🕅 Altern	ly) ative Nicotine Products 🕅 Vapor Products 🕅
Type of Establishment: (Select the option	that best describes the establishment)
Alternative nicotine/vapor store  Bar	□ Convenience store/gas station X Drug store □
Grocery store  Hotel/motel  Liqu	or store I Restaurant I Tobacco store I
Has vending machine that assembles cigan	
If application is approved and permit granted, the laws governing the sale of cigarettes, tob	I/we do hereby bind ourselves to a faithful observance of acco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corp	orate Official(s)
Name (please print): Muxesh Chause	<pre></pre>
Signature:	Signature:
Date:	Date:
Send this completed application and the questions contact your city clerk (within city li	applicable fee to your local jurisdiction. If you have any mits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNT	Y AUDITOR ONLY – MUST BE COMPLETE
• Fill in the amount paid for the permit:	Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure
<ul> <li>Fill in the date the permit was approved</li> </ul>	a life matter on the availation is consistent and

- by the council or board: \_\_ • Fill in the permit number issued by the city/county:
- Fill in the name of the city or county Cedar Falls
- New 🛛 Renewal

the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

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## **REVENUE**

## Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov
Instructions on the reverse side
For period (MM/DD/YYYY) $\frac{07}{2}$ / $\frac{01}{2}$ / $\frac{22}{2}$ through June 30, $\frac{2023}{2}$
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade name/Doing business as: Murphy USA #6970
Physical location address: 518 Brandilynn Blvd. City: Cedar Falls ZIP: 50613
Mailing address: PO Box 7300 City: El Dorado State: AR ZIP: 71731
Business phone number: (319) 266-0473
Legal Ownership Information:
Type of Ownership: Sole Proprietor 🗆 Partnership 🗆 Corporation 🔳 LLC 🗀 LLP 🗆
Name of sole proprietor, partnership, corporation, LLC, or LLP Murphy Oil USA, Inc.
Mailing address: PO Box 7300 City: El Dorado State: AR ZIP: 71731
Phone number: (870) 881-6679 Fax number: (870) 875-7670 Email: permits_licensing@murphyusa.com
Retail Information:
Types of Sales: Over-the-counter 🔳 Vending machine 🛛
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes 🗆 No 🔳
Types of Products Sold: (Check all that apply) Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products
Type of Establishment: (Select the option that best describes the establishment)         Alternative nicotine/vapor store       Bar       Convenience store/gas station       Drug store         Grocery store       Hotel/motel       Liquor store       Restaurant       Drug store       Tobacco store         Has vending machine that assembles cigarettes       Other
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print): <u>Jerri Greer</u> Name (please print):
Signature: Signature:
Date: 04/22/22 // Date:
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE
<ul> <li>Fill in the amount paid for the permit:</li></ul>

- Fill in the name of the city or county Cedar Falls
- New 
   Renewal

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

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

# Iowa Department of

## Iowa Retail Permit Application

REVENUE	for Cigarette/Tobacco/Nicotine/ Item 7.
	tax.iowa.gov
Instructions on the	ereverse side
For period (MM/DD/YYYY)//	/ 22 through June 30, <u>4023</u>
I/we apply for a retail permit to sell cigarettes, tobacco,	alternative nicotine, or vapor products:
Business Information:	a sub-section of these tensors and here a sub-section of the
Trade name/Doing business as: MME INCOV	
Physical location address: 2728 Center St	City: <u>Cedcw foll</u> ZIP: <u></u> SOG <u>S</u>
Mailing address: 2728 Center St City:	Cedar falls State: IA ZIP: 50613
Business phone number: <u>319-277-2195</u>	
Legal Ownership Information:	
Type of Ownership: Sole Proprietor D Partnersh	p Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC	, or LLP Savdar LLC
Mailing address: 2728 Center St City:	Cedar fallistate: IA ZIP: 50613
Phone number: 319-830-2721 Fax number:	Email: midwestlic 786@gmai
Retail Information:	
Types of Sales: Over-the-counter Vending m	achine 🗆
Do you make delivery sales of alternative nicotine or	vapor products? (See Instructions) Yes 🗆 No 🗹
Types of Products Sold: (Check all that apply) Cigarettes D Tobacco Alternative Nico	tine Products D Vapor Products D
Type of Establishment: (Select the option that best	describes the establishment)
Alternative nicotine/vapor store  Bar  Con Grocery store  Hotel/motel  Liquor store  Has vending machine that assembles cigarettes	venience store/gas station ☐ Drug store □ I Restaurant □ Tobacco store □ Other □
	errow hind ourselves to a faithful observance of
the laws governing the sale of cigarettes, tobacco, alter	rnative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Offi	cial(s)
Name (please print): Waleed Parvez	Name (please print):
Signature:	Signature:
Date: 4-26-22	Date:
Send this completed application and the applicable questions contact your city clerk (within city limits) or you city clerk (within city clerk (within city limits) or yo	fee to your local jurisdiction. If you have any our county auditor (outside city limits).
	RONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: <u>100</u>
- · Fill in the date the permit was approved by the council or board: \_
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county
   Guar Fails
- New 🛛 Renewal

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

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

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# **REVENILE**

## Iowa Retail Permit Applica Item 7. for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.g
Instructions on the reverse side
For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023
I/we apply for a retail permit to sell cigarettes, tobacco, alternative mouther, or vapor products.
Trade name (Daine business on: Walmart Inc. dba Walmart #753
Trade name/Doing business as: Warnart mo. dba Warnart #700
Physical location address: <u>525 Brandlighn Bivd.</u> City: <u>Cedar Fails</u> ZIP: <u>50010</u>
Mailing address: 702 Sw. 8th St. Mail stop 0500 City: Bentonville State: AR ZIP: 1211
Business phone number: <u>319-277-6391</u>
Legal Ownership Information:
Type of Ownership: Sole Proprietor 🗆 Partnership 🗆 Corporation 👽 LLC 🗆 LLP 🗆
Name of sole proprietor, partnership, corporation, LLC, or LLP Walmart Inc.
Mailing address: 702 SW 8th St. Mail Stop 0500 City: Bentonville State: AR ZIP: 72716
Phone number: 479-371-0112 Fax number: NA Email: complic@wal-mart.com
Retail Information:
Types of Sales: Over-the-counter 🗹 Vending machine 🗆
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes D No
Types of Products Sold: (Check all that apply) Cigarettes ♀ Tobacco ♀ Alternative Nicotine Products ♀ Vapor Products □
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store  Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store Has vending machine that assembles cigarettes  Other  Restaurant
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print): Sarah Little Name (please print):
Signature: Signature:
Date: 41922 Date:
Send this completed application and the applicable fee to your local jurisdiction. If you have questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE
<ul> <li>Fill in the amount paid for the permit: <u>"IUU</u>.</li> <li>Fill in the date the permit was approved</li> <li>Send completed/approved application to Iowa Alco Beverages Division within 30 days of issuance. Make</li> </ul>
by the council or board: the information on the application is complete
• Fill in the permit number issued by the city/county:

- Fill in the name of the city or county (ledar Falls
- New 🗖 Renewal

applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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



## **DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

## MEMORANDUM

То:	Mayor Green and City Councilmembers
From:	Craig Berte, Acting Public Safety Services Director
	Mark Howard, Acting Police Chief
Date:	May 9, 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) Hurling Hatchet, 100 East 2nd Street, Class B beer renewal.
- b) Berk's Main Street Pub, 207 Main Street, Class C liquor renewal.
- c) Casey's General Store, 5226 University Avenue, Class E liquor renewal.
- d) Hy-Vee Food Store, 6301 University Avenue, Class E liquor renewal.
- e) Target, 214 Viking Plaza Drive, Class E liquor renewal.
- f) River Place Plaza, 200 East 2nd Street Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (June 24-26, 2022)
- g) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor & outdoor service – temporary expansion of outdoor service area. (May 27,2022)
- h) Cedar Basin Music Festival, Sturgis Park, Class B beer & outdoor service 5 day permit.


**DEPARTMENT OF FINANCE & BUSINESS OPERATIONS** 

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

# INTEROFFICE MEMORANDUM

**Financial Services Division** 

- **TO:** Mayor Green and City Council Members
- FROM: Lisa Roeding, Controller/City Treasurer
- **DATE:** May 3, 2022
- **SUBJECT:** Depository Resolution

We have received notification changing the name of Great Western Bank to First Interstate Bank. Attached please find an updated Depository Resolution with this change. All other financial institutions will remain unchanged.

If you have any questions regarding this matter, please telephone Finance & Business Operations Director Jennifer Rodenbeck at 268-5108 or myself 268-5105. Thank you.

CC: Jennifer Rodenbeck, Finance & Business Operations Director

## RESOLUTION NO.

# RESOLUTION NAMING OFFICIAL DEPOSITORIES FOR THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving the following list of financial institutions to be depositories of the City of Cedar Falls, in conformance with all applicable provisions of the Code of Iowa Chapter 12C, 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 said list of financial institutions,

**NOW THEREFORE,** be it resolved by the City Council of the City of Cedar Falls, Iowa, that the following list of financial institutions to be depositories of the City of Cedar Falls, is hereby approved and designated officials of the City of Cedar Falls are hereby authorized to deposit funds in amounts not to exceed the maximum approved for each respective financial institution as set forth below.

		MAXIMUM	MAXIMUM
	LOCATION OF	UNDER THIS	UNDER PRIOR
DEPOSITORY NAME	HOME OFFICE	RESOLUTION	RESOLUTION
Banklowa	Waterloo	\$30,000,000	\$30,000,000
Collins Community Credit Union	Cedar Rapids	40,000,000	40,000,000
Community Bank & Trust	Waterloo	30,000,000	30,000,000
Denver Savings Bank	Denver	4,000,000	4,000,000
Farmers State Bank	Waterloo	40,000,000	40,000,000
First Bank	Cedar Falls	30,000,000	30,000,000
First Security State Bank	Evansdale	3,000,000	3,000,000
Dupaco Community Credit Union	Dubuque	30,000,000	30,000,000
First Interstate Bank	Billings, MT	40,000,000	40,000,000
GreenState Credit Union	North Liberty	30,000,000	30,000,000
Heartland Bank & Trust	Bloomington, IL	15,000,000	15,000,000
Lincoln Savings Bank	Reinbeck	30,000,000	30,000,000
MidWestOne Bank	Iowa City	40,000,000	40,000,000
Regions Bank	Birmingham, AL	30,000,000	30,000,000
U.S. Bank N.A.	Des Moines	30,000,000	30,000,000
Veridian Credit Union	Waterloo	30,000,000	30,000,000
Wells Fargo Bank	Des Moines	50,000,000	50,000,000

**ADOPTED** this 16<sup>th</sup> day of May, 2022.

ATTEST:

Robert M. Green, Mayor



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

# INTEROFFICE MEMORANDUM

- TO: Mayor Green and City Council Members
- FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
- **DATE:** April 28, 2022
- SUBJECT: FY2023 Appropriations Resolution

Please find attached the Appropriations Resolution for the fiscal year beginning July 1, 2022 and ending June 30, 2023 submitted for your approval. The resolution outlines in detail the FY2023 budget that was approved by Council in March. For informational purposes, the FY2023 budgeted revenues are also attached. Starting three years ago, there was a new requirement by the State of Iowa to include a detail listing of all transfers in the budget. Therefore, to comply with this requirement, we have included that listing as part of the resolution again this year.

As stated above, this resolution simply takes the budget that was approved by Council and outlines the detailed line items that departments will use throughout the fiscal year to allocate their resources to.

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

RESOLUTION APPROPRIATING MONEY FROM SEVERAL FUNDS FOR PAYMENT OF ALL EXPENSES IN THE ADMINISTRATION OF THE AFFAIRS OF THE CITY OF CEDAR FALLS, IOWA FOR THE YEAR 2022-2023.

WHEREAS, Section 24.3 Code of Iowa, 2022, relating to the "local Budget Law" provides that no Municipality shall certify or levy in any year any tax on property subject to taxation, unless and until estimates have been made, filed and considered and;

WHEREAS, these estimates of income and expenses are declared to be necessary for the peace, health, and general welfare of the City of Cedar Falls, lowa, now therefore;

BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that:

SECTION 1. The estimates of income from all sources available for expenditure in the fiscal year beginning July 1, 2022 and ending June 30, 2023 is \$113,758,050.00 as follows, to-wit:

Office Receipts	\$ 58,178,150.00
Taxes	23,828,790.00
Transfers	 13,750,610.00
Total estimated income	\$ 95,757,550.00
Use of Cash Carryover	 18,000,500.00
Total estimated funds available	\$ 113,758,050.00

SECTION 2. That the estimated revenues from tax levies and all other sources be and the same are hereby appropriated, apportioned and set aside for the several funds for the payment of payrolls, bills and claims that may be properly and legally made.

SECTION 3. That an appropriation not necessary for the use for which it was appropriated may be used to defray expenditures for any other items in the fund to which it belongs.

SECTION 4. That the total estimated income of \$113,758,050.00 be appropriated for expenditures according to the several funds as follows, to-wit:

53,110.00

DESCRIPTION

APPROPRIATION

**MISCELLANEOUS** 

# ADMINISTRATIVE/LEGISLATIVE/MISCELLANEOUS: CITY COUNCIL

101-1168-441.	61-01	City Council - Salaries & Wages	46,340.00
	64-05	Worker' Compensation	100.00
	65-01	FICA	3,570.00
	66-01	IPERS	3,100.00
TOTAL CITY C	OUNCIL:		

101-1199-411.	32-62	Grants - Fire Ext./CPR Training	3,000.00
	32-70	Grants - Police Operations	35,000.00
101-1199-421.	31-10	Grants - Cultural Services	30,000.00
	31-20	Grants - Library	25,000.00
	31-40	Grants - Parks & Recreation	20,000.00
101-1199-431.	88-01	C.F. Disabled	36,230.00
	88-02	C.F. Elderly -RTC	24,140.00
	88-11	C.F. Met	343,060.00
	88-12	MET Capital Replacement	16,920.00
	88-19	MET Route 9	35,750.00
101-1199-441.	88-20	Lobbyist	18,000.00
	88-23	CV Coalition	1,660.00
101-1199-441	72-19	Official Printing	25,000.00
	81-01	Contract Services	11,000.00
	81-02	Audit	57,000.00
	81-03	Recording Fees	3,000.00
	81-11	City Election	0.00
	82-01	Telephone	1,000.00
	83-05	Travel (Food/Mileage/Lodging)	5,900.00
	83-06	Education & Training	5,800.00
	84-01	Liability Insurance	229,980.00
	87-05	Vehicle Maintenance	25,550.00
	89-11	League Dues & Travel	12,000.00
	89-13	Contingency	60,000.00
	89-14	Refunds	2,000.00
101-1199-481.	43-01	Transfer to Debt Service	0.00
	43-04	TIF Transfer	1,300,000.00

101-1199-441. 92-05 Budget reduction implement, staffing, one-time cap project

TOTAL MISCELLANEOUS:

2,848,490.00

521,500.00

# MAYOR'S OFFICE

Personal Servi	ces		
101-1158-441.	61-01 62-01 62-02 64-01 64-02 64-03 64-04 64-05 65-01 66-01	Salaries & Wages (Reg) Payroll Accrual Severance Accrual Health Insurance Premiums Health Insurance Reimbursements Life Insurance Long Term Disability Worker's Compensation Insurance F.I.C.A. I.P.E.R.S.	$\begin{array}{r} 104,670.00 \\ 470.00 \\ 100.00 \\ 15,030.00 \\ 210.00 \\ 320.00 \\ 330.00 \\ 220.00 \\ 8,010.00 \\ 9,880.00 \end{array}$
Commodities			
101-1158-441.	71-01 72-01	Office Supplies & Postage Operating Supplies	800.00 3,000.00
Services and C	Charges		
101-1158-441.	81-12 81-98 82-01 83-03 83-04 83-05 83-06 84-01	Computer Services Economic Development Activities Telephone Outings/Dinners/Awards Dues & Memberships Travel (Food/Mileage/Lodging) Education & Training Operating Insurance	5,560.00 0.00 1,400.00 940.00 400.00 3,000.00 800.00 490.00
Capital Outlay			
101-1158-441.	93-01	Equipment	500.00
TOTAL MAYO	R'S OFFIC	CE:	
CITY ADMINIS	STRATOR		
Personal Servi	ces		
101-1118-441.	61-01 61-02 62-01 62-02 64-01 64-02 64-03 64-04 64-05 65-01 66-01	Salaries & Wages (Reg) Part-time Payroll Accrual Severance Accrual Health Insurance Premiums Health Insurance Reimbursements Life Insurance Long Term Disability Worker's Compensation Insurance F.I.C.A. I.P.E.R.S.	377,290.00 7,000.00 1,670.00 6,150.00 41,660.00 580.00 1,150.00 1,190.00 810.00 23,860.00 36,270.00
<u>Commodities</u> 101-1118-441.	71-01 72-11 72-19	Office Supplies Books & Magazines Printing	200.00 200.00 100.00

# Services and Charges 24,070.00 101-1118-441. 81-12 Computer Services 24,070.00 81-25 Promotional Tapes & Adv. 8,000.00 81-31 Svc. Bus Retention & Expansion 1,500.00 81-98 Economic Development Activities 150,000.00

42

156,130.00

	81-97 82-01 83-04 83-05 83-06 84-01	Communication Specialist Activities Telephone Memberships Travel & Meals Education Operating Insurance	500.00 1,300.00 2,750.00 4,000.00 2,000.00 2,140.00	
Capital Outlay				
101-1118-441.	93-01	Equipment	600.00	
TOTAL CITY A	DMINISTR	ATOR:		694,990.00
FBO ADMINIS	TRATION			
Personal Service	<u>ces</u>			
101-1026-441.	61-01	Salaries & Wages (Reg)	180,770.00	
	61-02 61-03	Part-time	50,670.00 0.00	
	62-01	Pavroll Accrual	800.00	
	62-02	Severance Accrual	2,950.00	
	64-01	Health Insurance Premiums	13,660.00	
	64-02	Health Insurance Reimbursements	190.00	
	64-03	Life Insurance	550.00	
	64-04	Long Term Disability	570.00	
	64-05	Worker's Compensation Insurance	380.00	
	04-00 65-01		13 820 00	
	66-01	I.P.E.R.S.	21,840.00	
Commedition				
<u>Commodities</u>	71-01	Office Supplies & Printing	500.00	
101-1020-441.	72-99	Postage	100.00	
Services and C	haroes			
101-1026-441.	81-12	Computer Services	10,630.00	
	81-48	Contract Services	1,500.00	
	82-01	Telephone	700.00	
	83-04	Dues & Memberships	900.00	
	83-05	Travel & Meals	2,000.00	
	83-06	Education	2,000.00	
	86-01	Repair & Maintenance	100.00	
Queillel Quiller				
Capital Outlay				
101-1026-441.	93-01	Equipment	500.00	
<u>Transfers</u>				
101-1026-441.	88-44	Community Center Support	94,500.00	
TOTAL FBO A	OMINISTR	ATION:		400,570.00
FINANCIAL SE	RVICES			
Personal Servic	es			
101-1028-441.	61-01 61-02	Salaries & Wages (Reg) Part-time	229,090.00 43,870.00	

500.00

43

417,710.00

	61-03	Overtime	500.00
	62-01	Payroll Accrual	1,010.00
	62-02	Severance Accrual	3,740.00
	64-01	Health Insurance Premiums	40,980.00
	64-02	Health Insurance Reimbursements	570.00
	64-03	Life Insurance	700.00
	64-04	Long Term Disability	730.00
	64-05	Worker's Compensation Insurance	480.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	20,920.00
	66-01	I.P.E.R.S.	25,820.00
<b>Commodities</b>			
101-1028-441	71-01	Office Supplies & Printing	6.000.00
	72-99	Postage	4,200.00
	73-99	Disaster Supplies	2,000.00
Services and C	harges		
101-1028-441.	81-12	Computer Services	16,420,00
	81-13	Microfilming/Digital Imaging	1,500.00
	81-48	Contract Services	1,500.00
	82-01	Telephone	2,000.00
	83-04	Dues & Memberships	1,620.00
	83-05	Travel & Meals	2,100.00
	83-06	Education	2,000.00
	84-01	Operating Insurance	1,460.00
	86-01	Repair & Maintenance	4,000.00
	89-17	Bank Service Charges	1,500.00
Capital Outlay			
101-1028-441.	93-01	Equipment	3,000.00
TOTAL FINANC		/ICES:	

TUMAN RESUURU	ES
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Personal	Services

101-1038-441. 61-0	)1 Salaries & Wages (Reg)	368,470.00
61-0	02 Part-Time	25,690.00
61-0	03 Overtime	0.00
62-0	)1 Payroll Accrual	1,630.00
62-0	02 Severance Accrual	6,000.00
64-0	)1 Health Insurance Premiums	64,200.00
64-0	2 Health Insurance Reimbursements	900.00
64-0	03 Life Insurance	1,140.00
64-0	04 Long Term Disability	1,160.00
64-0	05 Worker's Compensation Insurance	870.00
65-0	01 F.I.C.A.	30,150.00
66-0	01 I.P.E.R.S.	37,210.00
Commodities		
101-1038-441. 71-0	01 Office Supplies & Printing	1,000.00
72-9	99 Postage	500.00
Services and Charge	es	
101-1038-441. 81-0	09 Human Rights Commissions	3,000.00
81-1	2 Computer Services	22,450.00
81-3	32 Tuition Assistance Program	25,000.00
81-3	33 Employee Survey	10,000.00

81-35	Employee Recognition Program	4,000.00
81-48	Contract Services	2,000.00
81-50	Pre-employment Physical Exams	50,000.00
81-51	Post-employment Physical Exams	55,000.00
81-52	Random Drug Testing	3,400.00
81-53	Job Notices	50,000.00
81-55	Employee Assistance Program	5,000.00
81-56	Employee Wellness Program	28,000.00
81-57	Comprehensive Pay Plan Study	1,000.00
81-99	Civil Service Commission	3,500.00
82-01	Telephone	1,000.00
83-01	City-Wide Training	4,500.00
83-04	Dues & Memberships	800.00
83-05	Travel & Meals	1,000.00
83-06	Education	1,400.00
84-01	Operating Insurance	1,990.00
89-81	Cafeteria Plan	5,000.00
89-82	Section 105	10,000.00

Capital Outlay 101-1038-441. 93-01 Equipment

TOTAL HUMAN RESOURCES:

#### LEGAL SERVICES

#### Personal Services

101-1048-441.	61-01	Salaries & Wages (Reg)	172,790.00
	61-03	Overtime	500.00
	62-01	Payroll Accrual	770.00
	62-02	Severance Accrual	90.00
	64-01	Health Insurance Premiums	14,840.00
	64-02	Health Insurance Reimbursements	210.00
	64-03	Life Insurance	540.00
	64-04	Long Term Disability	550.00
	64-05	Worker's Compensation Insurance	280.00
	65-01	F.I.C.A.	10,230.00
	66-01	I.P.E.R.S.	16,360.00
<b>Commodities</b>			
101-1048-441.	71-01	Office Supplies	850.00
	72-11	Dues & Publications	9,000.00
Services and C	harges		
101-1048-441.	81-12	Computer Services	14,350.00
	81-29	Legal Fees	155,000.00
	81-30	Code Enforcement	15,000.00
	82-01	Telephone	600.00
	83-04	Memberships	1,000.00
	83-05	Travel (Food/Mileage/Lodging)	350.00
	83-06	Education & Training	1,500.00

#### TOTAL LEGAL SERVICES:

#### PUBLIC RECORDS DIVISION

#### Personal Services

414,810.00

45

827,460.00

500.00

318,220.00

101-1008-441	61-01	Salaries & Wages (Reg)	191,490.00
	61-02	Part-time	17,420.00
	62-01	Payroll Accrual	860.00
	62-02	Severance Accrual	3,120.00
	64-01	Health Insurance Premiums	37,990.00
	64-02	Health Insurance Reimbursements	560.00
	64-03	Life Insurance	580.00
	64-04	Long Term Disability	600.00
	64-05	Worker's Compensation Insurance	400.00
	65-01	F.I.C.A.	15,990.00
	66-01	I.P.E.R.S.	19,720.00
<b>Commodities</b>			
101-1008-441	71-01	Office Supplies & Printing	5,000.00
	72-99	Postage	1,000.00
Services and C	harges		
101-1008-441.	81-12	Computer Services	12,210.00
	82-01	Telephone	1,700.00
	83-04	Memberships	500.00
	83-05	Travel & Meals	2,000.00
	83-06	Education	1,500.00
	84-01	Operating Insurance	1,080.00
	86-01	Repair & Maintenance	2,000.00
	87-01	Rentals	1,000.00
Capital Outlay			
101-1008-441.	93-01	Equipment	1,500.00
TOTAL PUBLIC		DS DIVISION:	
LIBRARY			

# Personal Services

101-1060-423.	61-01	Salaries & Wages (Reg)	636,430.00
	61-02	Part-time	406,600.00
	62-01	Payroll Accrual	2,820.00
	62-02	Severance Accrual	10,380.00
	64-01	Health Insurance Premiums	120,440.00
	64-02	Health Insurance Reimbursements	2,010.00
	64-03	Life Insurance	1,960.00
	64-04	Long Term Disability	2,000.00
	64-05	Worker's Compensation Insurance	2,180.00
	65-01	F.I.C.A.	79,800.00
	66-01	I.P.E.R.S.	98,460.00
<b>Commodities</b>			
101-1060-423.	71-01	Office Supplies	10,000.00
	72-19	Printing	2,000.00
	72-75	Display	2,000.00
	72-76	Public Relations	1,200.00
	72-99	Postage	17,500.00
ч.	73-06	Building Repair	3,000.00
Services and C	harges		
101-1060-423.	81-01	Professional Services	5,000.00
	81-12	Computer Services	67,590.00
	81-91	License & Service Contracts	30,000.00
	82-01	Telephone	4,000.00
		•	

	83-05 83-06 84-01 85-01 86-01 89-33	Travel (Food/Mileage/Lodging) Education & Training Operating Insurance Utilities & Heating Repair & Maintenance Friends Supported Programs	1,000.00 5,000.00 26,250.00 105,000.00 7,000.00 30,000.00
	89-34	Endowment Supported Programs	60,000.00
Transfers			
101-1060-423.	50-01	General Fund	197,330.00
Personal Servi	ces		
101-1061-423.	61-01	Salaries & Wages (Reg)	129,030.00
	61-02	Part-time	18,420.00
	62-01	Payroll Accrual	570.00
	62-02	Severance Accrual	2,100.00
	64-01	Health Insurance Premiums	12,000.00
	64-02	Health Insurance Reimbursements	460.00
	64-03	Life Insurance	390.00
	64-04	Long Term Disability	410.00
	64-05	Worker's Compensation Insurance	310.00
	65-01	F.I.C.A.	11,280.00
	66-01	I.P.E.R.S.	13,920.00
<b>Commodities</b>			
101-1061-423.	71-11	Technical Processing Supplies	30,000.00
Services and C	harges		
101-1061-423	81-12	Computer Services	10.000.00
101-1001-423.	81_91	Licenses & Service Contracts	54.000.00
	81-92	Technology services	25.000.00
	89-19	Co-Lab Materials	2.000.00
	89-20	Adult Books	52,500.00
	89-21	Young Adult Books	18.000.00
	89-22	Youth Books	48,000.00
	89-23	Large Print Books	6,000.00
	89-24	Audio	8,000.00
	89-25	Video	41,000.00
	89-26	Non-print Resources	29,000.00
	89-29	Newspapers	2,300.00
	89-31	Periodicals	7,300.00
	89-35	Youth Audio	8,800.00
	89-36	Youth Video	10,500.00
	89-37	Young Adult Audio	2,000.00
	89-38	Young Adult Video	1,000.00
	89-42	Adult E-materials	40.000.00
	80-11	Young Adult E-materials	2 500 00
	00 16	Youth E-materials	6 700 00
	89-40	Library of Things	2 500 00
a	JJ- <del>1</del> /	Elonary of thingo	2,000.00
Capital			
101-1061-423.	92-01	Structures: Book Return	3,500.00
	93-01	Capital Reserve	0.00
TOTAL LIBRAI	RY:		

Item 10.

COMMUNITY DEVELOPMENT:

2,536,440.00

#### ADMINISTRATION

Personal Servi	ces		
101-2205-432.	61-01	Salaries & Wages (Reg)	150,780.00
	61-02	Part-Time	0.00
	61-03	Overtime	1,550.00
	62-01	Payroll Accrual	670.00
	62-02	Severance Accrual	2,450.00
	64-01	Health Insurance Premiums	13,890.00
	64-02	Health Insurance Reimbursements	200.00
	64-03	Life Insurance	460.00
	64-04	Long Term Disability	480.00
	64-05	Worker's Compensation Insurance	320.00
	65-01	F.I.C.A.	9,660.00
	66-01	I.P.E.R.S.	14,230.00
Commodities			
	74.04		960.00
101-2205-432.	71-01	Office Supplies	800.00
	/2-01	Operating Supplies	700.00
	72-11	Books	700.00
	72-19	Printing Supplies	650.00
	72-25	Mileage	480.00
	72-60	Safety Supplies	50.00
	72-99	Postage	500.00
	73-01	Repair & Maintenance	950.00
Services and C	Charges		
101-2205-432	81-12	Computer Services	7,470.00
101 2200 102.	82-01		2,000.00
	83-04	Membership dues	1,000.00
	83-05	Travel	2,500.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	2,130.00
	86-01	Repair & Maintenance	200.00
	86-09	Office Machine Maintenance	750.00
	87-05	Vehicle Maintenance	1.540.00
	88-09	Tourism Office	20.000.00
	88-10	Black Hawk County Health Dept	13,000.00
	88-16	Visitors & Convention Bureau	400.000.00
	88-17	Cedar Falls Band	35,000.00
	88-35	Tourism Administrative	0.00
	88-36	Trail Fund Maintenance/Reserve	40 000.00
	88-38	Cedar Valley Soccer	10,000,00
	88-13	Tourism Marketing Fund	94,000,00
	88-44	Community Center Support	0.00
	88-49	HIS Capital	28.000.00
	00-40		_0,000.000
Capital Outlay			
101-2205-432	03-01	Fauinment	0.00
101-2200-402.	30-01	Equipment	
TOTAL CD/AD	MINISTR	ATION:	
INSPECTION	JERVICE		
Personal Servi	ICES		
404 0005 440	04.04	Solorian & Wagon (Baz)	580 510 00
101-2235-412.	101-01	Salaries & Wayes (Rey)	50 620 00
	01-02	Part-ume	20,000,00
	01-03	Overtime	20,000.00

857,660.00

	62-01	Payroll Accrual	2,610.00
	62-02	Severance Accrual	9,590.00
	64-01	Health Insurance Premiums	101,000.00
	64-02	Health Insurance Reimbursements	1,660.00
	64-03	Life Insurance	1,800.00
	64-04	Long Term Disability	1,850.00
	64-05	Worker's Compensation Insurance	7,580.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	51,170.00
	66-01	I.P.E.R.S.	63,160.00
<b>Commodities</b>			
101-2235-412.	71-01	Office Supplies	1,500.00
	71-07	Code Enforcement Supplies	20,000.00
	72-11	Books, Magazines & Periodicals	3,000.00
	72-16	Tools	500.00
	72-17	Uniforms	1,800.00
	72-19	Printing & Supplies	2,400.00
	72-60	Safety Supplies	1,200.00
	72-99	Postage	2,300.00
101-2235-412	81-01	Professional Services	1 000 00
101 2200 412,	81-12	Computer Services	35.070.00
	82-01	Telephone	7.020.00
	83-04	Membership Dues	2.500.00
	83-05	Travel	5.600.00
	83-06	Education	5,200.00
	84-01	Operating Insurance	3,110.00
	87-05	Vehicle Maintenance	43,670.00
	89-15	Credit Card Charges	20,000.00
a clear			

# Capital Outlay

101-2235-412. 93-01	Equipment
TOTAL INSPECTION SEI	RVICES DIVISION:

# PLANNING & COMMUNITY SERVICES DIVISION

#### Personal Services

101-2245-442.	61-01	Salaries & Wages (Reg)	437,690.00
	61-02	Part-time	2,500.00
	61-03	Overtime	2,000.00
	62-01	Payroll Accrual	1,940.00
1	62-02	Severance Accrual	7,110.00
	64-01	Health Insurance Premiums	35,810.00
	64-02	Health Insurance Reimbursements	1,060.00
	64-03	Life Insurance	1,360.00
1	64-04	Long Term Disability	1,380.00
1	64-05	Worker's Compensation Insurance	920.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	33,810.00
	66-01	I.P.E.R.S.	41,760.00

750.00

1,066,180.00

765,190.00

## **Commodities**

101-2245-442.	71-01 72-01 72-08 72-11 72-19 72-25 72-60	Office Supplies Operating Supplies Film & Processing Books & Magazines Printing Mileage Safety	1,020.00 490.00 500.00 650.00 2,000.00 190.00 150.00
	72-99	Postage	4,800.00
Services and C	harges		
101-2245-442.	81-01 89-86 81-12 81-16 81-18 82-01 83-04 83-05 83-06 84-01 86-01 89-79	Professional Services Consolidation Plan Computer Services Zoning Ordinance INRCOG Telephone Memberships Travel & Meals Education & Training Operating Insurance Repair & Maintenance Single Family Conversion Incentive	$\begin{array}{c} 13,000.00\\ 25,000.00\\ 29,800.00\\ 60,000.00\\ 14,110.00\\ 1,900.00\\ 2,400.00\\ 3,500.00\\ 3,500.00\\ 2,650.00\\ 2,650.00\\ 2,100.00\\ 30,000.00\end{array}$
Capital Outlay			
101-2245-442.	93-01	Equipment	90.00

TOTAL PLANNING & COMMUNITY SERVICES DIVISION:

# CULTURAL SERVICES

Personal Service	ces		
101-2280-423.	61-01	Salaries & Wages (Reg)	71,190.00
	61-50	Coordinators	236,210.00
	61-54	Instructors	35,000.00
	62-01	Payroll Accrual	320.00
	62-02	Severance Accrual	1,160.00
	64-01	Health Insurance Premiums	4,620.00
	64-02	Health Insurance Reimbursements	190.00
	64-03	Life Insurance	220.00
	64-04	Long Term Disability	220.00
	64-05	Worker's Compensation Insurance	680.00
	64-06	Unemployment	420.00
	65-01	F.I.C.A.	24,770.00
	66-01	I.P.E.R.S.	30,570.00
<b>Commodities</b>			
101-2280-423.	71-01	Office Supplies	2,000.00
	72-11	Dues, Books & Magazines	500.00
	72-25	Mileage	100.00
	72-70	Classroom Supplies	8,250.00

582,040.00

	72-71	Gallery Supplies	4,750.00
	72-72	Products for Resale	2,000.00
	72-73	Grounds Supplies	1,600.00
	72-74	Volunteer/Services Supplies	2,500.00
	72-99	Postage	2,000.00
	73-01	Repair & Maintenance	1,000.00
Services and C	harges		
101-2280-423.	81-01	Professional Service Contracts	18,000.00
	81-06	Printing and Publications	7,500.00
	81-12	Computer Services	18,960.00
	81-60	Exhibition fees	4,500.00
	81-61	Promotions	6,000.00
	82-01	Telephone	2,500.00
	83-04	Dues & Memberships	750.00
	83-05	Travel (Food/Mileage/Lodging)	1,800.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	1,680.00
	85-01	Utilities & Heating	15,400.00
	86-01	Repair & Maintenance	3,000.00
	87-05	Vehicle Maintenance	4,080.00
	88-21	Public Art	20,000.00
	89-01	Miscellaneous	500.00
	89-14	Refunds	600.00
	89-15	Credit Card Charges	1,500.00
	89-33	Friends Supported Program	10,000.00
Capital Outlay			
101-2280-423.	92-01	Structures, Improvements & Buildings	30,000.00
	93-01	Equipment	4,000.00
TOTAL CULTU	RAL SER	VICES:	

#### RECREATION SERVICES DIVISION

# Personal Services

101-2253-423.	61-01	Salaries & Wages (Reg)	304,330.00
	61-09	Fitness Coordinator Wages	92,430.00
	61-10	Exercise Maint. Wages	9,000.00
	61-11	Youth Softball/Baseball Wages	10,000.00
	61-12	Camp Wages	60,000.00
	61-14	Front Desk Staff Wages	112,180.00
	61-15	Youth Sports Wages	20,000.00
	61-16	Ballfield Maint. Wages	12,000.00
	61-17	Adult Sports Wages	8,000.00
	61-24	Swim Lesson Wages	38,600.00
	61-25	Adult Exercise Wages	67,000.00
	61-26	Special Program Wages	2,500.00
	61-27	Child Care Wages	12,000.00
	61-30	Indoor Pool Head-Lifeguard Wages	23,500.00
	61-31	Indoor Pool Lifeguard Wages	17,000.00
	61-35	The Falls Manager Wages	12,500.00
	61-36	The Falls Assistant Manager Wages	21,500.00
	61-37	The Falls Lifeguard Wages	164,000.00
	61-39	The Falls Cashier Wages	16,700.00
	61-40	The Falls Concession Wages	42,680.00
	61-41	The Falls Maintenance Wages	24,500.00
	61-42	Aquatic Program Wages	0.00

	62-01 62-02 64-01 64-02 64-03 64-04 64-05 64-06 65-01 66-01	Payroll Accrual Severance Accrual Health Insurance Premiums Health Insurance Reimbursements Life Insurance Long Term Disability Worker's Compensation Insurance Unemployment F.I.C.A. I.P.E.R.S.	$\begin{array}{c} 1,350.00\\ 4,960.00\\ 45,620.00\\ 760.00\\ 930.00\\ 960.00\\ 14,970.00\\ 750.00\\ 79,040.00\\ 101,050.00\end{array}$
Commodities 101-2253-423.	71-01 72-19 72-25 72-28 72-30 72-31	Office Supplies Printing Mileage Camp Supplies Rec Cen. Equip. & Supplies Youth Sports Equipment	9,450.00 2,010.00 200.00 22,000.00 8,000.00 28,000.00
	72-32 72-36 72-38 72-41 72-42 72-44 72-47 72-49 72-49 72-50	Adult Sports Supplies Birthday Party Supplies Staff Shirts The Falls Concessions Swim Lesson Supplies Exercise Equipment Repairs Adult Exercise Equipment Child Care Supplies	12,000.00 500.00 1,500.00 41,000.00 3,000.00 7,000.00 11,000.00 400.00 2,700.00
	73-16 73-17 73-18 73-55	Beach House Supplies The Falls Pool Chemicals Lifeguard Training Supplies Media	1,000.00 34,000.00 1,750.00 2,500.00
Services and C	harges		
101-2233-423.	81-01 81-12 82-01 83-04 83-05 83-06 84-01 85-05 86-30 86-31 87-04 87-05 87-06 89-04 89-06 89-14 89-15	Computer Services Telephone Dues & Memberships Travel (Food/Mileage/Lod) Education Operating Insurance Utilities The Falls Utilities Rec Cen Maint. & Upkeep The Falls Repair & Maint. C.F. Schools' Facilities Vehicle Maintenance Fund Beach House Maintenance Sales Tax Operations (Indoor Pool) Refunds Credit Card Charges	72,390.00 4,000.00 1,200.00 1,500.00 1,500.00 6,420.00 79,200.00 94,600.00 94,600.00 30,000.00 58,000.00 13,240.00 5,000.00 52,000.00 52,000.00

# Capital Outlay

# 101-2253-423. 92-01 Structures, Improvements & Buildings

TOTAL RECREATION SERVICES DIVISION:

0.00

#### PUBLIC WORKS:

ENGINEERING	<b>SERVI</b>	CES DIVISION	
Personal Servi	ces		
101-6625-432.	61-01	Salaries & Wages (Reg)	1,039,580.00
	61-02	Part-Time	55,750.00
	61-03	Overtime	30,000.00
	62-01	Payroll Accrual	4,590.00
	62-02	Severance Accrual	16,950.00
	64-01	Health Insurance Premiums	169,760.00
	64-02	Health Insurance Reimbursements	2,620.00
	64-03	Life Insurance	3,210.00
	64-04	Long Term Disability	3,280.00
	64-05	Worker's Compensation Insurance	14,450.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	84,630.00
	66-01	I.P.E.R.S.	106,250.00
<b>Commodities</b>			
101-6625-432.	71-01	Office Supplies	2,000.00
	71-08	Public Advertising	3,000.00
	72-01	Operating Supplies	500.00
	72-08	Photography	200.00
	72-11	Books, magazines & periodicals	800.00
	72-16	Tools	1,000.00
	72-17	Uniforms	1,000.00
	72-18	Survey	4,500.00
	72-19	Printing & supplies	1,000.00
	72-25	Mileage	200.00
	72-26	Testing & Lab	200.00
	72-60	Safety Supplies	1,800.00
	72-99	Postage	4,000.00
	73-05	Operating Equipment	7,400.00
Services and C	harges		
101-6625-432.	81-12	Computer Services	61,450.00
	81-44	USGS River Gauge	12,500.00
	82-01	Telephone	9,000.00
	83-04	Membership Dues	2,500.00
	83-05	Travel	3,500.00
	83-06	Education & Training	5,500.00
	83-07	Registrations	1,500.00
	84-01	Operating Insurance	5,450.00
	86-01	Operating Equipment	2,500.00
	86-25		50,000.00
	86-29	Lab & Lesting	1,000.00
	87-05	Vehicle Maintenance	40,630.00

# Capital Outlay

101-6625-432. 93-01	Equipment	5,000.00	
TOTAL ENGINEERING S	ERVICES DIVISION:		1,759,200.00

## CEMETERY SECTION

#### Item 10.

Personal Serv	/ices			
101-6613-433	. 61-01	Salaries & Wages (Reg)	190,720.00	
	61-02	Part-time	51,070.00	
	61-03	Overtime	3,500.00	
	62-01	Payroll Accrual	850.00	
	62-02	Severance Accrual	3,110.00	
	64-01	Health Insurance Premiums	42,360.00	
	64-02	Health Insurance Reimbursements	590.00	
	64-03	Life Insurance	590.00	
	64-04	Long Term Disability	600.00	
	64-05	Worker's Compensation Insurance	4,560.00	
	64-06		19 770 00	
	65-01		22 150 00	
	66-01	I.P.E.R.S.	23,150.00	
Commodities				
101-6613-433	6. 72-01	Operating Supplies	15,000.00	
Services and	Charges			
101-6613-433	. 81-12	Computer Services	13,440.00	
	82-01	Telephone	1,000.00	
	84-01	Operating Insurance	1,190.00	
	85-01	Utilities	9,500.00	
	86-01	Repair & Maintenance	1,000.00	
	87-05	Vehicle Maintenance	15,940.00	
Capital Outlay	1			
101-6613-433	. 92-01	Structures, Improve. & Buildings, Road Improve., Signs	1,000.00	
TOTAL CEME	ETERY SE	CTION:		397,940.00
GOLF SECTI	ON			
Services and	Charges			
101-6623-423	81-12	Computer Services	630.00	
101 0010 110	82-01	Telephone	1,750.00	
	84-01	Operating Insurance	60.00	
	85-01	Utilities	18,000.00	
	86-01	Repair & Maintenance	5,000.00	
	87-05	Vehicle Maintenance	9,720.00	
TOTAL GOLF	SECTION	N:		35,160.00
	<b></b>			
PARK SECTION	ON			
Personal Serv	<u>ices</u>			
101-6633-423	61-01	Salaries & Wages (Reg)	387,870.00	
	61-02	Part-time	365,000.00	¥1
	61-03	Overtime	5,000.00	
	62-01	Payroll Accrual	1,720.00	
	62-02	Severance Accrual	6,320.00	
	64-01	Health Insurance Premiums	54,870.00	
	64-02	Health Insurance Reimbursements	1,140.00	

1,190.00

1,220.00

7,860.00

26,410.00

52,800.00

<b>Commodities</b>				
101-6633-423.	71-01 72-01	General Office Supplies Operating Supplies	500.00 131,410.00	
Services and C	harges			
101-6633-423.	81-01 81-12	Contracts Computer Services	19,000.00 46,460.00	
	82-01 83-04 83-05	Telephone Membership Dues Travel	3,850.00 700.00 720.00	
	83-06 84-01	Education & Training Operating Insurance	2,540.00 4,120.00	
	85-01 86-01 87-05	Utilities Repair & Maintenance Vehicle Maintenance	34,000.00 11,000.00 438,890.00	
Capital Outlay				
101-6633-423.	92-01 93-01	Structures, Improvements & Buildings Equipment	129,000.00 9,000.00	
TOTAL PARK	SECTION			1,814,130.00
PUBLIC BUILD	INGS:			
Personal Service	ces			
101-0010-440.	61-02 61-03 62-01 62-02 64-01 64-02 64-03 64-04 64-05 64-06 65-01 66-01	Part-time Overtime Payroll Accrual Severance Accrual Health Insurance Premiums Health Insurance Reimbursements Life Insurance Long Term Disability Worker's Compensation Insurance Unemployment F.I.C.A.	0.00 780.00 450.00 1,640.00 15,980.00 290.00 310.00 320.00 2,020.00 0.00 7,750.00 9 550.00	
Commodities	00-01	J.F. L.IN.U.	3,000.00	

66-01

I.P.E.R.S.

71,540.00

Capital Outlay				
101-6616-446. 9	93-01	Equipment	202,000.00	
TOTAL PUBLIC	BUILDIN	GS SECTION:		1,005,960.00
FIRE DEPARTM	ENT			
Personal Service	s			
101-4511-414. 6	61-01	Salaries & Wages (Reg)	2,561,520.00	
6	61-02	Part-time	0.00	
6	61-03	Overtime	30,000.00	
6	51-78	Part-time - POC/PSO Program	17,000.00	
6	52-01	Payroll Accrual	11,380.00	
6	52-02	Severance Accrual	41,940.00	
6	64-01	Health Insurance Premiums	290,150.00	
6	04-UZ		5,240.00	
0	04-03	Line Insurance	4,300.00	
0	04-04 06	Long Term Disability	22 / 30 00	
0	04-00 25.01		22,430.00	
0	00-01		14 610 00	
0	10-01	I.F.E.N.S.	14,010.00	
<u>Commodities</u>				
101-4511-414, 7	71-01	Office Supplies	3,500.00	
7	2-02	Laundry	500.00	
7	/2-04	SCBA Supplies	12,000.00	
7	2-07	EMS/Rescue Supplies	7,000.00	
7	2-08	Camera/Photo	500.00	
7	2-09	Equipment Repair	10,000.00	
7	2-10	Fire Prevention	7,000.00	
7	/2-11	Dues, Books & Magazines	4,500.00	
7	/2-19	Printing	3,000.00	
/	2-20	Firefighter Equipment Supplies	30,000.00	
7	2-23	Radio Fees & MDC fees	13,000.00	
7	2-11	Volunteer Recruiting & Supplies	5,000.00	
7	2-78	Fire investigations	2 500.00	
7	2-99	Postage Dermiter (Euroichinge	3,500.00	
7	2.06	Building Ponsir	5,000,00	
7	3-00 73-10	Headquarter Supplies	6,000,00	
,	3-10		0,000.00	
Services and Cha	arges			
101-4511-414. 8	31-12	Computer Services	137,440.00	
8	31-46	Emergency Management Agency	53,420.00	
8	31-71	Consolidated Dispatch	174,390.00	
8	81-75	NIRG	19,630.00	
8	32-01	Telephone	10,400.00	
8	33-05	Travel (Food/Mileage/Lodging)	15,500.00	
8	33-06	Education & Training	19,000.00	
8	34-01	Operating Insurance	12,200.00	
8	35-01	Utilities & Heating	80,000.00	
8	36-01	Repair & Maintenance	7,000.00	
8	56-50	Service Contract	9,000.00	

Maintenance & Upkeep

Vehicle Maintenance

Civil Defense Siren Repair

86-30

86-70

87-05

56

6,000.00

3,000.00 24,880.00

	87-05	Vehicle Maintenance	142,420.00	
	89-40	Uniform Allowance	30,000.00	
Capital Outlay				
101-4511-414.	93-01	Equipment	21,000.00	
TOTAL FIRE D	DEPARTM	IENT:		3,933,340.00
POLICE DEPA	RTMENT			
Personal Servi	ces			
101-5521-415.	61-01	Salaries & Wages (Reg)	3,987,661.00	
	61-02	Part-time	102,270.00	
	61-03	Overtime - Regular	56,000.00	
	61-05	Comm. Service Officers	117,420.00	
	61-70	Overtime - Holiday	14,000.00	
	61-77	Reserve-External	10,000.00	
	61-78	Reserve - Paid On-Call Program	59,339.00	
	62-01	Payroll Accrual	17,860.00	
	62-02	Severance Accrual	65,770.00	
	64-01	Health Insurance Premiums	516,870.00	
	64-02	Health Insurance Reimbursements	9,030.00	
	64-03	Life Insurance	3,560.00	
	64-04	Long Term Disability	12,950.00	
	65-01	F.I.C.A.	142,540.00	
	66-01	I.P.E.R.S.	32,260.00	
Commodities				
101-5521-415.	71-01	Office Supplies	6,500.00	
	71-04	Tickets	2,000.00	
	71-05	Advertising & Notices	400.00	
	71-07	Code Enforcement	7,000.00	
	72-01	Operating Supplies	27,000.00	
	72-08	Photo & Identification	11,000.00	
	72-11	Magazines & Subscriptions	2,500.00	
	72-19	Printing	6,000.00	
	72-20	Officers' Equipment	42,000.00	
	72-21	Community Service Projects	3,500.00	
	72-23	Radio Fees & MDC fees	30,000.00	
	72-24	Ammunition	30,000.00	
	72-29	MIRT Equipment	5,000.00	
	72-33	Police Auxiliary Program	6,000.00	
	72-34	Community Srvc. Officer Program	2.500.00	
	72-99	Postage	2,400.00	
Services and C	Charges	- -		
101-5521-425	81-20	Humane Society	123 000 00	
	0120		.20,000.00	

57

2,000.00

10,000.00

2,500.00

275,250.00

81-21

81-12

81-58

81-70

81-71

82-01

83-04

83-05

83-06

83-08

101-5521-415. 81-01

After Hours Animal Control Professional Services

Witness fees/Subpoenas

**Consolidated Dispatch** 

Dues & Memberships

**Education & Training** 

Travel (Food/Mileage/Lodging)

**Computer Services** 

**Contract Services** 

Telephone

Academy

	84-01	Operating Insurance	19,550.00	
	85-01	Utilities	58,300.00	
	86-05	Equipment Repairs	10,000.00	
	86-06	Weapon Maintenance	1,500.00	
	87-05	Vehicle Maintenance	334,470.00	
	89-40	Uniform Allowance	33,000.00	
	89-43	Buy Money	1,000.00	
Capital Outlay				
101-5521-415.	93-01	Equipment	55,750.00	
TOTAL POLIC	E DEPART	MENT:		6,720,330.00
TOTAL GENERAL FUND:				29,702,430.00

TOTAL	. GENERAL	FUND:
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# OTHER FUNDS

# CABLE TELEVISION FUND

#### Personal Services

254-1088-431.	61-01	Salaries & Wages (Reg)	221,280.00
	61-02	Part-time	26,430.00
	61-03	Overtime	1,000.00
	62-01	Payroll Accrual	970.00
	62-02	Severance Accrual	3,610.00
	64-01	Health Insurance Premiums	40,980.00
	64-02	Health Insurance Reimbursements	570.00
	64-03	Life Insurance	690.00
	64-04	Long Term Disability	700.00
	64-05	Worker's Compensation Insurance	790.00
	65-01	F.I.C.A.	18,950.00
	66-01	I.P.E.R.S.	23,390.00
<b>Commodities</b>			
254-1088-431	71-05	Advertising	0.00
	72-01	Operating Supplies	6,000.00
	72-11	Dues, books, magazines	3,000.00
	73-01	Repair & Maintenance Supplies	3,000.00
Services and (	Charges		
254-1088-431	81-12	Computer Services	25,270.00
	81-37	Legal Services	5,000.00
	82-01	Telephone	1,300.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	500.00
	84-01	Operating Insurance	6,370.00
	86-01	Repair & Maintenance	5,000.00
	87-05	Vehicle Maintenance Fund	14,090.00
	89-18	Community Programming	35,500.00
Capital Outlay			
254-1088-431	92-01	Structures, Improvements & Buildings	0.00
	93-01	Equipment	215,000.00

19

Item 10.

#### <u>Transfers</u> 254-1088-481. 50-01 General Fund Transfer

#### TOTAL CABLE TELEVISION FUND:

#### DATA PROCESSING FUND

Personal Servi	ces		
606-1078-441.	61-01	Salaries & Wages (Reg)	396,060.00
	61-02	Part-Time	38,030.00
	61-03	Overtime	210.00
	62-01	Payroll Accrual	1,750.00
	62-02	Severance Accrual	6,450.00
	64-01	Health Insurance Premiums	59,260.00
	64-02	Health Insurance Reimbursements	950.00
	64-03	Life Insurance	1,220.00
	64-04	Long Term Disability	1,250.00
	64-05	Worker's Compensation Insurance	2,330.00
	65-01	F.I.C.A.	33,240.00
	66-01	I.P.E.R.S.	41,000.00
Commodities			
606-1078-441.	71-01	Office Supplies	8,500.00
	72-01	Operating Supplies	3,500.00
Services and C	harges		
606-1078-441.	81-01	Professional Services	1,000.00
	81-40	Public Information Program: Currents	32,500.00
	81-41	EGOV	30,000.00
	81-42	CJIS Operations & System Expansion	26,250.00
	81-43	Library Computer Services	35,000.00
	81-70	Contract Services	35,000.00
	82-01	Telephone	6,000.00
	82-30	Fiber Optics	53,600.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	6,000.00
	84-01	Operating Insurance	12,190.00
	86-01	Repair Maintenance	25,000.00
	86-10	Software Support Agreements	210,000.00
Capital Outlay			
606-1078-441.	93-01	Equipment	1,855,680.00

#### TOTAL DATA PROCESSING FUND:

#### PARKING FUND

#### Personal Services 72,930.00 258-5531-435. 61-01 Salaries & Wages (Reg) 115,290.00 61-02 Part-time 320.00 62-01 **Payroll Accrual** 62-02 Severance Accrual 1,200.00 16,860.00 64-01 Health Insurance 250.00 64-02 Health Insurance Reimbursement

694,730.00

2,923,470.00

59

429,280.00

64-03	Life Insurance	230.00
64-04	Long Term Disability	230.00
64-05	Worker's Compensation Insurance	1,850.00
65-01	F.I.C.A.	14,400.00
66-01	I.P.E.R.S.	17,770.00
<b>Commodities</b>		
258-5531-435, 71-01	Office Supplies	800.00
71-04	Ticket Envelopes	3,000.00
72-01	Operating Supplies	6,000.00
72-17	' Uniforms	500.00
72-99	Postage	500.00
73-21	Parking Meter Repairs	1,000.00
Services and Charge	<u>S</u>	
258-5531-435. 81-12	Computer Services	15,280.00
81-22	Consultant - Parking Study	71,300.00
81-48	Contract Services	49,150.00
82-01	Telephone	1,700.00
84-01	Operating Insurance	4,690.00
86-01	Repair & Maintenance	500.00
87-05	Vehicle Maintenance Fund	2,890.00
Capital Outlay		
258-5531-435. 92-01	Structures, Improvements & Buildings	0.00
258-5531-435 93-01	Equipment	0.00
<u>Transfers</u>		00.040.00
258-5531-485. 50-01	Transfers to General Fund	30,640.00
TO TAL PARKING FL	IND:	

#### COMMUNITY CENTER AND SENIOR SERVICES FUND

Personal Services		
262-1092-423. 61-02	Part-Time	37,950.00
64-05	Worker's Compensation	560.00
65-01	FICA	2,900.00
66-01	IPERS	3,580.00
Commodities		
262-1092-423. 71-01	Office Supplies	700.00
72-01	Operating Supplies	2,400.00
72-19	Printing	300.00
72-99	Postage	600.00
73-54	Promotional Materials	400.00
Services and Charges		
262-1092-423 81-12	Computer Services	3,230.00
82-01	Telephone	750.00
84-01	Insurance	1,010.00
85-01	Utilities	16,500.00
86-01	Repairs & Maintenance	4,000.00
87-01	Contract Rentals	8,000.00
89-08	Trips Buses	11,000.00

Item 10.

Capital Outlay 262-1092-423.	93-01	Equipment	500.00	
<u>Transfers</u> 262-1092-483.	50-01	Transfer to General Fund	17,370.00	
TOTAL COMM	UNITY CE	NTER & SENIOR SERVICES FUND:		111,750.00
VEHICLE REP	LACEMEN	T FUND		
Capital Outlay 685-6698-446.	93-01	Equipment	459,000.00	
TOTAL VEHIC	LE REPLA	CEMENT FUND:		459,000.00
HOSPITAL FU	ND			
0				
Services and C	narges		0.00	
215-1230-421.	88-45 89-45	Community Health Care Program Farm Taxes	0.00 15,000.00	
Capital Outlay				
215-1230-421.	92-01	Structures, Improvements & Buildings	0.00	
TOTAL HOSPI	TAL FUND	):		15,000.00
TRUST AND A	GENCY FL	JND		
292-5521-415.	53-01	Police Retirement	946,000.00	
292-5521-415.	54-01	Police Work Comp	77,790.00	
293-4511-414.	53-02	Fire Retirement	578,010.00	
293-4511-414.	54-02	Fire Work Comp	87,060.00	
Transfers				
724-0000-487.	50-01	Transfers to General Fund	2,767,310.00	
724-0000-487.	50-03	Transfers to S.S.M.I.D downtown	48,880.00	
724-0000-487.	50-06	Transfers to S.S.M.I.D college hill	23,930.00	
TOTAL TRUST	AND AGE			4,528,980.00
DEBT SERVIC	E FUND			
311-1801-468.	41-37	2012 Sewer Financing Principal	855,000.00	
	41-38	2016 Sewer Bonds Principal	600,000.00	
	41-67	2016 GO Bonds	275,000.00	
	41-36	Sewer SRF Loan/Princ.	339,000.00	
	41-39	2018 Sewer Bonds	210,000.00	
	41-68	2018 GO Bonds	280,000.00	
	41-40	2018 Stormwater Bonds Principal	90,000.00	
	41-69	2020 GO Bonds	340,000.00	
	42-37	2012 Sewer Financing Interest	134,480.00	
	42-38	2016 Sewer Bonds Interest	76,300.00	
	42-67	2016 GO Bonds/Interest	22,600.00	
	42-36	Sewer SRF Loan/Interest	142,740.00	
	42-39	2018 Sewer Bonds/Interest	03,900.00	
	42-40	ZUTO Stormwater Donus Interest	27,200.00	

7,083,210.00

 42-68
 2018 GO Bonds/Interest
 84,850.00

 42-69
 2020 GO Bonds Interest
 59,300.00

 311-1801-481. 50-00
 TIF Transfers
 3,482,790.00

#### TOTAL DEBT SERVICE FUND:

GENERAL OBLIGATION BOND FUND

Capital Outlay

439-1220-431. 94	4-55 (	Camera's	20,000.00
95	5-48 E	Bunker Gear	45,000.00
95	5-70 1	Trail Oversizing	20,000.00
95	5-73 \$	Sidewalk Reconstruction Program	75,000.00
98	3-23 (	Greenhill Rd & South Main Intersection	250,000.00
98	3-24	Annual Street Repair-Amenities	60,000.00
98	3-87 \$	Slope Repair	205,000.00
98	3-83 (	Cedar Heights Drive	2,190,000.00
98	3-45 N	Main Street	1,500,000.00
98	3-43 (	Cedar River Project	3,930,000.00
98	3-80 I	nfrastructure Oversizing	50,000.00
98	3-96 F	Financial System	300,000.00
98	3-97 F	Pedestrian Bridge	75,000.00
98	3-98 k	Katowski Box Culvert	40,000.00
98	3-13 \	West 23rd	50,000.00

#### TOTAL GENERAL OBLIGATION BOND FUND:

TIF BOND FUN	ID
430-1220-431.	91-

-431.	91-10	Industrial Park Expansion		3,000,000.00
	92-54	Downtown Streetscape		200,000.00
	94-29	College Hill Maintenance & Improvements		5,000.00
	97-53	W. 22nd St. Realignment & Expansion		25,000.00
	97-70	Viking Road Reconstruction		3,925,000.00
	95-76	Downtown Maintenance & Improvements	F.	10,000.00
	97-79	Ridgeway Ave. Reconstruction		1,965,000.00
	97-80	Northern Industrial Park Insurance & Maintenance		30,000.00
	97-81	Industrial Park Land Acquisition		1,500,000.00
	92-10	Olive Street Box Culvert		800,000.00
	89-02	Annual Rebates		1,591,710.00
	97-67	Downtown Parking Lot Improvements		300,000.00
	97-50	Downtown Parking Ramp Study		100,000.00
	97-55	Gibson Property Development		1,075,000.00
	98-89	Intersection Improvements		952,500.00
	98-45	Main Street		500,000.00

23

#### TOTAL TIF BOND FUND:

#### STREET REPAIR FUND

15,979,210.00

62

8,810,000.00

#### Capital Outlay 242-1240

-431.	92-44	Street Reconstruction	1,775,000.00
	92-46	Street Restoration	1,775,000.00
	92-51	Seal Coat	100,000.00
	92-84	Cedar Heights Drive	1,397,500.00
	95-13	Greenhill Rd. & South Main	1,700,000.00
	92-94	Hudson Rd. Bridge Deck	600,000.00
	98-89	Intersection Improvements	525,000.00
	98-45	Main St.	1,088,000.00
	92-92	West 22nd St. Expansion	400,000.00
	92-93	West 27th St.	1,118,000.00

TOTAL STREET REPAIR FUND:

# 10,478,500.00

8,003,490.00

### CAPITAL PROJECTS FUND

# Capital Outlay

443-1220-431.	50-01	Design/Construction/Inspection	400,000.00
	94-16	City Hall Repurpose & Remodel	2,316,380.00
	94-90	Downtown TIF-SSMD Reimbursement	235,870.00
	98-03	Code Enforcement, Property Clean-up, Condemnation	45,000.00
	95-33	Cedar River Dam Improvements	75,000.00
	98-35	Northern Cedar Falls Landscaping Improvements	25,000.00
	98-77	Center St. Improvements	375,500.00
	98-90	College Hill TIF SSMID Reimbursement	3,110.00
	98-07	Door Lock System	50,400.00
	98-43	Cedar River Recreational Improvements	1,000,000.00
	98-96	Financial System Transfers	800,000.00
	98-95	Park & Public Land Master Plan	75,000.00
	50-07	TIF Transfers	2,502,230.00
	94-95	Trail Maintenance	50,000.00
	98-44	Trail Reconstruction	50,000.00

#### TOTAL CAPITAL PROJECTS FUNDS:

#### **BLOCK GRANT FUND**

#### Personal Services

223-2224-432.	61-01	Salaries & Wages (Reg)-PPM	4,770.00
	61-02	Part-Time	1,310.00
	62-01	Payroll Accrual-PPM	20.00
	62-02	Severance Accrual-PPM	80.00
	64-01	Health Insurance Premiums-PPM	460.00
	64-02	Health Insurance Reimbursements-PPM	10.00
	64-03	Life Insurance-PPM	20.00
	64-04	Long Term Disability-PPM	20.00
	64-05	Worker's Compensation Insurance-PPM	10.00
	65-01	F.I.C.APPM	470.00
	66-01	I.P.E.R.SPPM	570.00
<b>Commodities</b>			
223-2224-432.	71-01	Office Supplies	100.00
	72-01	Operating Supplies	150.00

3-2224-432.	71-01	Office Supplies	100.00
	72-01	Operating Supplies	150.00
	72-11	Books, Magazines & Dues	100.00

	72-19	Printing	200.00
	72-25	Mileage	50.00
	72-99	Postage	150.00
Services and C	charges		
223-2224-432.	81-01	Contracted Services	31,500.00
	81-12	Computer Services	20,300.00
	82-01	Telephone	300.00
	83-05	Travel (Food/Mileage/Lodging)	1,000.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	170.00
	86-01	Equipment Maintenance	160.00
Personal Servi	ces		
223-2234-432	61-02	Salaries & Wages	1,550.00
	62-01	Pavroll Accrual - HR	0.00
	62-02	Severance Accrual - HR	0.00
	64-01	Health Insurance Premiums - HR	0.00
	64-02	Health Insurance Reimbursements - HR	0.00
	64-03	Life Insurance - HR	0.00
	64-04	Long Term Disability - HR	0.00
	64-05	Worker's Compensation Insurance - HR	0.00
	65-01	F.I.C.A - HR	120.00
	66-01	I.P.E.R.S HR	150.00
Services and C	harges		
223-2234-432.	81-01	Contracted Services	53,000.00
	89-50	Housing Rehabilitation	149,510.00
	89-60	Service Agencies	40,960.00
Capital Outlay			
222.2234_432	08-66	Sidewalk Infill	0.00
220-2204-402.	30-00		0.00
TOTAL BLOCK	( GRANT I	FUND:	
HOUSING VO	UCHERS I	FUND	
Personal Servi	ces		
217-2214-432	61-01	Salaries & Wages (Reg)	69.330.00
	61-02	Part-Time	63,180.00
	61-03	Overtime	1,040.00
	62-01	Pavroll Accrual	310.00
	62-02	Severance Accrual	1,130.00
	64-01	Health Insurance Premiums	5,080.00
	64-02	Health Insurance Reimbursements	200.00
	64-03	Life Insurance	220.00
	64-04	Long Term Disability	220.00
	64-05	Worker's Compensation Insurance	280.00
	65-01	F.I.C.A.	10,220.00
	66-01	I.P.E.R.S.	12,600.00

#### **Commodities**

217-2214-432. 71-0	1 Office Supplies	300.00
72-0	1 Operating Supplies	440.00
72-1	1 Books, Magazines & Dues	700.00
72-2	5 Mileage	100.00
72-9	9 Postage	1,500.00
Services and Charge	es	

# 217-2214-432. 81-01 Professional Services 17,500.00

308,210.00

64

1,433,730.00

81-12	Computer Services	51,500.00
82-01	Telephone	700.00
83-05	Travel (Food/Mileage/Lodging)	1,000.00
83-06	Education & Training	1,000.00
84-01	Operating Insurance	6,680.00
89-61	Housing Assistance - Occupied	1,173,000.00
89-63	Housing Assistance - Damages	8,000.00
89-65	Administrative Fee Due Others	2,500.00
89-86	Consolidated Plan	5,000.00

TOTAL HOUSING VOUCHERS FUND:

#### **VISITORS & TOURISM FUND**

Personal Servi	ces	74	
261-2291-423.	61-01	Salaries & Wages (Reg)	150,620.00
	61-02	Part-time	110,090.00
	62-01	Payroll Accrual	670.00
	62-02	Severance Accrual	2,460.00
	64-01	Health Insurance Premium	27,330.00
	64-02	Health Insurance Reimbursement	380.00
	64-03	Life	· 460.00
	64-04	Long Term Disability	480.00
	64-05	Worker's Compensation Insurance	3,820.00
	65-01	F.I.C.A.	19,940.00
	66-01	I.P.E.R.S.	24,610.00
<b>Commodities</b>			
261-2291-423.	71-01	Office Supplies	1,000.00
	72-01	Operating Supplies	1,000.00
	72-99	Postage	10,000.00
	73-52	Brochures and Publications	14,000.00
	73-53	Internet Design	19,000.00
	73-54	Promotional Items	1,000.00
	73-55	Media	55,880.00
	73-56	Research & Special Projects	2,500.00
	73-57	Gift Shop	3,000.00
Services and C	harges		
261-2291-423.	81-12	Computer Services	30,740.00
	82-01	Telephone	2,700.00
	83-04	Dues & Memberships	3,000.00
	83-05	Travel	6,000.00
	83-06	Education	3,000.00
	83-07	Registration	4,000.00
	84-01	Insurance	8,650.00
	85-01	Utilities	13,500.00
	85-20	Internet Service	0.00
	85-21	Copier Lease & Use	1,000.00
	85-23	Building Maintenance	500.00
	85-50	Community Awareness	3,000.00
	85-51	Events, Bids, & Sponsorships	7,000.00
	85-52	Grants	59,000.00
	87-05	Vehicle Maintenance Fund	1,800.00
	88-43	Comm. Betterment Grants	18,250.00
	88-47	Economic Development Grants	46,750.00

728,930.00

490,000.00

Capital Outlay 261-2291-423.	92-01 93-01	Structures, Improve. & Buildings Equipment	65,000.00 2,200.00
<u>Transfers</u> 261-2291-483.	50-01	Transfers to General Fund	4,600.00
TOTAL VISITO	RS & TOL	JRISM FUND:	
	DEVELOP	MENT CAPITAL RESERVES FUND	
Capital Outlay 295-2253-423. 296-6623-423. 297-2253-423. 298-2280-423.	92-01 92-01 92-01 92-01	Structures, Improve. & Bldg-Softball Structures, Improve. & Bldg-Golf Structures, Improve. & Bldg-Rec. Ctr. Structures, Improve. & Bldg-Hearst Center	3,000.00 70,000.00 392,000.00 25,000.00
TOTAL COMM	UNITY DE	VELOPMENT CAPITAL RESERVES FUND:	
	D		
ADMINISTRAT	ION		
Personal Servic 551-6675-436.	ces         61-01         62-01         62-02         64-01         64-02         64-03         64-04         64-05         65-01         66-01	Salaries & Wages (Reg) Part-time Payroll Accrual Severance Accrual Health Insurance Premiums Health Insurance Reimbursements Life Insurance Long Term Disability Worker's Compensation Insurance F.I.C.A. I.P.E.R.S.	289,830.00 28,020.00 1,280.00 4,720.00 36,430.00 510.00 880.00 910.00 670.00 22,890.00 30,010.00
<u>Commodities</u> 551-6675-436.	71-01 71-06	Office Supplies Office Equipment Supplies	1,000.00 500.00

551-0075-450, 71-01		1,000.00
71-06	Office Equipment Supplies	500.00
72-01	Operating Supplies	500.00
72-11	Books	500.00
72-19	Printing & Supplies	500.00
72-60	Safety Supplies	100.00
72-99	Postage	1,000.00
Services and Charges		
551-6675-436. 81-12	Computer Services	15,240.00
82-01	Telephone	2,500.00
83-04	Membership Dues	200.00
83-05	Travel	250.00
83-06	Education	350.00
84-01	Operating Insurance	6,400.00
86-01	Repair & Maintenance	500.00
86-09	Office Equipment Maintenance	750.00
87-05	Vehicle Maintenance Fund	7,000.00

453,440.00

#### TOTAL ADMINISTRATION:

#### O & M REFUSE SECTION

Personal Services		
551-6685-436. 61-01	Salaries & Wages (Reg)	407,370.00
61-02	Part-time	381,330.00
61-03	Overtime	11,330.00
62-01	Payroll Accrual	2,470.00
62-02	Severance Accrual	6,640.00
64-01	Health Insurance Premiums	95,650.00
64-02	Health Insurance Reimbursements	1,330.00
64-03	Life Insurance	1,250.00
64-04	Long Term Disability	1,280.00
64-05	Worker's Compensation Insurance	28,260.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	59,550.00
66-01	I.P.E.R.S.	73,480.00
<b>Commodities</b>		
551-6685-436. 71-01	Office Supplies	1,190.00
71-05	Advertising	1,570.00
71-06	Office Equipment Supplies	590.00
72-01	Operating Supplies	9,500.00
72-11	Books, Magazines & Periodicals	250.00
72-16	Tools	1,070.00
72-17	Uniforms	2,500.00
72-19	Printing & Supplies	1,670.00
72-54	Building	7,130.00
72-56	Flood Control	1,900.00
72-60	Safety Supplies	4,200.00
72-64	Automated Carts	49,850.00
72-66	Dumpster Replacements	6,000.00
72-99	Postage	1,570.00
73-01	Repair & Maintenance Supplies	4,000.00
73-05	Operating Equipment	11,000.00
73-06	Building & Grounds	3,350.00
Services and Charges		
551-6685-436. 81-12	Computer Services	93,810.00
81-51	Post Employment Physicals	600.00
81-52	Drug Testing	2,000.00
82-01	Telephone	1,600.00
83-04	Membership Dues	400.00
83-05	Travel	760.00
83-06	Education	1,000.00
84-01	Operating Insurance	22,780.00
85-01	Utilities & Heating	48,000.00
86-01	Operating Equipment	1,600.00
86-09	Office Equipment	300.00
86-12	Towels	300.00
86-34	Billing & Collecting	70,330.00
86-35	Services/Scales	7,000.00
86-36	Transfer Station Maintenance	20,000.00
86-37	Refuse Cart Tracking Software/Elect	3,000.00
87-02	Material Disposal/Handling	659,000.00

551-6685-426.	89-81 81-20	Cafeteria & Benefits Plan Disposal of Dead Animals	4,000.00 7,000.00	
Capital Outlay 551-6685-436. 551-6685-436.	92-01 93-01	Structures, Improv., Buildings Equipment	50,000.00 295,000.00	
<u>Transfers</u> 551-6685-486.	50-01	Transfers to General Fund	192,810.00	
TOTAL O & M	REFUSE	SECTION:		3,063,430.00
TOTAL REFUS	SE FUND:			3,516,870.00
STORM WATE	ER FUND			
Personal Servi 555-6630-432.	ces           61-01           61-03           62-01           62-02           64-01           64-03           64-04	Salaries & Wages (Reg) Part-Time Overtime Payroll Accrual Severance Accrual Health Insurance Premiums Health Insurance Reimbursements Life Insurance Long Term Disability	240,970.00 2,000.00 3,000.00 1,070.00 3,920.00 38,790.00 670.00 750.00 760.00	
	64-05 65-01 66-01	Worker's Compensation Insurance F.I.C.A. I.P.E.R.S.	5,890.00 18,660.00 23,020.00	
<u>Commodities</u> 555-6630-432.	72-01 72-08 72-26 73-34	Operating Supplies Photography Supplies Testing & Labs Storm Sewers	2,500.00 300.00 2,000.00 22,000.00	
Services and 0 555-6630-432.	Charges         81-12         81-40         82-01         83-04         83-05         83-06         84-01         86-20         86-26         86-34	Computer Services Public Information Telephone Membership Dues Travel Education & Training Insurance Repair Maintenance Storm Sewers ARC Map Modeling Billing & Collecting	37,670.00 5,000.00 1,000.00 5,200.00 1,000.00 2,500.00 7,230.00 5,000.00 25,000.00 5,000.00 70,330.00	
Capital Outlay 555-6630-432.	92-01	Structures, Improve. & Bldgs.	1,230,000.00	
<u>Transfers</u> 555-6630-432.	50-01	Transfers to General Fund	152,390.00	

87-03

87-05

89-04

**Equipment Rental** 

Sales Tax

Vehicle Maintenance Fund

68

2,000.00

3,000.00

399,860.00

1,913,620.00

## SEWER RENTAL FUND

## O & M SEWER SECTION

Personal Services		
552-6655-436. 61-01	Salaries & Wages (Reg)	292,840.00
61-02	Part-time	24,700.00
61-03	Overtime	1,000.00
62-01	Payroll Accrual	1,300.00
62-02	Severance Accrual	4,780.00
64-01	Health Insurance Premiums	55,190.00
64-02	Health Insurance Reimbursements	890.00
64-03	Life Insurance	910.00
64-04	Long Term Disability	920.00
64-05	Worker's Compensation Insurance	8,210.00
65-01	F.I.C.A.	24,290.00
66-01	I.P.E.R.S.	29,980.00
Commodities		
552-6655-436, 71-01	Office Supplies	200.00
71-06	Office Equipment Supplies	200.00
72-01	Operating Supplies	3,000.00
72-16	Tools	1,000.00
72-17	Uniforms	800.00
72-19	Printing	100.00
72-53	TV Equipment	14,000.00
72-54	Building	2,500.00
72-56	Flood Control	2,000.00
72-60	Safety Supplies	3,000.00
72-99	Postage	200.00
73-05	Operating Equipment	6,000.00
73-06	Building & Grounds	6,000.00
73-13	Sanitary Sewers	25,000.00
73-19	Barricades & Flashers	1,200.00
73-27	Iowa One Call	5,500.00
Services and Charges		
552-6655-436. 81-12	Computer Services	45,770.00
82-01	Telephone	2,500.00
83-04	Membership Dues	600.00
83-05	Travel	500.00
83-06	Education	1,500.00
84-01	Operating Insurance	9,220.00
85-01	Utilities	185,000.00
86-01	Repairs & Maintenance	3,000.00
86-09	Office Equipment	200.00
86-12	Towels	500.00
86-13	Sanitary Sewers	25,000.00
86-18	Sanitary Sewers root control	25,000.00
87-03	Equipment	4,000.00
87-05	Vehicle Maintenance Fund	12,200.00
Capital Outlay		0.10.000.00
552-6655-436. 92-01	Structures, Improvements & Buildings	640,000.00

69

Item 10.

<u>Transfers</u> 552-6655-486.	50-01	Transfers to General Fund	7,560.00		
TOTAL O & M	TOTAL O & M SEWER SECTION:				
SEWER REVE		ID FUND			
Capital Outlay 545-6655-436.	96-85 92-53 96-86 96-87	W. 27th Sanitary Sewer W. 1st St. Hudson Road Lining Sewer Collection System Expansion Study	0.00 0.00 0.00 0.00		
TOTAL SEWE	R REVEN	UE BOND FUND:		0.00	
WATER RECL	AMATION				
Personal Servi	CAS				
Personal Servi 552-6665-436.	<u>ces</u> 61-01 61-02 62-01 62-02 64-01 64-02 64-03 64-04 64-05 65-01	Salaries & Wages (Reg) Part-Time Overtime Payroll Accrual Severance Accrual Health Insurance Premiums Health Insurance Reimbursements Life Insurance Long Term Disability Worker's Compensation Insurance	708,620.00 41,440.00 15,000.00 3,130.00 11,530.00 132,230.00 2,090.00 2,170.00 2,230.00 14,140.00 57,270.00		
	66-01	I.P.E.R.S.	70,680.00		
<u>Commodities</u> 552-6665-436.	71-01 71-06 72-05 72-11 72-16 72-17 72-19 72-26 72-60 72-67 72-68 72-99 73-05 73-06 73-36	Office Supplies Office Equipment Supplies Fuel for Generator Books, Magazines & Periodicals Tools Uniforms Printing & Supplies Testing & Lab Safety Supplies Odor Control Polymer Postage Operating Equipment Building & Grounds Supplies - Sanitary Lift Stations	500.00 300.00 2,000.00 500.00 1,500.00 16,000.00 5,000.00 10,000.00 25,000.00 100,000.00 8,000.00 30,000.00		
<u>Services and C</u> 552-6665-436.	Charges           81-12           81-51           81-52           81-59           82-01           82-04           83-04           83-05	Computer Services Post Employment Physicals Drug Testing Regionalization Study Telephone Radio Membership Dues Travel	71,240.00 1,100.00 1,000.00 2,000.00 1,500.00 2,000.00 800.00		

4,890,840.00

6,369,100.00

	83-06	Education & Training	2,500.00		
	84-01	Operating Insurance	22,010.00		
	85-01	Public Utility Service	200,000.00		
	86-01	Repair & Maintenance	50,000.00		
	86-09	Office Equipment	500.00		
	86-12	Services/Towels	1,100.00		
	86-29	Services/Lab & Testing	15,000.00		
	86-33	Services/Sludge Removal	20,000.00		
	86-34	Services/Billing & Collecting	70,300.00		
	87-03	Rental Equipment	2,000.00		
	87-05	Vehicle Maintenance Fund	77,400.00		
	89-04	Sales Tax	95,000.00		
	89-09	Farm Lease	121,000.00		
	89-81	Cafeteria & Benefits Plan	4,000.00		
Capital Outlay					
552-6665-436.	92-01	Structures, Improve. & Bldgs.	135,000.00		
	93-01	Equipment	0.00		
<u>Transfers</u>					
552-6665-486.	43-01	Transfers to Debt Service	2,421,420.00		
	50-01	Transfers to General Fund	150,590.00		
	50-02	Transfers to Refuse Fund	151,150.00		
IOTAL WATE		IATION:			
		EUND			
IUTAL SEVVE	IOTAL SEWER RENTAL FUND.				

#### STREET CONSTRUCTION FUND

#### **O & M STREET SECTION**

# Personal Services

206-6637-436.	61-01	Salaries & Wages (Reg)	1,022,940.00
	61-02	Part-time	57,860.00
	61-03	Overtime	20,450.00
	62-01	Payroll Accrual	5,860.00
	62-02	Severance Accrual	16,670.00
	64-01	Health Insurance Premiums	200,760.00
	64-02	Health Insurance Reimbursements	3,420.00
	64-03	Life Insurance	3,160.00
	64-04	Long Term Disability	3,220.00
	64-05	Worker's Compensation Insurance	39,170.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	82,680.00
	66-01	I.P.E.R.S.	102,030.00

<b>Commodities</b>			
206-6637-436. 71	1-01	Office Supplies	530.00
71	1-06	Office Equipment Supplies	280.00
72	2-11	Books, Magazines & Periodicals	470.00
72	2-16	Tools	3,100.00
72	2-17	Uniforms	3,590.00
72	2-19	Printing & Supplies	190.00
72	2-54	Building	2,380.00

72-56 72-57 72-58 72-60 72-61 73-05 73-06 73-19 73-28 73-30 73-32 73-35 73-35 73-37	Flood Control lce Control Dust Control Safety Supplies Weather Scan Program Operating Equipment Building & Grounds Barricades & Flashers Sidewalks Bridges Streets Brush/Weed Control Crack Sealing	5,700.00 300,000.00 240.00 5,580.00 2,380.00 20,250.00 4,750.00 3,800.00 1,450.00 42,750.00 127,000.00 970.00 50,000.00
haracc		
harges 81-12 81-18 81-51 81-52 81-70 82-01 83-04 83-05 83-06 84-01 85-01 86-01 86-09 86-12 87-03 87-05 89-81	Computer Services INRCOG Post Employment Physicals Drug Testing Contracted Services Telephone Membership Dues Travel Education & Training Operating Insurance Utilities Operating Supplies Office Equipment Maintenance Towels Equipment Rental Vehicle Maintenance Fund Cafeteria & Benefits Plan	$\begin{array}{c} 167,480.00\\ 7,060.00\\ 3,000.00\\ 3,000.00\\ 10,000.00\\ 2,400.00\\ 530.00\\ 1,260.00\\ 3,040.00\\ 40,940.00\\ 42,000.00\\ 4,650.00\\ 550.00\\ 100.00\\ 4,000.00\\ 511,070.00\\ 4,000.00\end{array}$
92-01 93-01	Structures, Improvements & Buildings Equipment	2,756,750.00 440,000.00
50-01 50-02	Transfers to General Fund Transfers to Refuse Fund	214,630.00 151,150.00
STREET S	ECTION:	
	72-56 72-57 72-58 72-60 72-61 73-05 73-06 73-19 73-28 73-30 73-32 73-35 73-37 harges 81-12 81-18 81-51 81-52 81-70 82-01 83-04 83-05 83-06 84-01 83-04 83-05 83-06 84-01 83-04 83-05 83-06 84-01 85-01 85-01 85-01 86-09 86-12 87-03 87-05 89-81 92-01 93-01 50-01 50-02 STREET S	72-56Flood Control72-57Ice Control72-58Dust Control72-60Safety Supplies72-61Weather Scan Program73-05Operating Equipment73-06Building & Grounds73-19Baricades & Flashers73-28Sidewalks73-30Bridges73-32Streets73-33Brush/Weed Control73-37Crack Sealingharges81-12Computer Services81-18INRCOG81-51Post Employment Physicals81-52Drug Testing81-70Contracted Services82-01Telephone83-05Travel83-06Education & Training84-01Operating Insurance85-01Utilities86-09Office Equipment Maintenance86-12Towels87-03Equipment Rental87-05Vehicle Maintenance Fund89-81Cafeteria & Benefits Plan92-01Structures, Improvements & Buildings93-01Equipment50-01Transfers to General Fund50-02Transfers to Refuse FundSTREET SECTION:

## TRAFFIC OPERATIONS DIVISION

Personal Services		
206-6647-436. 61-01	Salaries & Wages (Reg)	154,030.00
61-02	Part-time	42,820.00
61-03	Overtime	1,030.00
62-01	Payroll Accrual	680.00
62-02	Severance Accrual	2,510.00
64-01	Health Insurance Premiums	29,640.00
64-02	Health Insurance Reimbursements	480.00
64-03	Life Insurance	470.00
64-04	Long Term Disability	490.00
64-05	Worker's Compensation Insurance	4,960.00
65-01	F.I.C.A.	14,290.00

6,501,240.00
	66-01	I.P.E.R.S.	17,640.00	
Commodities				
206-6647-436	71-01	Office Supplies	170.00	
	72-01	Operating Supplies	14,000.00	
	72-11	Books, Magazines & Periodicals	170.00	
	72-16	l ools	2,000.00	
	72-17 72-10	Uniforms Printing & Supplies	590.00 90.00	
	72-19	Safety Supplies	1.080.00	
	72-62	Paint	19,500.00	
	72-63	Cones	190.00	
	73-12	Traffic Signals	18,500.00	
	73-19	Barricades	760.00	
	73-20	Posts	11,000.00	
	73-25	I raπic Signs	21,000.00	
	73-41		0.00	
Services and (	Charges			
206-6647-436.	81-12	Computer Services	22,340.00	
	82-01	l elephone Radio	1,000.00	
	83-04	Membershin Dues	250.00	
	83-05	Travel	1.180.00	
	83-06	Education & Training	2,450.00	
	84-01	Operating Insurance	6,080.00	
	86-01	Repairs & Maintenance	3,500.00	
	86-19	Traffic Signal Repair	4,200.00	
	86-70	Civil Defense Sirens Repair	0.00	
	86-71	Paint Traffic Signal Poles	2,000.00	
	86-72	Contract Street Painting	62,000.00	
	87-05	Equipment Rental Vehicle Maintenance Fund	12 700 00	
	01-00		12,100.00	
Capital Outlay				
206-6647-436.	92-01	Structures, Improvements & Buildings	200,000.00	
TOTAL TRAFF		ATIONS DIVISION:		677,290.00
				7 470 500 00
IUTAL STREE	ET CONST	RUCTION FUND:		7,178,530.00
ARFAFUND				
Capital Outlay				
410-1220-431	96-88	Main St Sewer & Stormwater	625,000.00	
				625 000 00
	FUND.		2	020,000.00
VEHICLE MAI	NTENANC	E FUND		
Personal Servi	ces			
685-6698-446.	61-01	Salaries & Wages (Reg)	382,290.00	
	61-02	Part-time	46,830.00	
	61-03	Overtime	5,150.00	
	62-01	Payroll Accrual	1,690.00	
	02-02	Severance Accruai	७,∠30.00	

	64-01	Health Insurance Premiums	63,910.00
	64-02	Health Insurance Reimbursements	1,140.00
	64-03	Life Insurance	1,180.00
	64-04	Long Term Disability	1,210.00
	64-05	Worker's Compensation Insurance	6,240.00
	65-01	F.I.C.A.	32,830.00
	66-01	I.P.E.R.S.	40,510.00
<b>Commodities</b>			
685-6698-446.	71-01	Office Supplies	910.00
	71-06	Office Equipment Supplies	480.00
	72-01	Operating Supplies	1,480.00
	72-05	Gas, Oil & Diesel Fuel	513,000.00
	72-08	Photography	90.00
	72-11	Books, Magazines & Periodicals	90.00
	72-16	Tools	6,350.00
	72-17	Uniforms	1,560.00
	72-19	Printing & Supplies	280.00
	72-54	Building	3,580.00
	72-60	Safety Supplies	2,150.00
	73-04	Supplies/Vehicles	500,000.00
Services and C	harges		
685-6698-446.	81-12	Computer Services	69,010.00
	82-01	Telephone	1,500.00
	83-04	Membership Dues	500.00
	83-05	Travel	1,900.00
	83-06	Education & Training	1,500.00
	84-01	Operating Insurance	94,300.00
	86-01	Operating Equipment	1,500.00
	86-04	Radio & Communications	15,000.00
	86-09	Office Equipment	900.00
	86-11	Vehicle Maintenance Software Updates	17,120.00
	86-12	Towels	1,600.00
	86-15	Tire Repairs	16,500.00
	87-01	Equipment Rentals	2,000.00
	87-07	Shop Equipment	2,500.00
	87-08	Work by outside agency	100,000.00
Capital Outlay			0.00
685-6698-446.	93-01		0.00
685-6698-446.	93-04		30,000.00
TOTAL VEHIC	LE MAINT	ENANCE FUND:	

1,975,010.00

#### **GRAND TOTAL APPROPRIATIONS 2022-2023:**

113,758,050.00

SECTION 5. That this resolution shall take effect and be in force from and after July 1, 2022.

ADOPTED:

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, City Clerk

#### CITY OF CEDAR FALLS FY23 BUDGET REVENUES

	REVENUE CATEGORY	BUDGET AMOUNT
101-0000-311.01-00	Tax - Property - General	16,689,160
101-0000-312.00-00	Tax - Agricultural Land	19,380
101-4511-311.08-00	Tax - Property - EMA	576,590
101-0000-321.00-00	Utility Tax Replacement	34,260
101-0000-322.00-00	Tax - Mobile Home	31,000
101-0000-342.06-00	State Backfill	521,500
101-0000-344.04-00	Transfer - Utilities (General)	1,400,000
101-0000-344.07-00	UNI Loan Repayment	15,000
101-0000-371.01-00	Miscellaneous Receipts	50,000
101-0000-382.01-02	Transfer - Leg/Admin/Mgt	805,960
101-0000-382.01-07	Transfer - Trust & Agency	2,767,310
101-1008-332.00-00	Business Licenses	6,000
101-1008-333.00-00	Cigarette Permits	4,000
101-1008-334.00-00	Liquor Licenses	60,000
101-1008-335.00-00	Pet Licenses	7,000
101-1028-361.01-00	Interest - General	39,870
101-1028-371.02-00	Cafeteria Plan	15,000
101-1199-311.03-00	Tax - Property - Insurance	249,340
101-1199-311.04-00	Tax - Property - Transit	456,100
101-1199-343.01-00	Grants - Cultural Services	30,000
101-1199-343.02-00	Grants - Library	25,000
101-1199-343.04-00	Grants - Parks & Recreation	20,000
101-1199-343.06-00	Grants - Fire	3,000
101-1199-343.07-00	Grants - Police Operations	15,000
101-1199-343.07-02	Grants - Police Officer	30,000
101-1199-343.07-04	Grants - Fire Equipment	1,000
101-2245-371-07-01	Economic Development	5,000
101-6625-350.01-00	Subdivision Inspections	83,000
101-6625-382.01-06	Engineering Design	400,000
101-6625-330.00-00	Engineering Permits	15,000
101-2235-336.00-00	Building Permits	900,000
101-2235-337.00-00	Miscellaneous Permits	20,000
101-2235-357.01-00	Electrical Inspections	90,000
101-2235-357.02-00	Mechanical Inspections	90,000
101-2235-357.03-00	Plumbing Inspections	95,000
101-2245-357.45-01	Planning & Zoning Fees	35,000
101-2205-311.05-00	Tax - Property - Band	35,000

101-2205-323.01-00	Tax - Hotel/Motel - Visitor/Tourism	400,000
101-2205-323.02-00	Tax - Hotel/Motel - CV Soccer	10,000
101-2205-323.08-00	Tax - Hotel/Motel - Tourism Administration	0
101-2205-323.09-00	Tax - Hotel/Motel - Tourism Office	20,000
101-2205-323.10-00	Tax - Hotel/Motel - Tr. Maint/Reserve	40,000
101-2205-323.13-00	Tax - Hotel/Motel - Tourism Fund	94,000
101-2205-323.15-00	Tax-Hotel/Motel-HLS Capital	28,000
101-6613-338.00-00	Burial Permits	70,000
101-6613-356.51-00	Cemetery Lot Sales	50,000
101-6613-356.52-00	Marker Permits	5,000
101-6613-361.02-00	Interest - Cemetery	5,030
101-6623-356.26-00	Golf Contract	10,000
101-6633-323.04-00	Tax - Hotel/Motel - Park Improvement	72,000
101-6633-339-00-00	Paw Park Permits	4,000
101-6633-356.61-00	Park Receipts	5,000
101-2253-356.31-01	Rec. Center - Daily Admission	36,000
101-2253-356.31-02	Recreation - Special Programs	14,000
101-2253-356.31-04	Recreation - Youth Sports	128,000
101-2253-356.31-05	Recreation - Adult Sports	50,000
101-2253-356.31-10	Recreation - Shelter Rental	22,800
101-2253-356.31-13	Rec. Center - Rec Center Memberships	328,700
101-2253-356.31-14	Recreation - Adult Exercise Program	10,000
101-2253-356.31-15	Recreation - Child Care	2,000
101-2253-356.31-16	Recreation - Youth Camp	72,000
101-2253-356.31-17	Rec Center - Birthday Facility Rentals	2,000
101-2253-356.31-19	Recreation - Drop In Concessions	4,500
101-2253-356.31-22	Recreation - Ballfield Rentals	5,000
101-2253-356.32-01	Recreation - Swim Lessons	48,000
101-2253-356.32-02	Recreation - Indoor Pool Admission	11,000
101-2253-356.32-03	Recreation - The Falls Rental	29,000
101-2253-356.32-04	Recreation - The Falls Season Pass	174,000
101-2253-356.32-05	Recreation - The Falls Admissions	174,000
101-2253-356.32-06	Recreation - The Falls Concessions	90,000
101-2253-356.32-07	Recreation - Indoor Pool Rental	19,000
101-2253-356.32-08	Recreation - Indoor Pool Winter Passes	3,000
101-2253-356.32-09	Recreation - Aquatic Program	2,000
101-1060-356.71-00	Library - Copy Machine	7,000
101-1060-356.72-00	Library - County Tax	30,000
101-1060-356.74-00	Library - Lost & Paid Book	2,500
101-1060-356.75-00	Library - Open Access Funds	12,000
101-1060-356.79-01	Library - Friends/Endowment Reimburse	60,000
101-1060-356.79-02	Library - Donations & Sponsorship	30,000

101-1061-311.06-00	Tax - Property - Library	557,450
101-2280-323.03-00	Tax - Hotel/Motel - Cultural	136,000
101-2280-356.11-00	Cultural - Art Sho	50
101-2280-356.12-00	Cultural - Fees	40,000
101-2280-356.13-00	Cultural - Membership	5,000
101-2280-356.15-00	Cultural - Product Fees	5,000
101-2280-356.16-00	Cultural - New Program Sponsors	1,000
101-2280-373.04-00	Donations - Exhibit Sponsorship	1,000
101-4511-344.01-00	Fire Protection - Rural	65,680
101-4511-344.02-00	Fire Protection - UNI	666,710
101-4511-358.11-00	Fire Receipts	15,000
101-4511-358.12-00	Fire Commercial Inspections	45,000
101-4511-358.13-00	Housing Inspection Min. Rental	100,000
101-5521-358.21-00	Police Receipts	35,000
101-5521-372.01-00	Fines & Forfeitures	125,000
101-5521-372.03-00	Code Enforcement	5,000
101-6616-371.04-00	Public Buildings	2,000
101-6616-382.01-01	Transfer - Public Buildings Maint.	78,540
	TOTAL GENERAL FUND REVENUE	29,702,430
206-0000-300.00-00	Cash Carryover	2,018,340
206-0000-371-01-00	Miscellaneous	10,000
206-0000-342.04-00	Road Use Tax	5,150,190
215-0000-300.00-00	Cash Carryover	(927,520)
215-0000-382 <b>-</b> 11-01	Transfer - Sewer	640,000
215-0000-361.01-00	Interest Income	145,720
215-0000-362.01-00	Lease Income	31,800
215-0000-362.02-00	Sewer Farm Lease	125,000
217-0000-341.03-00	Housing Vouchers	1,433,730
223-0000-341.01-00	Block Grant	308,210
242-0000-300.00-00	Cash Carryover	3,238,500
242-0000-324.00-00	Local Sales Tax	7,200,000
242-0000-361.01-00	Interest	40,000
254-0000-300.00-00	Cash Carryover	158,230
254-0000-359.01-01	Cable Television Franchise Fees	485,000
254-0000-359.01-02	Peg Fees	40,000
254-0000-361.01-00	Interest Income	10,000
254-0000-371.01-00	Miscellaneous	1,500
258-0000-300.00-00	Cash Carryover	226,280
258-0000-353.01-00	Meter Collections	15,000
258-0000-353.02-00	Parking Violations	160,000
258-0000-353.03-00	Parking Permits	25,000

258-0000-361.01-00	Interest	3,000
261-0000-300.00-00	Cash Carryover	197,430
261-0000-323.01-00	Transfer - Hotel/Motel - Visitor	400,000
261-0000-361.01-00	Interest Income	1,500
261-0000-362.10-00	Building Rental Fees	5,000
261-0000-371.01-00	Miscellaneous	6,000
261-0000-371.09-00	Gift Shop Receipts	5,000
261-0000-382.61-01	Building Reserve Transfer	20,000
261-0000-382.61-02	Tourism Marketing Transfer	94,000
262-0000-362.04-00	Rental Income - Sr Activity Ctr.	5,000
262-0000-371.01-00	Miscellaneous	1,250
262-0000-371.10-10	Trips/Buses	11,000
262-0000-371.61-01	Hawkeye Valley	0
262-0000-382.62-01	General Fund Support	94,500
295-0000-355.40-00	Softball Fees	3,000
296-0000-355.20-00	Golf Course Capital Improvements	70,000
297-0000-355.30-00	Rec Center Fees	392,000
298-0000-355.10-00	Cultural Capital Fees	25,000
311-0000-300.00-00	Cash Carryover	0
311-0000-311.11-00	Debt Service Tax - Property	1,061,750
311-0000-313.01-00	Debt Service TIF - Industrial Park	3,482,790
311-0000-382.11-01	Debt Service Transfer	2,538,670
410-0000-300.00-00	Cash Carryover	625,000
430-0000-300.00-00	Cash Carryover	9,994,190
430-0000-341.11-10	Federal/State Funding	0
430-0000-382.30-01	TIF Transfer	5,985,020
439-0000-341.05-00	Federal/State Funding	6,425,000
439-0000-371.01-00	Miscellaneous	500,000
439-0000-381.00-00	Bond Proceeds	1,885,000
443-0000-300.00-00	Cash Carryover	2,351,260
443-0000-313.02-00	TIF Revenues - Downtown	2,253,300
443-0000-313.05-00	TIF Revenues - Pinnacle Prairie	8,090
443-0000-313.07-00	TIF Revenues - College Hill	94,920
443-0000-313.08-00	TIF Revenues - South Cedar Falls	145,920
443-0000-371.01-00	Miscellaneous Income	250,000
443-0000-371.91-00	Capital Projects Funds	0
443-0000-341.05-00	Federal/State Funding	0
443-0000-361.01-00	Interest Income	100,000
443-0000-382-43-04	Transfers	1,300,000
443-0000-344.04-00	CFU Transfer	1,500,000
545-0000-300.00-00	Cash Carryover	0
551-0000-300.00-00	Cash Carryover	12,570

#### Item 10.

	TOTAL FY23 BUDGET REVENUE	113,758,050
	TOTAL USER FUND REVENUE	84,055,620
 724-0000-311.31-00	S.S.M.I.D - downtown	48,880
724-0000-311.32-00	S.S.M.I.D - college hill	23,930
724-0000-311.22-00	Trust & Agency	3,067,310
724-0000-300-00-00	Cash Carryover	(300,000)
293-0000-361.01-00	Interest Income	24,300
293-0000-311.21-00	Tax Property - Retirement & Pension	307,770
293-0000-300.00-00	Cash Carryover	333,000
292-0000-361.01-00	Interest Income	28,470
292-0000-311.21-00	Tax Property - Retirement & Pension	828,320
292-0000-300.00-00	Cash Carryover	167,000
685-0000-354.02-00	Vehicle Rental Fees	459,000
 685-0000-371.51-00	Vehicle Maintenance - Miscellaneous	30,000
685-0000-361.01-00	Interest-Vehicle Maintenance	5,000
685-0000-354.03-00	Vehicle Maintenance Fees	1,640,010
685-0000-300.00-00	Cash Carryover	300,000
606-0000-354.01-00	Data Processing	1,615,970
606-0000-382.01-05	Transfers	800,000
606-0000-300.00-00	Cash Carryover	507,500
555-0000-361.01-00	Interest	6,000
555-0000-350.02-02	Permit & Review Fees	25,000
555-0000-350.02-01	Storm Water Fees	1,050,000
555-0000-300.00-00	Cash Carryover	832,620
552-0000-371.11-00	Sewer Rental - Miscellaneous	5,000
552-0000-362.03-00	Farm Rental	100,000
552-0000-361.01-00	Interest - Sewer Rental	50,000
552-0000-352.02-00	Industrial User Fees	30,000
552-0000-352.01-00	Sewer Rental - Collections	7,918,000
552-0000-300.00-00	Cash Carryover	(1,733,900)
551-0000-382.51-02	Transfer - Street Construction	151,150
551-0000-382.51-01	Transfer - Sewer Rental	151,150
551-0000-371.22-00	Recycling	200,000
551-0000-371.21-00	Refuse Miscellaneous	20,000
551-0000-361.01-00	Interest - Refuse	20,000
551-0000-351.03-00	Yard Waste Fees	2,000
551-0000-351.02-00	Transfer Station Fees	260,000
551-0000-351.01-00	Refuse Collections	2,700,000

Description	Transfer From	Transfer To	Amount
Lebt Service	General Fund	Debt Service Fund	0.00
Admin Allocation	General Fund	General Fund	158,800.00
Building Maintenance	General Fund	General Fund	38,530.00
Admin Allocation	Cable Fund	General Fund	31,830.00
Building Maintenance	Cable Fund	General Fund	2,010.00
Admin Allocation	Parking Fund	General Fund	30,640.00
TIF Transfers	Debt Service Fund	TIF Fund	3,482,790.00
TIF Transfers	Capital Projects Fund	TIF Fund	2,502,230.00
Employee Benefits	Trust & Agency Fund	General Fund	2,767,310.00
SSMID - Downtown	Trust & Agency Fund	SSMID Fund	48,880.00
SSMID - College Hill	Trust & Agency Fund	SSMID Fund	23,930.00
Engineering Designs	Capital Projects	General Fund	400,000.00
Admin Allocation	Senior Services & Community Center	General Fund	6,640.00
Building Maintenance	Senior Services & Community Center	General Fund	10,730.00
Admin Allocation	Storm Water Fund	General Fund	35,140.00
Building Maintenance	Sewer Fund	General Fund	7,560.00
PW Admin Allocation	Sewer Fund	Refuse Fund	151,150.00
Admin Allocation	Sewer Fund	General Fund	150,590.00
Building Maintenance	V&T Fund	General Fund	4,600.00
Building Maintenance	Refuse Fund	General Fund	7,560.00
Admin Allocation	Refuse Fund	General Fund	185,250.00
Building Maintenance	Street Construction Fund	General Fund	7,560.00
Admin Allocation	Street Construction Fund	General Fund	207,070.00
PW Admin Allocation	Street Construction Fund	Refuse Fund	151,150.00
Data Processing Transfer	General	Data Processing Fund	947,070.00
Data Processing Transfer	Cable Fund	Data Processing Fund	25,270.00
Data Processing Transfer	Block Grant Fund	Data Processing Fund	20,300.00
Data Processing Transfer	Housing Assistance Fund	Data Processing Fund	51,500.00
Data Processing Transfer	Storm Water Fund	Data Processing Fund	37,670.00

Item 10.

Description	Transfer From	Transfer To	Amount
Data Processing Transfer	V&T Fund	Data Processing Fund	30,740.00
Data Processing Transfer	Senior Services & Community Center	Data Processing Fund	3,230.00
Data Processing Transfer	Parking Fund	Data Processing Fund	15,280.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	15,240.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	93,810.00
Data Processing Transfer	Sewer Fund	Data Processing Fund	45,770.00
Data Processing Transfer	Sewer Fund	Data Processing Fund	71,240.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	167,480.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	22,340.00
Data Processing Transfer	Vehicle Maintenance Fund	Data Processing Fund	69,010.00
Insurance Transfer	General Fund	Insurance Fund	325,590.00
Insurance Transfer	Cable Fund	Insurance Fund	6,370.00
Insurance Transfer	Data Processing Fund	Insurance Fund	12,190.00
Insurance Transfer	Block Grant Fund	Insurance Fund	1,970.00
Insurance Transfer	Housing Assistance Fund	Insurance Fund	6,680.00
Insurance Transfer	Storm Water Fund	Insurance Fund	7,230.00
Insurance Transfer	V&T Fund	Insurance Fund	8,650.00
Insurance Transfer	Senior Services & Community Center	Insurance Fund	1,010.00
Insurance Transfer	Parking Fund	Insurance Fund	4,690.00
Insurance Transfer	Refuse Fund	Insurance Fund	6,400.00
Insurance Transfer	Refuse Fund	Insurance Fund	22,780.00
Insurance Transfer	Sewer Fund	Insurance Fund	9,220.00
Insurance Transfer	Sewer Fund	Insurance Fund	22,010.00
Insurance Transfer	Street Construction Fund	Insurance Fund	40,940.00
Insurance Transfer	Street Construction Fund	Insurance Fund	6,080.00
Insurance Transfer	Vehicle Maintenance Fund	Insurance Fund	94,300.00
Vehicle Maintenance Transfer	General Fund	Vehicle Maintenance Fund	1,095,030.00
Vehicle Maintenance Transfer	Refuse Fund	Vehicle Maintenance Fund	406,860.00
Vehicle Maintenance Transfer	Sewer Fund	Vehicle Maintenance Fund	89,600.00
Vehicle Maintenance Transfer	Street Construction Fund	Vehicle Maintenance Fund	523,770.00

Item 10.

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Description	Transfer From	Transfer To	Amount
Vehicle Maintenance Transfer	Cable Fund	Vehicle Maintenance Fund	14,090.00
Vehicle Maintenance Transfer	V&T Fund	Vehicle Maintenance Fund	1,800.00
Vehicle Maintenance Transfer	Parking Fund	Vehicle Maintenance Fund	2,890.00
General Fund Support	General Fund	Senior Services & Comm. Cntr. Fund	94,500.00
One-Time Capital Project	General Fund	Capital Projects Fund	521,500.00
TIF Transfer	General Fund	Capital Projects Fund	1,300,000.00
Debt Service	Storm Water Fund	Debt Service Fund	117,250.00
Debt Service	Sewer Fund	Debt Service Fund	1,431,940.00
Internal Financing	Sewer Fund	Health Trust Fund	742,230.00
Internal Financing	Sewer Fund	Capital Projects Fund	247,250.00
Building Loan Repayment	V&T Fund	Capital Projects Fund	30,000.00
Equipment Reserve	General Fund	Capital Projects Fund	9,000.00
Trail Maintenance Reserve	General Fund	Capital Projects Fund	40,000.00
Tourism Marketing Fund	General Fund	V&T Fund	94,000.00
Park & Rec Capital Project	General Fund	Capital Projects Fund	28,000.00
TIF Transfers	TIF Fund	Bond Fund	3,457,380.00
TIF Transfers	TIF Fund	Economic Development Fund	1,164,740.00
TIF Transfers	TIF Fund	Capital Projects Fund	216,980.00
TIF Transfers	TIF Fund	Street Repair Fund	1,145,920.00
Farm Lease	Sewer Fund	Health Trust Fund	121,000.00



- **TO:** Mayor Green and City Council
- FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
- **DATE:** May 6, 2022
- SUBJECT: Lease approval: 2517 Cedar Heights Dr.

The City has leased vacant parcels of land to nearby neighbors for a number of years. The leases are for three years and then must be renewed, if interest continues. There may also be new leases in-between that time, as any new interest is expressed. At each three-year term, we update any leases, to streamline administration by keeping them on the same timeframe. Attached to this cover memo is a recent lease request that would be effective now through December 31, 2024.

Public Works staff believes the leasing program is very beneficial not only for the neighbors, but the City as well. The parcels are mowed and maintained by the lessees during the growing season, which saves maintenance dollars and allows park staff to spend time maintaining higher priority properties.

The Departments of Public Works and Community Development recommend that the City Council approves the attached lease. Let me know if you have any questions or comments.

xc: Brian Heath, Operation & Maintenance Division Manager Chase Schrage, Director of Public Works Item 11.

#### CITY OF CEDAR FALLS LEASE

#### PARCEL NO. 8913-17-352-013

LEASE NO. PK-2022-001

COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and <u>Dan Glascock</u> ("Tenant"), whose address for the purpose of this lease is a garden.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa:

AUDITORS PLAT NO 25 CF ALL LOT 16 EXC W 20 FT

identified as Parcel Number <u>8913-17-352-013</u> by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 16<sup>th</sup> day of May, 2022, and ending on the 31<sup>st</sup> day of December, 2024, upon the condition that Tenant performs as provided in this Lease.

2. **RENT.** Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

4. USE. Tenant shall use the Premises only for open green space or private, noncommercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

<u>Tenant may propose to plant some trees. Prior to planting, the types and location</u> of trees shall be reviewed and approved by the City. Garden area will not have any barriers to water flow.

#### 5. CARE AND MAINTENANCE.

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises.

6. **SURRENDER.** Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.

7. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

8. **INSURANCE.** Tenant shall show proof of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.

9. **INDEMNITY AND HOLD HARMILESS.** To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), 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 Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising

out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

#### 10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

#### EVENTS OF DEFAULT

A. The following shall constitute an event of default by Tenant: failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

#### NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

#### <u>REMEDIES</u>

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

11. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands in connection with this Lease shall be sent to the following addresses:

Landlord:

Tenant:

Cedar Falls Recreation Center Attn: Administrative Supervisor 110 E. 13<sup>th</sup> Street Cedar Falls, IA 50613 As stated above

12. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

#### 13. ADDITIONAL PROVISIONS.

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 26, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed or added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of inspection, drilling test holes or making surveys, or to accommodate public utilities relocation.

(e) Tenant shall comply with all FEMA rules related to the use of the property.

14. **TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.

15. **PROPERTY MANAGER.** The City Director of Community Development, or his or her designee, is authorized to manage the Premises covered by this Lease.

16. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

# CITY OF CEDAR FALLS, IOWA LANDLORD

By:

Robert M Green, Mayor

Attest:

Jacque Danielsen, CMC, City Clerk

TENANT

By: Signature G. Glascock anod

Print Name

Celar Falls IA 2520 Alameda Street 50613 Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

**Exhibit A** Map of Premises to be Leased 2715 Cedar Heights Drive (8913-17-352-013)



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#### 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

#### INTEROFFICE MEMORANDUM

Planning & Community Services Division

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Thomas Weintraut, Planner II
- **DATE:** May 5, 2022
- **SUBJECT:** Extension of the Timeline to Complete the Hazard Mitigation Grant for Northern Cedar Falls Flood Buyout Program

On October 4, 2021 the City Council passed Resolution 22,527 to provide and make available \$224,706 in local monies to be uses to meet the 15% local match requirement for a Hazard Mitigation Grant for the Northern Cedar Falls Flood Buyout Program. As part of the grant award, the City was required to approve an Administrative Plan. The purpose of the Administrative Plan is to document, in writing, the process the City will use to administer the flood buyout program. This document was sent to the City from the State, with several minor changes to it made by Kevin Rogers, City Attorney (and also approved by the State).

During the meeting there was discussion regarding the appraisals of the properties included in the buyout. The initial appraisals were completed in May of 2019 before the grant was put on hold by the State. On October 2021, the Council approved Resolution 22,661 with Rally Appraisal Services to reappraise the properties. Due to scheduling conflicts with property owners, Rally was not able to gain access to some of the properties complete the appraisal and as a result, the schedule on the project fell behind. The Iowa Department of Homeland Security recommended requesting an extension for completion of the project to December 31, 2022.

Staff has begun the process of obtain documents necessary to begin making purchase offers and has sent out requests for asbestos testing and anticipates the project will wrap up before December 2022

The Department of Community Development recommends that the City Council adopt a resolution approving the extension to complete the Hazard Mitigation Grant Program until December 2022. If you have any questions, please contact the Community Development Department.

xc: Karen Howard, AICP, Planning and Community Services Manager Stephanie Houk Sheetz, AICP, Director of Community Development Jennifer Rodenbeck, Director of Finance and Business Operations

#### SUBAWARD AGREEMENT

#### Between

#### Iowa Department of Homeland Security and Emergency Management (HSEMD)

And

#### **City of Cedar Falls**

# GRANT AGREEMENT NO: HMGP-DR-4557-0003PROJECT TITLE: Cedar Falls - Property AcquisitionsPERFORMANCE PERIOD START DATE:07/30/2021PERFORMANCE PERIOD END DATE:12/30/2022

This is Amendment Number One to the above-referenced Subaward Agreement (AGREEMENT) between Iowa Department of Homeland Security and Emergency Management (HSEMD) and the City of Cedar Falls (SUBRECIPIENT). The original AGREEMENT was executed on 10/11/2021.

Page 4 of 12, III. Period of Performance, paragraph 1, of said AGREEMENT is amended to read:

The approved Period of Performance for this subaward is from *07/30/2021 through 12/30/2022*. All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

All other paragraphs in said AGREEMENT remain unchanged.

IN WITNESS WHEREOF, HSEMD, the SUBRECIPIENT, and the AUTHORIZED REPRESENTATIVE have
executed this AGREEMENT by the signatures of authorized persons of the entities and on the date indicated
below:

Iowa Department of Homeland Security and Emergency Management:	City of Cedar Falls:
Dennis Harper	Rob Green
Alternate GAR	Mayor
Date	Date
	Authorized Representative (optional)
	Date



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8606 Fax: 319-273-8610 www.cedarfalls.com

#### **MEMORANDUM**

Planning & Community Services Division

- TO: Honorable Mayor Robert M Green and City Council
- **FROM:** Chris Sevy, Planner I

Matthew Tolan, Engineer

**DATE:** May 9, 2022

SUBJECT: Cedar Falls Bicycle Plan Review and Adoption

#### **INTRODUCTION**

The Cedar Falls Bicycle Plan functions as a guiding document for infrastructure planning and is considered in the planning process when streets in the City are slated to be developed, reconstructed, or otherwise maintained. This ensures that opportunities for improving the network are not missed at the point when improvements make the most sense. This version of the map has been reviewed by the Bicycle and Pedestrian Advisory Committee and the Planning and Zoning Commission. It was also discussed in a Committee of the Whole meeting on April 18, 2022 in preparation for Council's formal consideration for adoption.

#### **PURPOSE**

In December of 2019, the Cedar Falls City Council requested an update to the Cedar Falls Bicycle Plan. Through collaboration with the Bicycle and Pedestrian Advisory Committee, the plan was updated and then further refined based on community input. At this time, City Staff is bringing forward the latest version of the plan for approval and adoption by the City Council. As a goal for this update, the Bicycle and Pedestrian Advisory Committee chose to prioritize the daily commuting utility of the bike network while continuing to enhance the already excellent recreational aspects of the network.

#### <u>HISTORY</u>

The City adopted its first Bike Plan in 2009. It was developed with input from stakeholders throughout the community and with the help of the Iowa Bicycle Coalition and the Active Transportation Alliance as consultants to that project. That effort is also the origin of the Bicycle and Pedestrian Advisory Committee as currently constituted. After a few years of improvements a second iteration or update to that plan was made in 2015. That update was specifically to consider changes or additions to the plan map. Similarly, this update in 2022 is focused solely on the plan map.

#### PROCESS

The following is an outline of the process Staff and the Committee went through to produce this latest version of the plan map (events stated in chronological order):

- 1. Staff determined the limits and parameters of the project. The following understandings were the basis for all discussions:
  - a. No widening of streets or rights-of-way would be considered.
  - b. Staff provided the Committee an array of design options for our most common street widths which provided guidance on what type of bicycle infrastructure would fit on any stretch they wanted to discuss.
  - c. Putting in bike lanes instead of currently existing on-street parking can be considered. However, prior to such a change, it would require a public process involving notification of adjacent property owners and a vote/approval by City Council. The Bike-Ped Committee would be responsible for conducting the public process along the street route where it is proposed on the plan.
  - d. While bikes are allowed on sidewalks in most parts of the City, sidewalks were not considered bike infrastructure for the purposes of this plan. For reference, sidewalks are less than six feet wide.
  - e. Multi-use trails are six to ten feet wide and for safety reasons are generally only placed along street frontages with limited driveways and/or cross-streets. Multi-use trails through parks and greenway corridors have few interruptions from traffic and are highly valued in the community, but may not be in convenient locations for people commuting to work or school by bicycle.
  - f. Along streets where more driveways and/or cross-streets are present, on-street facilities tend to be safer for bicyclists and pedestrians where motorists are more likely to see them.
- 2. <u>Plan Map Version #1</u>: As a starting point for discussion, staff presented an initial proposed plan map to the Bicycle and Pedestrian Advisory Committee. This map conservatively represented what staff determined to be the most likely to be built out based on parameters previously outlined.
- 3. The Bicycle and Pedestrian Advisory Committee provided their analysis and proposed changes to the map.
- 4. Considerations were also discussed in the Committee regarding how to present the maps for public input. Different map scenarios were discussed but the Committee settled on using a single map as a basis for public outreach.
- 5. <u>Plan Map Version #2</u>: The map was refined and changed based on Committee input. The version intended for public review/input was presented to the Committee for their vote to move forward.
- 6. A public outreach questionnaire was created and refined through internal staff discussions and discussions with the Committee.
- 7. Public outreach events were advertised (channel 15, fliers, posters, WCF Courier, social media) and held at the Farmer's Market and the Public Library. The questionnaire was open for three weeks and garnered 430 responses.
- 8. Staff synthesized and analyzed the data from questionnaire responses and identified the most prominent requests and recommendations provided by respondents.

9. <u>Plan Map Version #3</u>: In response to public input, staff refined the map with several routes and notes that were reflective of all input and feedback received up to that point. This map was presented to the Bicycle and Pedestrian Advisory Committee on February 1, 2022, where they voted unanimously to recommend that the plan map be brought forward for consideration and adoption. The same was presented to the Planning and Zoning Commission on March 23, 2022. On April 13, 2022 they voted unanimously to recommend adoption. It was then presented to Committee of the Whole on April 18, 2022.

As illustrated by this process, the current proposed map is the culmination of a large body of work and input from a significant number of people.

#### PUBLIC COMMENTS

All comments at the Planning and Zoning Commission and Committee of the Whole meetings commended the plan. There was one notable constructive criticism suggesting that bike routes be moved from the busier roads of the gridded center of town (12<sup>th</sup> and 18<sup>th</sup>) to lower traffic streets such as 11<sup>th</sup> and 17<sup>th</sup>. This suggestion was seriously considered by the Bicycle and Pedestrian Advisory Committee in their May 3<sup>rd</sup> meeting where the consensus was to maintain the plan for shared lanes on 12<sup>th</sup> and 18<sup>th</sup> since the protection of warning signs for both cyclists and motorists are warranted along the busier streets. While cyclists have shown a clear preference for the streets that connect all the way through between Hudson and Main without interruption, the data shows considerable use of 20<sup>th</sup> and 19<sup>th</sup> as east-west routes. Therefore, the Committee was open to the idea of acknowledging this an an alternative low-volume route on the plan map. Since cyclists can ride on most city streets, sharrows and "Share the Road" signs could technically go anywhere, though they tend to be less necessary on lower volume streets where the probability of conflict is much lower. As a logical alternative along lower volume routes, the Bicycle and Pedestrian Advisory Committee determined that it makes sense to otherwise designate bicycle routes using wayfinding signage. For instance, minimal automobile traffic uses 20<sup>th</sup> Street and it connects College Street to the trailhead of the Cedar Prairie Trail just east of Main (shown as a magenta triangle on below graphic). Those connections to the Trail and Main are critical and make a perfect route for those travelling between Downtown and College Hill. Likewise, 19<sup>th</sup> is a popular low-volume alternative between College Street and Hudson. These proposed bike routes are illustrated by the yellow dotted lines in the below graphic.



This bike route designation is now reflected on the plan map and can be reflected on maps

published by INRCOG and our Visitors and Tourism office. We will keep this in mind for future wayfinding signage.

Alternatives to 12<sup>th</sup> were more difficult for the Bicycle and Pedestrian Advisory Committee to recommend. 11<sup>th</sup> Street may be low volume but has several interruptions such as stop signs and unmarked intersections where the vehicle of first arrival has the right of way. Despite low volume, the frequent stops tend to deter cyclists from a route and unmarked intersections can feel less safe to a cyclist. However, the committee will continue to consider feasible alternatives parallel to 12th which can similarly be identified with wayfinding signage.

#### **READING THE PLAN MAP**

Attached is the proposed plan map for review. All solid lines indicate what is currently built out and dashed lines indicate proposed or future routes yet to be built or added. For routes, here is what each color means:

- Red = Trail
- Blue = Bike Lane
- Light Green = Shared Lane (marked with painted "sharrows" or "Share the Road" signs)
- Dark Green = Paved Shoulder
- Yellow = Alternative low volume route

#### RECOMMENDATION

The Bicycle and Pedestrian Advisory Committee (with a vote of 7-0) recommends adoption of this Bicycle Plan Map Update as submitted. The Planning and Zoning Commission (with a vote of 9-0) also recommends adoption of the Bicycle Plan Map Update.

#### PLANNING & ZONING COMMISSION

Introduction Andrew Shroll, 930 Newman Avenue, Chair of the Bicycle and Pedestrian Advisory Committee, spoke on behalf of the committee regarding the updated and Bicycle Network Plan. The plan is the result of substantial work by the City, the Discussion 3/23/2022 committee and public input. As a committee, the mission is to improve the quality of life through safe biking and walking. The more connected biking and walking are physically, the more connected the community becomes. Continuity of the network and intersection improvements are two of the biggest ways to improve safety and remove barriers to entry for riders of various skill levels. The goal is also to further increase community participation in utilizing this resource. The committee hopes that this network is viewed as fitting well with city planning for bikeability and walkability as well as broader plans, such as the Black Hawk County MPO Pedestrian Master Plan.

Ms. Howard stated that this is actually the next item on the agenda and Mr. Sevy will provide background information. He thanked the Bicycle and Pedestrian Advisory Committee for all the work that was put into this Plan Update. He explained why the plan is being updated, explaining the pride for the bike network, the relevance of the plan, regular review of the bike network and Council referral in 2019. Matthew Tolan, EI, Civil Engineer II discussed previous iterations of the plan and the 2045 MPO Bikeway Plan. He discussed what will be discussed for the proposed 2022 plan update.

Mr. Sevy discussed the parameters of the project, including:

- BPAC prioritizing commuting utility of bike network
- no widening of streets or rights-of-way would be considered
- design options for the most common street width
- putting in bike lanes instead of currently existing on-street parking
- sidewalks were not considered bike infrastructure for the purposes of this plan
- multi-use trails are generally only placed along street frontages with limited driveways and/or cross-streets
- and, on-street facilities can be safer for bicyclists where motorists are more likely to see them.

Matthew Tolan, EI, Civil Engineer II, discussed the design considerations and concerns, some of which included curb and gutter, parking lane considerations, right-of-way acquisitions and costs, and the costs of widening the road.

Mr. Sevy spoke to the methodology and timeline of the planning process for the update. Staff developed a plan map for the basis of discussion and the committee helped staff refine the plan map. Public feedback was sought for the developed plan map, and staff analyzed the data from the questionnaire responses and the refined map is being brought to the Commission for consideration and referral to Council.

Mr. Tolan discussed the engineering timeline and approval process. Mr. Sevy further explained the public outreach process, the questionnaire for public feedback that was submitted and responses provided. He also listed the areas of public interest from the questionnaire responses. Mr. Tolan explained how to read the map, discussed the different areas of public interest and the projects that are currently in construction for 2022. Mr. Sevy explained the schedule for the plan update process, and noted that this will be for discussion at this time and will brought to the next Planning and Zoning meeting.

Daryl Kruse, 2725 Minnetonka Drive, commented on the east/west connection between Hudson and Main Street on 12th and 18th Streets. Those appear to be share the road and he could see an opportunity to alternate to 17th and 11th Streets. He feels that a big vehicle many times will not see bicycles and he feels this will potentially be a safer route as it will take the bicycles off the main thoroughfare.

Kathy Green, 1911 Timber Drive thanked the Planning and Zoning Commission and the Bicycle and Pedestrian Advisory Committee for their work on the plan. She did ask if something can be done to trigger the lights to turn green when bicycles are present. She also noted concerns with distracted drivers.

Ms. Lynch thanked everyone involved for the robustness of the plan. She noted that we have an amazing trail system and she is looking forward to see what will come in the future.

Ms. Saul seconded that and asked about the five year plan and the new things

that have been added. She asked why that is not on the list in the next three to four years. Mr. Tolan explained that the plan is developed as a whole from looking at where there may be some infills that are needed to incorporate some of the projects that need to be integrated in. They would also like to have some long term goals for when funds become available.

Ms. Moser commended the plan and commented that she appreciates the public comments about safety and noted her concern with the commuter travelers are going to be going faster than recreational users and some of the trails are out of the way from where many of them would need to go. Mr. Sevy explained that this was certainly part of staff's concern as well and that it was something that was discussed. The limitations of street widths and type of streets have made this more difficult.

Ms. Crisman asked if there were concerns with current streets located in the center of town and whether there was any suggestion to move from 12th or 18th Street to other routes. Mr. Sevy explained that there has been some feedback on those routes and a desire to have more dedicated infrastructure. However, there would be a public process that would be involved to add more dedicated bike infrastructure along those routes and at this time it doesn't seem that there was the will to go through that process. Ms. Howard also explained that the gridded area on the map is called out as a bicycle friendly area due to the general low volume of traffic which can make it easier and safer to ride.

Discussion Chair Leeper introduced the item and Mr. Sevy provided background information. He gave brief comments and stated that the Bicycle and Pedestrian Advisory Committee voted unanimously to recommend approval and City staff is recommending approval as well.

Mr. Holst stated his appreciation to the Committee and staff for all the work that was put in to the plan.

Ms. Saul asked if there is a schedule published on the website. Mr. Sevy stated that there is not at this time.

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

#### COMMITTEE OF THE WHOLE

Introduction and Discussion 4/18/2022 Mayor Green moved to the second item on the agenda, Bicycle Plan Update and introduced Chris Sevy, Planner I, Matt Tolan, Civil Engineer II, and Andrew Shroll, Bicycle and Pedestrian Advisory Committee Chair. Mr. Shroll gave an introduction to the bike update plan that included the collaboration with City staff, Bicycle and Pedestrian committee, bike community and public input. This included the bike community's mission to improve the quality of life through safe biking and walking; the more connected biking and walking are, the more connected we are as a community. The plan includes an emphasis on increasing the utility of network along with our recreational trail system. Mr. Sevy

explained this update is needed for infrastructure planning, pride in our bike network, keep the plan relevant, pros/cons and requested by Councilmembers in 2019. Mr. Tolan gave a brief history of previous bike maps, plans and updates. Mr. Sevy discussed the parameters of the project which included: daily commuting utility; no widening of streets or rights-of-way; design options; bike lanes instead of existing on-street parking; sidewalks not considered bike infrastructure; multi-use trails placed along street frontages with limited driveways/cross-streets; and on-street facilities can be safer. Mr. Tolan gave an overview of design considerations and concerns. Mr. Sevy gave an overview of the process that has taken place to date, including developed/refined plan map, guestionnaires distributed, public outreach at the farmers market and Cedar Falls Public Library and proposal to Planning & Zoning Commission on February 1, 2022, which was voted on unanimously to proceed to City Councilmembers for consideration and adoption. Mr. Tolan stated the bicycle plan is looked at for its planning ability for placing infrastructure on particular roadways; defined in the capital improvement programs, and construction timelines. Mr. Tolan gave an overview on each areas of public interest and the future plans that includes future bike lanes, shared lanes, paved shoulders and future uphill lanes. Mr. Shroll gave closing remarks and asked for questions. Mayor Green asked about the grid street connectivity network in the downtown area; Mr. Sevy stated that area is considered a bicycle friendly zone and tends to be low traffic. Councilmember Kruse is concerned with adding shared lanes on 12th/18th Street: Mr. Shroll explained a study was completed on the density of traffic. Councilmember Kruse gave suggestions on 12th/19th Streets and asked about dangerous gutter grading; Mr. Tolan explained the design changes are bike friendly. Councilmember Schultz expressed the importance of bicycle knowledge and consideration of Longview and Center Street additions/extensions. Councilmember Kruse asked about removal of snow or leaving snow for specific winter activities; Mr. Shroll stated this is in the review process, Big Woods, Riverside trails, Prairie Lakes and George Wyth will be left for cross country skiing, snowshoeing, etc. Iowa Northland Regional Council of Governments will be releasing an interactive map.

Attachment: Proposed Bicycle Plan Map



#### Item 14.



### 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

Luke Andreasen, PE, Principal Engineer

- **DATE:** May 9, 2022
- SUBJECT: The Cove at Spruce Hills Minor Plat

REQUEST:	Request to approve the Cove at Spruce Hills Minor Plat (Case # MP22-001)
PETITIONER:	Brian Wingert (Developer); The Cove at Spruce Hills LLC (Owner); Snyder & Associates, INC. (Engineer)
LOCATION:	6.95-acre property located north of Greenhill Road and east of Spruce Hills Drive

#### **PROPOSAL**

The current property owner of the tract labeled as "Tract F" of Heritage Hills Estates 2<sup>nd</sup> Addition subdivision proposes to develop the parcel with 30, 2-story townhomes units within six buildings (4 five-unit townhome buildings, 1 four-unit townhome building, and 1 six-unit townhome building. As per subdivision code, a tract can only be developed if the tract area is re-platted to create a developable parcel.

The proposed project of developing the subject parcel for multi-family development was introduced to the Planning and Zoning Commission at their regular scheduled meeting on 9<sup>th</sup> March 2022 as part of the R-P Site Plan review process. At the meeting, it was presented that the minor plat will be forwarded for review to the Commission at a later meeting date, as the proposed site plan cannot be approved before approval of the minor plat. The developer requests the approval of the submitted minor plat to be able to develop the area for multi-family development.

#### **BACKGROUND**

The subject parcel was created as part of Heritage Hills Estates Second Addition subdivision in 2014. As shown below, Tract F was reserved for multi-family development (with a density ratio of no more than 6.30 units per acre) as per the approved RP Site Plan for the area.



The applicant requests the approval of the Cove at Spruce Hills Minor plat in order to develop the parcel with 30, 2-story townhome units within six separate buildings. The proposed development will be accessed through private streets. More details about the proposal can be found in the site plan staff report for the same area.

#### **ANALYSIS**

The subject property (6.95 acres in size) is located north of Greenhill Road and east of Spruce Hills Drive and is in RP, Planned Residential District and a portion of the property is also in the Highway Corridor and Greenbelt Overlay District. The proposed plat shows the new proposed multi-family development would meet the setback requirements of the zoning standards.

The developer will be providing access from Spruce Hills Drive eastward into the parcel with the two private streets, Spruce Needle Lane (running west to east) and Spruce Creek Drive (north to south), both of which would located in a 45 foot private Ingress/Egress easement. In addition, the developer will be adding a 10 feet PUE (Public Utility Easement) along the ingress/egress easement.

The developer will be responsible for maintaining all existing easements (from Heritage Hills Estates 2<sup>nd</sup> Addition final plat) as noted on the attached Minor Plat exhibit as well as the any new private easements (including water storm sewer, and sanitary sewer easements) to serve the proposed multi-family townhome development private infrastructure.

City staff notes that the proposed on-site infrastructure for multi-family development will be private, and the developer will be responsible for providing and maintaining the private

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infrastructure. In addition, the developer will be required to install and maintain public sidewalks along the existing public streets (Melendy Lane, Spruce Hills Drive and Prairie Parkway). Because of the nature of the proposed development, it is important to note and identify the project improvements, easements and maintenance responsibility of the developer and future residents. More details about easements, improvements and maintenance responsibility can be found in the attached Owner's statement document.

#### **TECHNICAL COMMENTS**

Cedar Falls Utilities (CFU) has reviewed the Minor Plat for the Cove at Spruce Hills Plat. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The developer is responsible for the construction of a properly sized, privately owned and maintained water system from the existing 12" water main at the east end of Spruce Hills Drive. Included in the installation are valves, fire hydrants and water service stubs for the new lots. Water main sizing and fire hydrant and valve placement locations will need to be modified. This will be done as a part of the construction plan review for the building permits. The developer will need to make refundable investments for the installation of the electric and gas utilities to and throughout the addition. CFU will install the communication utility fiber system to serve the addition in the public Utility easement area.

The plat shows both existing easements and proposed private easements which will be used to provide utility services to residents. It is the developer's intention to have private drives and utilities for the subject property. The developer will be responsible for all installation, maintenance and improvements for the infrastructure. Included in the improvements are public sidewalks along the property boundaries abutting the public streets (including Melendy Lane, Spruce Hills Drive and Prairie Parkway) and the developer will be responsible for the infrastructure maintenance (including snow removal and any repair work). In addition, the developer will be responsible for constructing and maintaining sidewalks along the private streets to provide pedestrian connectivity to future residents of the proposed multi-family townhome development. More details about the easements, improvements and maintenance responsibilities can be found in the attached Owner's statement document. City staff notes that the portion of the north-west corner of the subject parcel is in a flood-plain area, and therefore, any grading or construction activity in that area would require a floodplain development permit.

Staff notes that the City will not be responsible for any maintenance of the private infrastructure or snow removal and garbage pick-up. The sidewalks that are in the public right-of-way must meet city standards including ADA compliance. The landowner will be responsible for clearing snow and maintaining the public sidewalk adjacent to the property, which is the requirement for all public sidewalks throughout the city. Staff notes that the public sidewalk must be added by the developer prior to getting an occupancy permit for any building established in the area.

The cost of the maintenance of private streets, sidewalks, garbage and snow removal will fall on a homeowner's association, which will be established and stated in the Owner's declaration of covenants and the deed of dedication.

The city staff is working with the developer to finalize the Maintenance and Repair Agreement (MRA) for the property. Staff notes that the agreement will need to be finalized and approved by City Council before issuance of any building or SWPPP permits for development. In addition, staff notes the developer will also have to comply with the existing MRA of the Heritage Hills Second Addition, in addition to the new MRA developed for the site (the Cove at Spruce Hills site), as it is one of the contributing parcels for any maintenance and repair work in the common

areas. Staff notes these items will be highlighted in the Owner's statement document to insure the future residents are aware of the responsibilities.

City staff worked with the applicant on the Owner's Statement/Declaration of Covenants and Restrictions, which outline number of items and responsibilities shared between future residents and define the maintenance responsibility of common shared areas, including the private streets. Staff notes that all signed legal documents including the surveyor's certificate, affidavit of ownership, final plat and the owner's statement have been submitted according to the subdivision code requirements.

A courtesy mailing was sent to the neighboring property owners on April 6, 2022

#### RECOMMENDATION

The Planning and Zoning Commission recommends approval of the submitted minor plat for the Cove at Spruce Hills, subject to staff's recommendations and technical requirements at their regular meeting on 13<sup>th</sup> April 2022 with a vote of 9 ayes and 0 nays.

#### PLANNING & ZONING COMMISSION

Discussion Chair Leeper introduced the item and Mr. Atodaria provided background information. & Vote He explained that the property is located north of Greenhill Road and east of Spruce Hills Drive and Prairie Parkway. It is proposed to develop a parcel with 30, two-story 4/13/2021 townhomes with six separate buildings. He displayed a rendering that showed private and existing easements and explained that all on-site infrastructure will be private and the developer will be responsible for providing and maintaining private infrastructure. It will be the responsibility of the developer to add public sidewalks and maintain them. Mr. Atodaria discussed the technical comments and discussed requirements expected of the developer. He specified that all legal documents will need to be signed, stamped and submitted to city staff prior to the case being reviewed by City Council. Staff recommends approval of the final plat with any comments or direction from the Planning and Zoning Commission and conformance with all city staff and technical requirements.

Brian Wingert, 2110 Flynn Drive, (developer) asked about the requirements with regard to the documents that need to be provided.

Deb lehl, 4219 East park Road, stated concerns with the waterway behind the development and issues with washout. She asked that the area be restored before work begins. Mr. Wingert stated that their work will be a distance from those areas and measures will be taken to stop any erosion. Ms. Saul clarified that Ms. lehl was asking that the area be restored before the work begins. Mr. Tolan stated that he will speak with the Director regarding this.

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

## Cedar Falls Planning and Zoning Commission April 13, 2022

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	LINE TABLE (EASEMENTS)								
ORD BEARING/LENGTH	LINE #	LENGTH (FT)	DIRECTION	L15	30.57	S89° 35' 56"E	L25	60.40	N57° 07' 30"E
S05°22'20"\\\/ 22 07'	L6	76.42	S26° 19' 28"W	L16	6.26	N26° 19' 28"E	L26	29.12	N26° 19' 28"E
305 25 29 11 25.97	L7	29.87	N89° 35' 56"W	L17	55.00	S26° 19' 28"W	L27	67.15	S63° 40' 32"E
N85°23'29"E 22.22'	L8	10.00	N00° 24' 04"E	L18	11.13	S00° 15' 47"W	L28	31.52	S39° 36' 11"E
S53°21'29"W 74.99'	L9	30.64	S89° 35' 56"E	L19	45.00	N26° 19' 28"E	L29	80.90	N51° 37' 17"E
S85°23'29"W 14.38'	L10	71.32	N26° 19' 28"E	L20	45.00	S26° 19' 28"W	L30	29.83	N69° 57' 47"E
N85°23'29"E 12.64'	L11	45.00	N63° 40' 32"W	L21	45.00	N00° 24' 04"E	L31	40.77	S19° 03' 47"E
N53°21'20"E 65 00'	L12	6.26	S26° 19' 28"W	L22	31.88	S26° 19' 28"W	L32	52.51	S38° 20' 00"E
	L13	29.86	N89° 35' 56"W	L23	68.83	S57° 07' 30"W	L33	45.71	S30° 07' 03"E
N53°21'29"E 115.90'	L14	10.00	N00° 24' 04"E	L24	10.00	N26° 19' 28"E		•	
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COLORADO RD RD OREGON RD OREGON RD BONITA Y BONITA Y BLVD	R O O DR DR O O DR O O DR O O O DR O O O O	DG Scale: 1" = 50'	22 T-R-S: T89N-R14W-24 Sheet 1 of 1
RANK CONTRACTOR OF A CONTRACTO	EASTPARK R BRIARWOOD W D	ARK REVISION ogineer: Checked By: El	echnician: AJD Date: 03-08-20 oject No: 121.0880.01
PLAT DESCRIPTION         TRACT "F", HERITAGE HILLS ESTATES SECOND ADDITION, AN OFFICIAL PLAT         OWNER & DEVELOPER	ASSCIR SSCIR		2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 64-2020   www.snyder-associates.com
THE COVE AT SPRUCE HILLS, L.L.C.         201 WASHINGTON STREET         CEDAR FALLS, IOWA, 50613.         AREA         6.95 ACRES (302,756 S.F.)         ZONING         RP - PLANNED RESIDENTIAL			515-9
BULK REGULATIONS: 29' FRONT YARD (ALONG SPRUCE HILLS DR. & PRAIRIE PARKWAY) 30' BACKYARD (PERIMETER SETBACK ALL OTHER SIDES) NER TRACT "F" & NER TRACT "F" & NER SE1/4 -89-14 NC. MONUMENT		NOR SUBDIVISION PLAT	NYDER & ASSOCIATES, IN
I hereby certify that this land surveying docum 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 State of Iowa. ISTRIN D. RIFFIN 19710 WALLICENSE Renewal Date is December 31, 2 Pages or sheets covered by this seal: SHEET 1 OF 1	nent as f the <u>22</u> Date 023 <b>S</b> &		
	S	Sheet 1	of 1

#### OWNER'S STATEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS OF THE COVE AT SPRUCE HILLS PLAT 1, A RESUBDIVISION OF TRACT F OF HERITAGE HILLS ESTATES SECOND ADDITION IN THE CITY OF CEDAR FALLS BLACK HAWK COUNTY, IOWA

#### KNOW ALL MEN BY THESE PRESENTS:

That The Cove at Spruce Hills, LLC, an Iowa limited liability company, including its successors and assigns (the "Platted Property Owner") with its principal office in the City of Cedar Falls, Black Hawk County, Iowa, being desirous of setting out and platting into a single lot the land described in the attached Certificate of Survey by Erin D. Griffin, a Licensed Professional Land Surveyor, dated  $\frac{1023}{324}$ , 2022, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

THE COVE AT SPRUCE HILLS MINOR PLAT (the "Platted Property")

all of which is with the free consent and the desire of the Platted Property Owner.

#### BACKGROUND

- 1. The Cove at Spruce Hills, LLC, an Iowa limited liability company, is the owner of that certain real property previously described as Tract F of Heritage Hills Estates Second Addition, Cedar Falls, Black Hawk County, Iowa.
- 2. On or about the date hereof, the Platted Property Owner submitted for recording a Minor Subdivision Plat for The Cove at Spruce Hills Minor Plat, a resubdivision of Heritage Hills Estates Second Addition Tract F.
- 3. All provisions, obligations, and responsibilities under the "Deed of Dedication of Heritage Hills Estates Second Addition," and associated Maintenance and Repair Agreement (Black Hawk County File # 2018-00011427) shall be recognized as reaffirmed and continuing and shall not be considered amended or rescinded by this Owner's Statement and Declaration of Covenants and Restrictions, unless specifically stated herein.

#### EASEMENTS

The Platted Property Owner does hereby grant and convey a 10 feet PUE (Public Utility Easement) as shown on The Cove at Spruce Hills Minor Plat (attached hereto and hereinafter referred to as Exhibit A) and to any corporation, firm, or person furnishing utilities for the transmission and/or distribution of gas, electric, communication service or cable television, for the erection, laying, building, and maintenance of said services over, across, on and/or under the area of the PUE as shown on Exhibit A.

The Platted Property Owner also does hereby grant an ingress/egress easement to the public and to any emergency service provider, over, across and on the ingress/egress easement as shown on Exhibit A.

All existing easements of record shall be retained and shall be recognized as continuing in effect and shall not be considered amended or rescinded by this Owner's Statement and Declaration of Covenants and Restrictions.

The area designated as the "private stormwater facilities easement" will be required to follow the Maintenance and Repair Agreement (MRA) for the Platted Property, attached hereto as Exhibit B and on record with the City of Cedar Falls Engineer's Office, and no building structures, fence structures, landscaping features, private gardens or any other possible obstruction can be built in or over said stormwater facility. The City of Cedar Falls is hereby granted access to, over, across, and on the private stormwater facility as shown on the Cove at Spruce Hills, Plat 1 Minor Plat. The Platted Property Owner, all successors and assigns, and/or contractors working in or on the Platted Property shall be responsible to maintain all private storm sewer easements to be free and clear of any physical obstruction(s), thus allowing the unimpeded conveyance of storm water runoff to the stormwater detention facility as described in Exhibit B, on record with the City of Cedar Falls Engineer's Office.

All private easements shown on Exhibit A are to the benefit and obligation of the Platted Property Owner and all successors and assigns. No building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said private easements, as shown on Exhibit A.

#### RESTRICTIONS

Be it also known that the Platted Property Owner does hereby covenant and agree for itself and its successors and assigns that the Platted Property be and the same is hereby made subject to the following restrictions upon its use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or its successors in interest may hereinafter make for said Platted Property and that such restrictions shall run with the land and with said Platted Property for the length of time and in all particulars hereinafter stated, to-wit:

1. The Platted Property Owner plans to file a declaration of submission of property to horizontal property regime (the "Declaration") as provided for in Iowa Code Chapter 499B to submit the lot to a condominium form of ownership. The Declaration will provide for a condominium owners association (the "Condo Association") that will be responsible for the management of the condominium regime and for the maintenance, repairs, and replacement of the general and limited common elements set forth in the Declaration.

2. The Condo Association will be responsible to keep the Platted Property free of weeds and debris.

3. No obnoxious or offensive trade or activity shall be carried on upon the Platted Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. All approaches, driveways, and private streets in the Platted Property shall be paved with Portland Cement Concrete (PCC).

5. No old or used buildings shall be moved upon the Platted Property for any purpose. No auxiliary buildings or sheds shall be allowed upon the Platted Property for any purpose.

6. No radio station or short-wave operators of any kind shall operate from the Platted Property which shall cause interference with audio or visual reception upon any property adjoining the Platted Property. No exterior radio antenna shall be erected or maintained in or on the Platted Property. No satellite TV antenna or "Dish" may be maintained, constructed or erected on the Platted Property unless it is constructed in the rear yard and at least twenty feet from the property line and is shielded from the public view by shrubbery and landscaping. No dish larger than 24" will be allowed.

7. No dwelling on the Platted Property shall be occupied until the exterior is completed and finished and the interior substantially completed and finished, and same inspected by the City of Cedar Falls and an occupancy permit issued by the City of Cedar Falls.

8. No bus, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a "pick-up truck" shall be kept or parked on the Platted Property for a period not to exceed twenty-
four hours, after which said vehicle cannot return to said Platted Property for a period of five days, provided, however, that this prohibition shall not apply to such vehicles driven in said Platted Property in pursuit of and in conducting their usual business.

9. All buildings erected on the Platted Property shall be constructed in accordance with the City Code of Ordinances of the City of Cedar Falls, Iowa.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Platted Property, except that in any individual residential unit constructed on the Property two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes, such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa. Dog runs or dog kennels of any kind are prohibited.

11. Any and all fencing constructed on the Platted Property shall have a minimum set back of one foot from the property line and must comply with all easement restrictions. Construction of any privacy fencing must have the support posts on the interior side of the fencing.

12. No building or structure shall be erected, placed or altered on the Platted Property until the building plans, showing all buildings, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of the external design and quality workmanship and materials by a representative of the Platted Property Owner.

13. Factory-built housing or modular homes will not be allowed.

14. Each person or entity who is record owner of a fee or undivided fee interest in any condominium unit on the Platted Property shall be a member of the Condo Association. Voting rights and membership in the Condo Association shall be set forth in the Declaration.

One of the purposes of the Condo Association shall be to maintain the general and common elements of the condominium regime as provided in the Declaration. Such maintenance shall include, but not limited to, streets, sidewalks, handicap ramps, sanitary sewers, storm sewers, water mains and services, landscaping, mowing, watering, upkeep of any underground sprinkler system, snow removal, refuse pick-up, and maintenance of all stormwater facilities.

The annual dues, and any adjustments thereof, for the Condo Association shall be as set forth in the Declaration and shall be sufficient to fund ongoing maintenance of the general and common elements as outlined in the Declaration. The Cove at Spruce Hills, LLC shall be exempt from any dues expense, except to the extent that The Cove at Spruce Hills, LLC owns one or more condominium units on the Platted Property.

#### **IMPROVEMENTS**

#### Private Improvements and Standards:

1. All development on the platted property shall be constructed according to the approved Site Plan, attached hereto as Exhibit C.

2. Spruce Needle Lane, a private street, as shown on Exhibit C, shall be brought to City grade at its intersection with Spruce Hills Drive. Said private street shall be twenty-five (25) feet in width, back of curb to

back of curb, with approved hard surface pavement in accordance with the City of Cedar Falls Fire Code and as specified per Exhibit C and building construction plans.

3. All private utilities shall be installed as required by the City of Cedar Falls Code of Ordinances.

4. City water shall be provided to the Platted Property as required by the Municipal Water Utilities of the City of Cedar Falls to a privately owned water distribution system that consists of piping, valves, fittings, and water service lines.

5. Fire hydrant(s) shall be provided as required by the Cedar Falls Public Safety Department. The fire hydrant(s) shall be exercised by Cedar Falls Utilities (CFU) as needed at the cost of the Platted Property Owner or Unit Owners through the Cove at Spruce Hills Condominium Owners Association, or successors or assigns.

6. A private storm sewer, together with the necessary manholes, catch basins, and water detention basins will be provided as specified by the City Engineer or designee.

7. A private sanitary sewer, together with the necessary manholes and sewer service lines shall be installed as specified by the City Engineer or designee.

8. All private sidewalks and ramps shall be constructed as specified on Exhibit C.

9. All Private Improvements shall be constructed, owned, maintained, and repaired or replaced by the Platted Property Owner.

Public Improvements and Standards:

- 1. All public utilities shall be installed as required by City of Cedar Falls Code of Ordinances.
- 2. Public sidewalks and ramps shall be constructed within the public ROW according to City standards and specifications. Said sidewalk shall be maintained by the Platted Property Owner.

The Public Improvements described herein shall be installed in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer or designee. All public sidewalks shall be constructed prior to issuance of an occupancy permit for any dwellings on the Platted Property. In the event the Developer does not provide the required Public Improvements that meet City Specifications, as determined solely by the City Engineer, the City Engineer may give the Developer written notice by ordinary mail that said Public Improvements shall be so completed within thirty (30) days. In the event the Developer fails to comply with said notice, the City may, at the sole discretion of the City, complete the necessary Public Improvements and the Platted Property Owner, for itself, and for its successors, grantees and assigns, waives all statutory requirements of notice of time and place of hearing and agree that the City may install said Public Improvements and assess the total costs thereof against the Platted Property which shall be a lien against the Platted Property to be collected in the same manner as property taxes.

May . 2022. SIGNED AND DATED

THE COVE AT SPRUCE HILLS, LLC, an Iowa limited liability company

Printed name: Brian Wingert

Title: Member

STATE OF IOWA, COUNTY OF Black Hawk, ss:

This record was acknowledged before me on <u>May 5th</u>, 2022 by Brian Wingert as <u>Member</u> of The Cove at Spruce Hills, LLC, an Iowa limited liability company.

STAMP



Notary Public in and for said State

11259890

#### STATE OF IOWA, BLACK HAWK COUNTY: ss

On this **5**<sup>th</sup> day of <u>May</u>, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brian J. Wingert, Manager of The Cove at Spruce Hills LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of The Cove at Spruce Hills LLC.



Notary Public in and for the State of Iowa

Notary i done in and for the State of Iowa

[NOTE – ALL EXHIBITS MUST BE ADDED]

11373011



#### Item 14.

# Exhibit B

# Stormwater Management Facilities





ired by: Erin D. Griffin, PLS Snyder & Associates, Inc., 2727 SW Snyder Boulevard Ankeny, Iowa 50023 (515) 964-2020 n to: Erin D. Griffin, PLS Snyder & Associates, Inc., 2727 SW Snyder Boulevard Ankeny, Iowa 50023 (515) 964-2020	SURVEYOR 'S CERTIFICATE	THE COVE AT SPRUCE HILLS PLAT 1, AN OFFICIAL PLAT, CEDAR FALLS, IOWA	RTIFY THAT DURING THE MONTH OF SEPTEMBER 2021 AT THE DIRECTION OF THE // AT SPRUCE HILLS, L.L.C., A SURVEY WAS MADE, UNDER MY SUPERVISION, OF THE CEL OF LAND TO BE KNOWN AS LOT 1, THE COVE AT SPRUCE HILLS PLAT 1, AS OWN ON THE ATTACHED PLAT, AND THE BOUNDARY OF WHICH IS MORE PARTICULARY SCRIBED AS FOLLOWS:	T DESCRIPTION:	<pre>\CT "F" HERITAGE HILLS ESTATES SECOND ADDITION, AN OFFICIAL PLAT NOW LUDED IN AND FORMING A PART OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.</pre>	RTHER CERTIFY THAT THE PLAT AS SHOWN IS A CORRECT REPRESENTATION OF THE RVEY AND ALL CORNERS WILL BE MARKED AS INDICATED	ERIND. Bate No.119710 19710 Jose No.119710 License No.119710
Prepared by: Erin D. ( Return to: Erin D. Gri		THE C	I CERTIFY THA COVE AT SPRI PARCEL OF L SHOWN ON TH DESCRIBED A	PLAT DESCRIF	TRACT "F" HE INCLUDED IN /	I FURTHER CE SURVEY AND /	LICENSED (CENSED)

#### Item 15.



# 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

Luke Andreasen, PE, Principal Engineer

- **DATE:** May 9, 2022
- **SUBJECT:** RP District Site Plan for the Cove at Spruce Hills Townhomes (SP21-013)
  - REQUEST: RP Site Plan of the Cove at Spruce Hills Townhomes
- PETITIONER: Brian Wingert (Developer); The Cove at Spruce Hills LLC (Owner); Snyder & Associates, INC. (Engineer)
  - LOCATION: The 6.95-acre property is located north of Greenhill Road and east of Spruce Hills Drive

# **PROPOSAL**

The developer is proposing to build 30, 2-story townhome units within six buildings (four (4) fiveunit townhome buildings, one (1) four-unit townhome building, and one (1) six-unit townhome building) on the last remaining undeveloped area of Heritage Hills Estates 2<sup>nd</sup> Addition subdivision. The proposed development will be on Tract F of Heritage Hills Estates 2<sup>nd</sup> Addition subdivision, which was reserved for multi-family development as per the approved RP Master Plan for the area. The six proposed buildings will have access through a private street, Spruce Needle Lane extending east and Spruce Creek Drive running north-south, which would also be private. As per the subdivision code, Tract F can only be developed if the tract is re-platted to create a lot. The minor plat to establish the new lot for development will also be reviewed alongside the site plan. City staff notes the proposed site plan cannot be approved before the approval of the minor plat.

### **BACKGROUND**

In the summer of 2004, the entire property of 19.12 acres ("Heritage Hills Estates Second Addition Subdivision") was rezoned to RP, Planned Residence District, for the construction of one and two-family residences, multifamily dwellings, and condominiums with a density not to exceed 4.47 dwelling units per acre. In the winter of 2014, the RP plan (see next page and attached) was amended to change the area shown for multi-family dwellings to single-family dwellings. This RP Master Plan reflected the proposed final subdivision plat and also established other proposed uses on the remaining acreage (i.e. multi-family and a commercial area). The amendment stated the multifamily area will have a density ratio of no more than 6.30 units per acre. Also, a clause stating the commercial area may be converted to multifamily at a

later date if the commercial use proves to not be viable.



The preliminary plat for the Heritage Hills Estates Second Addition was approved by the

Planning and Zoning Commission on June 24, 2015 and by the City Council on July 6, 2015.

In 2017, a final plat was approved which included the development of 17 lots, Tract A (Melendy Lane) Tract B, C, D, the expansion of Spruce Hills Drive eastward and the expansion of Prairie Parkway northward.

Last year, a plan for Lot 17 of Heritage Hills Estates Second Addition was approved for the construction of three duplex residential structures, which was consistent with RP Plan. Now the last parcel, Tract F, is proposed for development. If the subject townhome project is approved and constructed on Tract F of Heritage Hills Estates Second Addition, the subdivision will be fully built out.

# **ANALYSIS**

# Zoning:

As noted above, the subject property is zoned RP, Planned Residential District with a portion of the property also in the Highway Corridor and Greenbelt Overlay Districts. RP Districts are established with a comprehensive development plan. The RP District is a "mixed-use" type of zoning classification which allows the establishment of a mixture of residential types as well as some commercial uses to create a more diverse neighborhood. The proposed site plan of multi-unit residential townhomes matches the RP master plan for the area.

## Land Use and Density:

As stated above, the subject parcel, Tract F, has an allowed residential density of no more than 6.30 units per acre or 44 dwelling units. The proposal of 30 residential townhome units within six multi-unit buildings meets both the land use and density requirements as specified in the developmental procedures agreement, which was developed with the RP Master plan for the area.

## Proposed Layout of the Development:

The RP Planned Residence District provides flexibility in establishing lot sizes, setbacks and general layout of the development which then must be approved through the site plan review process. In this case, the development is proposed as a condominium regime with 30 units on one lot. All the streets and infrastructure will be private and maintained by a Homeowner's Association. The site layout is arranged with garages and pedestrian entries accessed from the private streets and finished façades with doors leading to rear porches/patios which face Greenhill Road and neighboring properties. This design provides two facades – one facing the private street and one facing the public street and neighboring properties.

The proposed site plan illustrates 25 foot front yard setbacks from the private street easement for all buildings along the Spruce Needle Lane and Spruce Creek Drive. The proposed six buildings are spaced a minimum of 20 feet apart, which provides adequate open space between the buildings for privacy and provides breaks in the facades. The buildings will be setback a minimum of 30 feet from the lot line along Prairie Parkway to be consistent with the approved setback shown on the final plat of Heritage Hills Estates Second Addition and will meet the 30-foot required perimeter setback for the RP district. All the minimum required setbacks are provided.

All infrastructure will be private and is delineated with private easements on the site plan and will be recorded with the plat. A 45-foot easement will be established for the private streets (Spruce Needle Lane and Spruce Creek Drive), which will narrow from the 60-foot public street right-of-way of Spruce Hills Drive at the entrance of the development. An easement for public and emergency vehicle access will need to be established over the private streets with the plat. Other private easements will be delineated for the private storm sewer and sanitary sewer. CFU will require an easement for the water main which will be extended to serve this development. There is an existing 50-foot Electric easement along E. Greenhill Road. In addition, the proposed site plan shows 10-foot public utility easements where required.

### Site Access:

The proposed development will be accessed through private streets, which will include an easterly extension of the Spruce Hills Drive, which will be known as Spruce Needle Lane (a private drive running west-east) and Spruce Creek Drive (a private drive running north-south). The private streets are proposed to be 24 feet in width with six parking stalls perpendicular to the roadway along Spruce Creek Drive to facilitate guest parking on the site since there the narrow street width and multiple driveways will limit available on-street parking. The proposed site plan includes sidewalks, which will need to meet ADA requirements, along the edge of the private streets to allow pedestrian movement throughout the development. In addition, sidewalks meeting City standards will be required along all public street frontages, including Spruce Hills Drive, Melendy Lane, and Prairie Parkway.

City staff notes private streets are discouraged as per the city's subdivision code for the following reasons:

- Private streets are often proposed in order to save space and cost associated with
  pavement depths and rights-of-way and street widths which do not meet City street
  standards. As a consequence, the City does not accept private streets as public
  improvements and all future maintenance cost falls to future owners/residents of the
  development and possibly adding a significant financial burden once the pavement needs
  to be replaced or reconstructed. If a homeowners association (HOA) hasn't been set up
  to collect funds over time for future maintenance costs, these areas may experience
  disinvestment in the future and homeowners often turn to the City for assistance if that
  occurs.
- Secondly, since the private streets are not dedicated to the City, the property owners or the HOA will be responsible for services, such as garbage pick-up and snow removal.

Staff has noted these issues to the developer and indicated the deed of dedication and owners declaration of covenants will need to be carefully drafted to ensure future buyers are aware of these costs and responsibilities. The documents will be reviewed with the minor plat and provided these issues are clearly addressed in the subdivision documents, staff is accepting of the private streets in this particular case due to the unique site constraints: 1) the parcel is bounded by wetlands and floodplain to the north and west and, 2) no street connection will be allowed to Greenhill Road, which is an arterial street. As a consequence, the proposed streets will be dead end and only serve this development and not function for neighborhood traffic circulation. The developers are responding to the community market for townhomes instead of larger multi-family buildings, and therefore, it is more challenging to fit all the units on the site and provide a connected street layout, such as a loop street.

As per code, cul-de-sacs or dead-end streets are also discouraged, but if allowed they do not exceed 600 feet in length and are designed to meet Fire Code regulations for emergency vehicle access and turn around. The City's Fire Division has reviewed the proposed development and finds it acceptable.

# Landscaping:

HCG Highway Corridor and Greenbelt Overlay Zoning District require the incorporation of landscaping standards to provide continuity of developments within the HCG overlay district. Required landscape areas shall be 65 percent of the lot exclusive of buildings and the yard area shall be planted with a combination of trees and shrubs to achieve a minimum of 0.05 points per square foot of landscaped area. Additionally, a minimum of 0.75 points per linear foot of street frontage must be achieved in the right-of-way area to meet street tree planting requirement and screening is required along the lot line adjacent boundary to screen the development from major arterial roads. Following is the table which summarizes required and proposed landscaping improvements as per code.

Site Landscaping	
Overall Lot area	302,756 sq. ft.
Total area of Building footprint on lot	31,350 sq. ft.
Total area exclusive of building footprint	271,406 sq. ft.
Min. landscaping points required	8,820 points (271,406 * 0.65 * 0.05)
Landscaping points proposed	8,820 points (4,480 points – overstory trees,
	2400 points – evergreen trees, 1,020 points –

	understory trees, and 920 points – shrubs)			
Street Tree Planting				
Min, street tree planting points required	0.75 points per linear foot of street frontage			
Required street tree planting points	447.75 points (597 ft * 0.75 points)			
Street tree planting points proposed	480 points (6 trees)			
Parking lot screening (provided in the proposed site plan)				

The proposed landscaping plan meets the minimum landscaping points requirement as per code.

# **Building Elevations:**

The proposed site plan includes six townhome buildings; four containing five units, one four-unit building, and one six-unit building. All the townhomes look identical to one another. The rear elevation snapshot below will be visible from peripheral areas of the site, including from Greenhill Road, and the front elevation snapshot below will be visible from the private drives in the development. Building materials include the use of cultured stone (minimal), three shades of lap siding, three shades of wood shakes and asphalt roofing shingles. The shades of wood shakes and lap sidings are nicely balanced and complement each other.



# Implications for future residents:

The proposed project for multi-family residential development on private drives means the city will not undertake and provide any maintenance of the private drives and sidewalks. Also, the city will not provide services, such as snow removal and garbage pick-up for the area. The cost of the maintenance of streets, sidewalks, garbage removal and snow removal will be the responsibility of a homeowner's association, which will be established at the time of development. These items of responsibility must be stated in the Owner's Statement and Declaration of Covenants and Restrictions.

## TECHNICAL COMMENTS

City staff, including Cedar Falls Utilities (CFU) personnel, has the following technical comments on the proposed site plan.

- All basic utility services are available to the site. The developer is responsible for the construction of a properly sized, privately owned and maintained water system beginning at the existing 12-inch water main at the east end of the Spruce Hills Drive. Water main sizing and fire hydrant and valve placement locations will need to be modified. This will be done as a part of the construction plan review. The developer is currently working with CFU personnel to address the comments. CFU also notes the trees and other landscaping features proposed on the landscaping plan are within the utility easement area. And removal and replacement of the trees or any other landscaping located within these areas may be disturbed by utility maintenance, repair, or replacement is the responsibility of the property owner.
- The City Engineering Division staff members have reviewed the plans and have found them acceptable. Since the roads, storm sewer, sanitary sewer, and most of the sidewalks are private infrastructure, engineering staff has minimal input on the construction plans. Due to the proximity of the project site to the floodplain, the detention was designed for stormwater runoff quality control purposes and not designed for full storage. The City will not be responsible for any maintenance on the private infrastructure including snow removal. The sidewalks which are located in the public right-of-way must meet city standards including ADA compliance. The landowner will be responsible for clearing snow and maintaining the public sidewalk adjacent to the property, as is the requirement for all public sidewalks throughout the city.
- Staff notes the proposed project site will need to be platted to execute the proposed site • plan since the property is shown as "Tract F" of Heritage Hills Estates 2<sup>nd</sup> Addition subdivision. As per subdivision code, tracts can only be developed if the tract area is replatted to create a developable parcel, i.e. a lot. Once the minor plat is approved, the site plan can be approved concurrently. For safety purposes, per staff and Planning and Zoning Commission recommendation, the developer added a street light at the intersection of Spruce Needle Lane and Spruce Creek Drive, which will be maintained and paid for by the HOA, similar to all other private infrastructure on the site. City staff worked with the applicant on the Owner's Statement and Declaration of Covenants and Restrictions, which establishes that all maintenance and repair of the private infrastructure and common elements will be the responsibility of the future residents through a homeowners' association. This maintenance will include, but is not limited to any repair of the private streets and sidewalks, utilities, storm water management facilities, and maintenance of all landscaping, garbage pick-up and snow removal along the private and public streets and sidewalks. The details of these responsibilities are outlined in the Owner's statement and Declaration of Covenants and Restrictions, which will be recorded with the plat.

A courtesy notice about proposed site plan development was provided to the surrounding residents within 200 feet of the proposed project site was sent out on March 1<sup>st</sup>, 2022.

# RECOMMENDATION

At their regular meeting on April 13<sup>th</sup>, 2022, on a vote of 9-0, the Planning and Zoning Commission recommended approval of the submitted minor plat for the Cove at Spruce Hills subject to conformance with all city staff recommendations and technical requirements.

# PLANNING & ZONING COMMISSION

Chair Leeper introduced the item and Mr. Atodaria provided background information. He Introduction discussed a rezoning in 2004 and an RP Plan amendment in 2014 and the changes & made. He explained that in 2017 a final plat was approved and the proposed project will Discussion be the last development in the subdivision. It is proposed to build 30 units of 2-story 3/9/2022 townhomes within six buildings that would include four (4) five-unit townhome buildings. one (1) four-unit townhome building and one (1) six-unit townhome building. He discussed the proposed site plan layout with regard to garage and pedestrian access, facades and infrastructure. He noted that all infrastructure, including the internal streets and sidewalks would be private. He noted staff concerns about private streets and that long term maintenance and provision of services would fall to future homeowners. Mr. Atodaria spoke about the setbacks, easements, site access, stormwater management, landscaping and building elevations. It is noted that the sidewalks in the public right-ofway must meet city standards, including ADA compliance. The homeowners will be responsible for clearing snow, garbage removal and maintaining both the public and private sidewalks (installed within property boundary). He described the outstanding issues that included the need for lighting plan, approval of the minor plat prior to the site plan, and submission of the Deed of Dedication addressing responsibilities of maintenance of shared areas. He explained that future residents should note that the City will not provide any maintenance of private streets or sidewalks, or provide services such as snow removal and garbage pickup and the cost of such things will be the responsibility of the Home Owners Association or the developer.

> Brian Wingert, 2110 Flynn Drive, spoke regarding the project as the developer. He discussed the density issues and the compromise to reduce it. He also explained that there will be a lot of landscaping and beautification done in the area. He also noted that an on-site manager has been hired to be available for any issues in the neighborhood. Mr. Wingert explained that the units are at a sale point of \$250,000 and discussed affordable housing.

Ms. Saul feels it is a good use of space. Ms. Lynch stated her appreciation for not removing the forest area behind the properties. The item was continued to the next meeting.

### Discussion & Vote

04/13/2022 Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that this item was discussed at the last meeting and briefly reiterated the proposal. Thirty units are proposed with 2-story townhome units within six buildings that will be accessed through the extension of Spruce Hills Drive to the east and Spruce Creek Drive running north-south. He discussed the site layout and private infrastructure. He noted that all setback requirements are met and easements will be maintained and managed by the developer. He discussed the site access, stormwater management, landscaping, building elevations and technical comments. He spoke to the outstanding issues and notes for future residents with regard to the site plan. Staff recommends approval with any comments or direction specified by the Commission and conformance to all city staff recommendations and technical comments.

Ms. Saul made a motion to approve the item with the city recommendations. Mr. Holst

seconded the motion. 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 April 13, 2022

Item 15.



# SITE PLAN FOR THE COVE AT SPRUCE HILLS TOWNHOMES MULTI-FAMILY RESIDENTIAL DEVELOPMENT CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



VICINITY MAP

OWNER THE COVE AT SPRUCE HILLS LLC 201 WASHINGTON ST CEDAR FALLS, IA 5013

DEVELOPER BRIAN WINGERT 2021 MAIN STREET, SUITE A CEDAR FALLS, IA

ENGINEER **SNYDER & ASSOCIATES** 2727 SW SNYDER BLVD ANKENY, IA 50023 CONTACT: ERIC CANNON

# **INDEX OF SHEETS**

C100 TITLE SHEET PROJECT INFORMATION DIMENSION PLAN C400 UTILITY PLAN GRADING PLAN **EROSION CONTROL PLAN** PLANTING PLAN PLANTING PLAN GENERAL NOTES



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of lowa.

Date Eric D. Cannon, P.E. License Number P18954 My License Renewal Date is December 31, 2023 Pages or sheets covered by this seal: C-100 THRU C601

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# LEGEND

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# UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.

MICV

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS. QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING

VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

# UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

# NOTES

- NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
- 2. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE SOILS REPORTS PREPARED BY OTHERS.
- 3. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
- ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.
- 5. NOTIFY OWNER, ENGINEER.CITY OF CEDAR FALLS AND CEDAR FALLS UTILITY AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
- CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM
- 7. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- 8. ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.
- DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
- 10. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.
- 11. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
- 12. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
- 13. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
- 14. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
- 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY, CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT
- 16. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, POLK COUNTY, AND THE OWNER PRIOR TO CONSTRUCTION.
- 17. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.



NOTES

- BUILDING LINES AND CORNERS ARE FOR USE IN PREPARING CIVIL SITE PLAN DOCUMENTS. BUILDING CORNERS AND BUILDING LINES SHOULD BE SPECIFICALLY VERIFIED, AS NECESSARY, PRIOR TO DESIGN FOR CONSTRUCTION OF ANY PROPOSED EXPANSION OR CONNECTION OF BUILDING COMPONENTS.
- FOR CLARITY PURPOSES, SURVEY SPOT ELEVATIONS ARE NOT SHOWN ON THIS SURVEY, BUT ARE CONTAINED WITHIN THE DIGITAL CADD FILES.
- FOR THE PURPOSE OF THIS SURVEY, STORM SEWER, SANITARY SEWER AND WATER MAIN LINES ARE ASSUMED TO FOLLOW A STRAIGHT LINE FROM STRUCTURE TO STRUCTURE.
- 4. UTILITY SERVICE LINES TO BUILDINGS ARE APPROXIMATE ONLY. AN INTERNAL BUILDING INVESTIGATION, EXCAVATION AND/OR SUBSURFACE LOCATING/DESIGNATING WOULD NEED TO BE PERFORMED TO DETERMINE THE LOCATION OF SERVICES ENTERING THE BUILDING.
- UNDERGROUND PIPE MATERIALS AND SIZES ARE BASED UPON VISIBLE EVIDENCE VIEWED FROM ACCESS MANHOLES/STRUCTURES. DUE TO THE CONFIGURATION AND/OR CONSTRUCTION OF THE STRUCTURE, IT MAY BE DIFFICULT TO ACCURATELY DETERMINE THE PIPE MATERIAL AND/OR SIZE. THE SURVEYOR WILL USE THEIR JUDGMENT AND EXPERIENCE TO ATTEMPT TO DETERMINE, BUT COMPLETE ACCURACY CANNOT BE GUARANTEED.
- 6. BOUNDARY LINES SHOWN ON THE EXISTING SITE SURVEY ARE TO FACILITATE DESIGN OR CONCEPT NEEDS AND ENABLE CREATION OF SAID CONSTRUCTION DOCUMENTS. THESE LINES DO NOT CONSTITUTE A CERTIFIED BOUNDARY SURVEY AND MISSING MONUMENTS WILL NOT BE SET.

Mailbox

Sprinkler Head

Irrigation Control Valve

# POLLUTION PREVENTION NOTES A. POLLUTION PREVENTION AND EROSION PROTECTION

- PERFORMANCE.
- CONTRACTOR.
- **B. STORM WATER DISCHARGE PERMIT** 
  - THE CONTRACT DOCUMENTS.
- WATER ACT AND THE CODE OF IOWA.
- C. POLLUTION PREVENTION PLAN
- MADE DURING CONSTRUCTION.

- UNLESS INFEASIBLE OR NOT APPLICABLE:

- PREVENTION.
- SEWERS ARE INSTALLED.
- IMPROVEMENTS ARE LOCATED.
- EXCEEDING 14 CALENDAR DAYS.
- MUST BE CONTAINED ONSITE.

PROPERTY DE	SCRIPTION

TRACT "F", HERITAGE HILLS ESTATES SECOND ADDITION, AN OFFICIAL PLAT IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

# PROPERTY ADDRESS

CORNER OF SPRUCE HILLS DRIVE/PRAIRIE PARKWAY AND GREENHILL ROAD

# ZONING

**RP - PLANNED RESIDENTIAL** 

# **BULK REGULATIONS**

25' FRONT YARD (ALONG SPRUCE HILLS DRIVE/PRAIRIE PARKWAY) 30' BACK YARD (PERIMETER SETBACK ALL OTHER SIDES)

# PARKING REQUIREMENTS

PARKING REQUIRED 1 GUEST PARKING SPACE PER EVERY 5 UNITS = 6 SPACES

#### PARKING PROVIDED OPEN STALLS = 6 SPACES

ADDITIONAL PARKING PROVIDED GARAGE STALL = 60 STALLS (2 PER UNIT) DRIVEWAY STALLS = 30 (1 PER UNIT)

UTILITY CONTACT INFORMATION

TOTAL PARKING PROVIDED 96 STALLS



CITY OF CEDAR FALLS

319-273-8600 TYLER.GRIFFIN@CEDARFALLS.COM

# CONTROL POINTS

G1-GAS MAIN

S1-SANITARY

ST1-STORM

FO1-FIBER OPTIC

OE1-OVERHEAD ELECTRIC

CO1-COMMUNICATION

**UE1-UNDERGROUND ELECTRIC** 

W1-WATER MAIN

IOWA REGIONAL COORDINATE SYSTEM ZONE 5 (WATERLOO) NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

- FOUND CUT "X" TOP CURB, SW CORNER OF TOWN HOME DRIVE

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A) IARTN DERIVED - US SURVEY FEET

> ARROW ON HYDRANT LOCATED AT SE QUADRANT SPRUCE HILLS DRIVE AND PRAIRIE PARKWAY. (AS SHOWN ON SURVEY)

# DATE OF SURVEY

SEPTEMBER 10TH, 2021

JERALD LUKENSMEYER 319-268-5330 JERALD.LUKENSMEYER@CFUNET.NET

CEDAR FALLS UTILITIES

TYLER GRIFFIN

UTILITY CONTACT FOR MAPPING INFORMATION SHOWN AS RECEIVED FROM

THE IOWA ONE CALL DESIGN REQUEST SYSTEM. TICKET NUMBER 551903014.

1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF

2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE

1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN

2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN

3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN

2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.

3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.

4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S

a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION. AND MINIMIZE SOIL COMPACTION.

b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.

c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.

d. MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.

e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.

f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE

g. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM

h. RESPREAD A MINIMUM OF 6 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER

i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR A PERIOD

j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT

k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

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SEPARATION BETWEEN UTILITIES. VERIFY SEPARATION PRIOR TO N IS LOCATED BELOW THE STORM SEWER, PROVIDE GASKETED JOINTS FOR WATER MAIN PIPE FOR THE 8" STORM SEWER PIPE LOCATED WITHIN 10 FEET	4 Ω	- 7	MAF	Engi	Tech	Proje
ION SHOWN. LIGHT SHALL BE MEL NORTHEY SQUARE LIGHT OR SIMILAR. IT 21 FOR LIGHT POLE POWER. ELECTRICAL REQUIREMENTS TO BE			CEDAR FALLS I		2727 S.W. SNYDFR BI VD	ANKENY, IOWA 50023 515-964-2020   www.snyder-associates.cor
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- EROSION CONTROL, PROVIDE THE FOLLOWING: A. SILT FENCE. EVERY END OF SILT FENCE SHALL TURN UPHILL FOR MINIMUM 20 FEET TO CREATE PONDING AREAS. SILT FENCE SHALL BE INSTALLED AT A MAXIMUM LENGTH OF 200' PER SECTION. INSTALL ADDITIONAL J-HOOKS AS NEEDED DURING CONSTRUCTION.
- B. FILTER SOCK C. INLET PROTECTION. SILT BARRIER ENCLOSURES SHALL BE INSTALLED AROUND ALL AREA INTAKES AND FLARED END SECTION INLETS TO PROTECT STORM SEWERS FROM SIDEMENT IMMEDIATELY AFTER CONSTRUCTION OF INLET. ALL STORM WATER STREET INTAKES SHALL BE PROTECTED FROM SILT WITH FILTER SOCKS OR EQUIVALENT SEDIMENT PROTECTION MEASURES AFTER PAVING.
- D RIP RAP

U0 B (500/-

- E. STABILIZED CONSTRUCTION ENTRANCE. 20' WIDE X 50' LONG MINIMUM. F. STAGING AREA. STABILIZE EXTENTS OF STAGING AREA WITH SILT FENCE OR FILTER SOCKS.
- G. STOCKPILE AREA. STABILIZE STOCKPILE AREA WITH SEEDING/MULCHING, SILT FENCE OR FILTER SOCKS.
- H. PORTABLE RESTROOM. PORTABLE RESTROOM SHALL BE STAKED TO THE GROUND SO THAT IT CANNOT TIP OVER I. CONCRETE WASHOUT. ENCLOSE WASHOUT WITH FILTER SOCK OR OTHER EROSION CONTROL
- J. DUMPSTER.

NOTE: AN NPDES GENERAL PERMIT NO. 2 IS IN PLACE AND THE SITE REQUIRES REGULAR INSPECTIONS AND EROSION CONTROL DOCUMENTATION. ALL EROSION CONTROL LOCATIONS ARE DEPENDANT ON CONTRACTOR OPERATIONS AND MAY DIFFER FROM WHAT IS SHOWN. THOSE RESPONSIBLE FOR EROSION CONTROL INSPECTIONS SHALL UPDATE THE EROSION CONTROL PLAN AS NEEDED FOR ACTUAL CONTRACTOR OPERATIONS OR WHERE ADDITIONAL EROSION CONTROL NEEDS HAVE BEEN IDENTIFIED.



- CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADE IF TO BE SEEDED, AND MINIMUM 6" IF TO BE SODDED. TOPSOIL RESPREAD DEPTH SHALL BE INCREASED IN NON STRUCTURAL AREAS WHERE FEASIBLE TO ENSURE ALL TOPSOIL REMAINS ON SITE PER CITY OF CEDAR FALLS. PER CITY OF CEDAR FALLS REQUIREMENTS, CONTRACTOR SHALL DIG 4 HOLES PER ACRE PRIOR TO INITIAL CITY SWPPP INSPECTION, SO TOPSOIL DEPTH CAN BE MEASURED.
- WATER QUALITY BASIN PROVIDES 19,100 CF OF STORAGE. CONSTRUCT BASIN TO TOP OF BERM AND EXCAVATE OVERFLOW WIER AFTER CONSTRUCTION IS COMPLETE TO UTILIZE FULL 19,100 CF DURING CONSTRUCTION. WATER QUALITY BASIN TO HAVE SUBDRAIN TILE INSTALLED AS SHOWN IN PLANS AT BEGINNING OF CONSTRUCTION AND SFILTER SOCK SHALL BE INSTALLED IMMEDIATELY AFTER SUBDRAIN IS INSTALLED TO PREVENT CLOGGING OF THE INFILTRATION BASIN. ALTHOUGH SITE IS GREATER THAN 5 ACRES, NO MORE THAN 5 ACRES OF DISTURBED AREA WILL FLOW TOWARDS WATER QUALITY BASIN.

IF MASS GRADED, DISTURBED SITE CONTAINS APPROXIMATELY 6.5 ACRES. ALTHOUGH DISTURBANCE MAY EXCEED 6.5 ACRES, APPROXIMATELY 4.8 ACRES OF DISTURBED ACRES WILL DRAIN TO BASIN, WHILE THE REST AROUND THE PERIMETER IS UNABLE TO BE CONCENTRATED. COORDINATE WITH CITY OF CEDAR FALLS IF DISTURBING MORE THAN 5 ACRES AT ONCE AND EXTEND PROPOSED WATER QUALITY BASIN 30' SOUTH IF REQUIRED TO PROVIDE FOR FULL 3600 CF/ACRE OF DRAINAGE FOR THE 6.5 ACRES DISTURBED EVEN IF THE FULL 6.5 ACRES CANNOT BE ROUTED TO THE BASIN.

- CONTRACTOR SHALL NOTE THE PROXIMITY OF THE WATERS OF THE STATE TO THE NORTH OF THE PROPERTY. TYPICALLY A 100' BUFFER IS REQUIRED BETWEEN THE WATER AND CONSTRUCTION. CONSTRUCTION LIMITS ARE APPROXIMATELY 30' FROM THE EDGE OF THE CREEK AT IT'S CLOSEST. ENSURE SILT FENCE IS PROVIDED AT THE NORTH EDGE OF THE SITE PRIOR TO CONSTRUCTION AND ONCE GRADING HAS BEEN COMPLETED WITHIN THIS AREA, STABILIZE THE SLOPES WITH SEED OR ADDITIONAL EROSION CONTROL. MAINTAIN CLOSE INSPECTION OF THIS AREA TO ENSURE NO EROSION OCCURS BEYOND THE PROPERTY LINE.
- TEMPORARILY ROUGHEN THE SURFACE OF GRADED SLOPES PERPENDICULAR TO THE SLOPE AS AN END OF DAY PRACTICE AND IN CONJUNCTION WITH OTHER STABILIZATION METHODS. THIS WILL REDUCE RUNOFF VELOCITY, TRAP SEDIMENT, INCREASE INFILTRATION AND AID IN ESTABLISHMENT OF VEGETATION COVER.







PLANT SCHEDULE						
QTY	KEY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	COMMENTS	
CAN	DPY 1	rees				
10	AF	Acer x freemanii 'Jeffersred' AUTUMN BLAZE	AUTUMN BLAZE MAPLE	2" Cal.	B&B	
7	СК	Cladrastis kentukea	YELLOWWOOD	2" Cal.	B&B	
8	со	Celtis occidentalis 'Prairie Pride'	PRAIRIE PRIDE HACKBERRY	2" Cal.	B&B	
6	GB	Ginkgo biloba 'Autumn Gold'	AUTUMN GOLD GINKGO	2" Cal.	MALE ONLY, B&B	
3	GT	Gleditsia triacanthos f. inermis 'Shademaster'	SHADEMASTER HONEYLOCUST	2" Cal.	B&B	
5	PA	Platanus x acerifolia 'Morton Circle'	EXCLAMATION PLANETREE	2" Cal.	B&B	
5	ТА	Tilia americana 'Frontyard'	FRONTYARD LINDEN	2" Cal.	B&B	
3	QB	Quercus bicolor	SWAMP WHITE OAK	2" Cal.	B&B	
10	QR	Quercus rubra	NORTHERN RED OAK	2" Cal.	B&B	
5	UМ	Ulmus 'Morton Stalwart'	COMMENDATION ELM	2" Cal.	B&B	
EVE	RGRE	EN TREES				
12	PC	Pinus cembra	BLUE TOWER SWISS STONE PINE	6' HT.	B&B	
18	PP	Picea pungens f. glauca 'Fat Albert'	FAT ALBERT COLORADO SPRUCE	6' HT.	B&B	
ORN	AMEN	ITAL TREES	1			
6	AG	Amelanchier x grandiflora 'Autumn Brilliance'	AUTUMN BRILLIANCE SERVICEBERRY	1 <u>1</u> " Cal.	B&B, MULTI-STEM, 6' HT.	
8	MA	Malis 'Adirondack'	ADIRONDACK CRABAPPLE	1 <u>1</u> " Cal.	B&B, 6' HT.	
4	MJ	Malus 'Jarmin'	ROYAL RAINDROPS CRABAPPLE	1 <u>1</u> " Cal.	B&B, 6' HT.	
8	SR	Syringa retifulata	JAPANESE TREE LILAC	1 <u>1</u> " Cal.	B&B, 6' HT.	
8	VL	Viburnum lentago	NANNYBERRY TREE VIBURNUM	1 <u>1</u> " Cal.	B&B, MULTI-STEM, 6' HT.	
DEC	IDUOI	JS SHRUBS & ORNAMENTAL GRASSES				
17	HF	Hydrangea paniculata 'Fire Light'	FIRE LIGHT PANICLE HYDRANGEA	36" Ht.	3 GAL. CONT (9' O.C.).	
16	PF	Physocarpus opulifolius 'Fireside'	FIRESIDE NINEBARK	36" Ht.	3 GAL. CONT (4' O.C.).	
16	PJ	Physocarpus opulifolius 'Jefam' AMBER JUBILEE	AMBER JUBILEE NINEBARK	24" Ht.	3 GAL. CONT (4' O.C.).	
14	ST	Spiraea betulifolia 'Tor Gold'	GLOW GIRL SPIREA	18"-24" Ht.	3 GAL. CONT (4' O.C.).	
10	VD	Viburnum dentatum	ARROWWOOD VIBURNUM	36" Ht.	3 GAL. CONT (9' O.C.).	
10	VR	Viburnum trilobum 'Redwing'	REDWING AMERICAN CRANBERRYBUSH	36" Ht.	3 GAL. CONT (9' O.C.).	
EVE	RGRE	EN SHRUBS				
20	JC	Juniperus chinensis 'Sea Green'	SEA GREEN JUNIPER	24" Ht.	3 GAL. CONT (5' O.C.).	
31	JL	Juniperus chinensis 'Gold Lace'	GOLD LACE JUNIPER	24" Ht.	3 GAL. CONT (5' O.C.).	
35	JM	Juniperus chinensis 'Maney'	MANEY JUNIPER	24" Ht.	3 GAL. CONT (5' O.C.).	
30	PM	Pinus mugo 'White Bud'	WHITE BUD DWARF MUGO PINE	24" Ht.	3 GAL. CONT (5' O.C.).	

NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY PLANT MATERIAL PRIOR TO BIDDING. IN THE CASE OF A DISCREPANCY, THE PLAN QUANTITY SHALL GOVERN.





- THE UTILITIES SHOWN HA AND/OR RECORDS OBTAIL UTILITIES SHOWN COMPR SERVICE OR ABANDONED UTILITIES SHOWN ARE IN
- **B. NOTIFY UTILITY OWNERS** CONTRACTOR IS RESPON AND DEPTH OF ALL UTILIT DURING CONSTRUCTION. CARELESSNESS SHALL BE COORDINATE AND COOPE CONSTRUCTION.
- C. ALL PLANT MATERIAL SHA THE "AMERICAN STANDAF
- D. CONTRACTOR SHALL GUA YEAR FROM DATE OF INS
- E. PROVIDE A MIN 3-FOOT PE AROUND ALL TREES AND VERTICAL CUT NATURAL
- F. PROVIDE 2-INCH RIVER G BARRIER FABRIC UNDERL
- G. SEED ALL AREAS DISTURE PERMANENT LAWN SEED
- H. FURNISH AND INSTALL ST NURSERY. WWW.PRAIRIEI APPROVED EQUAL. SEED SPECIFICATIONS 9010 SEE
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TREE DRAINAGE WELL ONLY REQUIRED IF IMPERVIOUS SOILS ARE FOUND DURING INSTALLATION AS PER SPECIFICATIONS AND AS APPROVED BY ENGINEER.

PLANTING PIT DETAILS 3 C601 NO SCALE

SENERAL NOTES WE BEEN LOCATED FROM FIELD SURVEY INFORMATION NED. THE SURVEYOR MAKES NO GUARANTEE THAT THE RISE ALL SUCH UTILITIES IN THE AREA, EITHER IN . THE SURVEY FURTHER DOES NOT WARRANT THAT THE THE EXACT LOCATION INDICATED. PRIOR TO BEGINNING ANY CONSTRUCTION. NSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION ITES. AVOID DAMAGE TO UTILITIES AND SERVICES ANY DAMAGE DUE TO THE CONTRACTOR'S E CORRECTED AT THE CONTRACTOR'S EXPENSE. ETATE WITH UTILITY COMPANIES DURING ALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN RDS FOR NURSERY STOCK'' (ANSI Z60.1-LATEST EDITION). ARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE TALLATION. ERIMETER RING OF SHREDDED HARDWOOD MULCH PLANTINGS BEDS TO A DEPTH OF 3 INCHES. PROVIDE EDGE TO A DEPTH OF 4-INCHES RAVEL PLACED TO A DEPTH OF 4-INCHES WITH WEED AYMENT IN PLANT BED AREAS SHOWN ON PLAN. BED BY CONSTRUCTION WITH TYPE 1 SUDAS MIX, UNLESS NOTED OTHERWISE.	4     REVISED AS PER CITY COMMENTS     4-18-22     JFS       3     REVISED AS PER CITY COMMENTS     3-30-22     JFS	2 REVISED AS PER CITY COMMENTS 2-8-22 JFS	1 REVISED AS PER OWNER 1-21-22 JWM	ALLS A MARK REVISION DATE BY	Engineer: EDC Checked By: EDC Scale: 1" =NA	Technician:JWM Date: 09-27-21 T-R-S: TTN-RRW-SS	D 53718 Project No:121.0880.01 Sheet C601 isociates.com	
ORM DETENTION BASIN SEED MIX BY PRAIRE MOON MOON COM, 32115 PRAIRE LANE, WINONA, AM 55887, OR ING RATE: 11.48 LBS/ACRE. INSTALL AS PER SUDAS EDING. GREEN, Tricitum aestivum, SHORT-LIVED STERILE T GRASS HYBRID OR APPROVED EQUAL AS A COVER AT THE SAME TIME WITH THE STORM DETENTION BASIN BS/ACRE. BONDED FIBER MATRIX(MBFM) IMMEDIATELY ATTON ON ALL AREAS SEEDED WITH A SLOPE OF 6:1 OR PRODUCTS AND MANUFACTURERS: , 750 LAKE COOK ROAD - SUITE 400 3 S. COM OR APPROVED EQUAL. <b>SECUIREMENTS:</b> IS AND CALCULATIONS: LS CODE AND ORDINANCES SEC. 26-180 - HCG HIGHWAY CORRIDOR ZONING DISTRICT) OR DESIGNATED RESIDENTIAL ZONES: LL OT AREA 30 TOTAL UNITS = 31.350 SF 50 (BUILDINGS) = 176,414 YER SF OF LANDSCAPED AREA) = 8,821 POINTS AL AT 80 POINTS x (36) = 1,480 POINTS T. AT 80 POINTS x (30) = 2,400 POINTS T. AT 80 POINTS x (34) = 1,020 POINTS T. AT 80 POINTS x (34) = 1,020 POINTS T. AT 80 POINTS x (184) = 920 POINTS T. AT 80 POINTS x (184) = 920 POINTS T. AT 80 POINTS x (184) = 920 POINTS T. AT 80 POINTS x (184) = 100 POINTS T. OT OF STREET FRONTAGE MUST BE ACHIEVED IN THE CITY PARKING EET FRONTAGE ALONG GREENHILL ROAD S REQUIRED ACH = 480 POINTS PROVIDED				G PI AN GENERAL NOTES CEDARE			ER&ASSOCIATES, INC. MADISON. WISCONSIN MADISON. WISCONSIN 608-838-0444   www.snyder-as	
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ltem 15.



# **MATERIAL SCHEDULE**

CS	CULTURED STONE
R1	ASPHALT ROOFING SHINGLE
S1	7" LAP - WHITE
S2	7" LAP - GRAY
S3	7" LAP - CHARCOAL
S4	SHAKES - GRAY
S5	SHAKES - CHARCOAL









Item 15.



# **MATERIAL SCHEDULE**

CS	CULTURED STONE
R1	ASPHALT ROOFING SHINGLE
S1	7" LAP - WHITE
S2	7" LAP - GRAY
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Item 15.



# **MATERIAL SCHEDULE**

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S1	7" LAP - WHITE
S2	7" LAP - GRAY
S3	7" LAP - CHARCOAL
S4	SHAKES - GRAY
S5	SHAKES - CHARCOAL





Prepared by: VJ Engineering, 1501 Technology Parkway, Suite 100, Cedar Falls, IA 50613 (319-266-5829)

# RESOLUTION NO. 18930

## RESOLUTION ACCEPTING AND APPROVING R-P DISTRICT DEVELOPMENT SITE PLAN AND DEVELOPMENTAL PROCEDURES AGREEMENT

WHEREAS, an R-P District Development Site Plan, and a Developmental Procedures Agreement, attached hereto as Exhibits "A" and "B", have been submitted for acceptance and approval by the City Council of the City of Cedar Falls, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the attached R-P Development Site Plan, and the Developmental Procedures Agreement, submitted for the property described as follows:

That part of the Southeast Quarter of Section 24, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of said Southeast Quarter; thence N89°32'29"W 1043.08 feet along the South line of said Southeast Quarter and the North right-of-way line of Greenhill Road; thence N0°31'56"E 40.01 feet to the Southeast corner of Heritage Hills Estates; thence N0°26'35"E 130.21 feet along the East line of Heritage Hills Estates to the South right-of-way line of Spruce Hills Drive; thence N24°49'23"E 65.87 feet to the North right-of-way line of Spruce Hills Drive; thence N0°19'10"E 563.06 feet along the East line of Heritage Hills Estates First Addition; thence N38°10'00"E 401.27 feet along the Southeasterly line of Heritage Hills Estates First Addition to the Southwesterly line of Heritage 5th Addition; thence S34°26'51"E 307.06 feet along the Southwesterly line of Heritage 5th Addition; thence S34°26'51"E 490.07 feet along the Southwesterly line of Heritage 5th Addition; thence S0°20'15"E 490.07 feet along the West line of said Briarwood Hills Fourth Addition to the point of beginning, containing 19.126 acres, and is subject to easements and restrictions of record.

be, and the same are hereby accepted and approved, and the Mayor and City Clerk are hereby authorized and directed to certify a copy of this resolution to the County Recorder of Black Hawk County, Iowa.

INTRODUCED AND ADOPTED this 27 day of January, 2014 Jon T. Crews, Mayor ATTEST:

Jennifer Rodenbeck, CPA, CPFO Finance Manager/City Clerk

#### Prepared by Wendell J. Lupkes, L.S., VJ Engineering 1501 Technology Parkway, Ste. 100 Cedar Falls, Iowa 50613

### EXHIBIT "B"

#### DEVELOPMENT PROCEDURES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Cedar Falls, Iowa ("City") and Anfinson Properties, LLC (Anfinson) for the purpose of outlining the procedures to be followed for the development of certain land hereinafter described, and for allowing the City to proceed with the request for rezoning of the real estate made by Anfinson.

1. The real estate which is the subject of this agreement is legally described as:

That part of the Southeast Quarter of Section 24, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of said Southeast Quarter; thence N89°32'29"W 1043.08 feet along the South line of said Southeast Quarter and the North right-of-way line of Greenhill Road; thence N0°31'56"E 40.01 feet to the Southeast corner of Heritage Hills Estates; thence N0°26'35"E 130.21 feet along the East line of Heritage Hills Estates to the South right-of-way line of Spruce Hills Drive; thence N24°49'23"E 65.87 feet to the North right-of-way line of Spruce Hills Drive; thence N0°19'10"E 563.06 feet along the East line of Heritage Hills Estates and Heritage Hills Estates First Addition; thence N38°10'00"E 401.27 feet along the Southeasterly line of Heritage Hills Estates First Addition to the Southwesterly line of Heritage 5th Addition; thence S31°32'26"E 382.87 feet along the Southwesterly line of Heritage 5th Addition; thence S34°26'51"E 306.99 feet along the Southwesterly line of Heritage 5th Addition; thence S4°26'51"E 306.99 feet along the Southwesterly line of Heritage 5th Addition; thence S10°32'24 feet along the Southwesterly line of Heritage 5th West line of Briarwood Hills Fourth Addition; thence S0°20'15"E 490.07 feet along the West line of said Briarwood Hills Fourth Addition to the point of beginning, containing 19.126 acres, and is subject to easements and restrictions of record.

- 2. Anfinson desires to have the previously approved R-P Planned Residential Plan on the subject real estate amended in accordance with the zoning ordinances of the City.
- 3. Anfinson agrees that the real estate will be developed for use as one and two family residences, condominiums, multifamily dwellings, and commercial. Anfinson shall not exceed the density <u>4.59 units per acre</u> on the requested R-P Site Plan Amendment for the 19.13 area of the total development area.
- 4. The multifamily area will have a density ratio of no more than <u>6.30 units</u> <u>per acre.</u> The commercial area shown may be converted to multifamily at a later date if the use proves to not be a viable. Density for that area will not exceed <u>6.30 units per acres.</u>
- 5. Anfinson further agrees that a Subdivision Plat will be submitted prior to the development of the real estate for the 16 platted lots which will satisfy

all ordinance requirements relating to street construction, sanitary sewer and storm sewer construction, and any and all other requirements imposed by the City with respect to approval of a Subdivision Plat.

- 6. The other multifamily and commercial areas will be submitted to the Planning and Zoning Commission for a site plan review as needed prior to construction.
- 7. No gas station and/or convenience store will be allowed as a commercial use within the R-P Site Plan.
- 8. Permitted use examples for the commercial area shall be as follows: Coffee shop, sales office, community center for the neighborhood.
- 9. Set aside fill, ie., topsoil and other compaction materials that are a normal part of the development process, will be set aside as designated on the agreed upon Swppp documents. This fill will be used to complete the final lot grading during the infrastructure construction process.

It is anticipated that there will not be any remaining fill as we believe we are still short of fill needs for the area. Should there be a surplus of dirt it will not remain in a stock pile condition longer than 18 months following the dedication of the streets to the city of Cedar Falls.

Dated this 3/5 day of December, 2013

City of Cedar Falls By: Mayor Jbn Crews By: Jennifer Rodenbeck, CPA, CPFO Finance Manger/City Clerk

Anfinson Properties, LLC By:

Craig Fairbanks Managing Member

# **R-P Site Plan Amendment**

1

A

Exhibit

2

PROPERTY DESCRIPTION. That part of the Southeast Quarter of Section 24, Township B9 North, Range 14 West of the Fifth Principal Meridian, Black Howk County, lowo, more particularly described as follow

the Fifth Principal Meridian, Black Hawk Caunty, lawa, more particularly described as follows: Beginning at the South line of said Southeast Quarter, thence N89'32'2'9'W 1043.08 feet along the South line of said Southeast Quarter and the North right-of-way line of Greenhill Road; thence N03'156'E 40.01 feet to the Southeast corner of Heritage Hills Estates; thence N02'6'25'E 130.21 feet along the East line of Heritage Hills Estates to the South right-of-way line of Spruce Hills Drive; thence N04'49'23'E 65.87 feet to the North right-of-way line of Spruce Hills Drive; thence N04'49'23'E 65.87 feet to the North of Heritage Hills Estates and Heritage Hills Estates First Addition; thence N36'10'00'E 401.27 feet along the Southeastery line of Heritage Hills Estates First Addition to the Southwesterly line of Heritage Sth Addition; thence S31'32'26'E 382.87 feet along the Southwesterly line of Heritage Sth Addition; thence S55'07'36'E 322.18 feet along the Southwesterly line of Heritage Sth Addition; there S55'07'36'E 322.18 feet along the Southwesterly line of Heritage Sth Addition to the West line of Briarwood Hills Fourth Addition to the point of beginning, containing 13.126 acres, and Bis Browth





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LAND USE One or Two Family Dwellings (Lots 1-8) One Family Dwellings (Lots 9-16) Multifamily - Future triplex (Lot 17) Multifamily - Future 8-plex dwellings Cornercial or (Multifamily)\*\* Tract A (Right-of-way) Tract C (Unbuildable-floodplain) Total R-P Site Plan







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

# INTEROFFICE MEMORANDUM

Administration Division

Item 16.

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Michelle Pezley, Planner III
- DATE: May 9, 2022

SUBJECT: 700 W. Ridgeway Avenue, Lot #435 – Owner-Occupied Repair Project

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and CDBG-CV1 (CARES Act) funds that support several programs, including housing rehabilitation and repair for income-qualifying residents.

Staff, with the assistance of INRCOG has determined that the 700 W Ridgeway Avenue, Lot #435 in Cedar Falls meets the program requirements. The rehabilitation project will improve living conditions for the residents of the home and bring the home into code compliance. The project includes repairs and replacement of paneling around a window, deck and stairs, gutters and downspouts on the exterior of the home; replace subflooring in bathroom, kitchen and dining room (remove the tripping hazard for a disable owner) and electrical, plumbing, and fire safety improvements on the interior of the home.

The household was approved under the CDBG-CV1 (CARES Act) Owner-Occupied Repair program since it met the eligibility criteria, which include explicit eligibility for mobile homes. The "regular" CDBG owner-occupied repair program, under the current Policies and Procedures Manual adopted by City Council on 7/20/2020, does not explicitly prohibit or permit assistance to mobile or manufactured homes. The CARES repair program also provides grants up to \$20,000, as opposed to the \$10,000 limit in the regular CDBG repair program. The City has funded to other mobile homes with CARES-CV funds.

INRCOG reported that CDBG-CV1 (CARES Act) has \$16,787.71 remaining for projects. The funds for most of the proposed scope of work would be from CARES-CV1 funds, up to the remaining budget amount. Any remaining line items in the main scope of work, and the most urgent line items in the alternates, would be from the "regular" FFY2021 CDBG repair grant up to \$10,000. This would exhaust the household's lifetime limit of two (2) repair grants without violating the expectations set for the household and contractor in good faith.

The Inspector's cost estimate for the Scope of Work, including permit costs and the six alternates listed on attached document. With permit costs included, Tojo Construction

Improvement submitted of \$19,305 for 700 W Ridgeway Avenue, Lot #435.

**RECOMMENDATION:** 

The Housing Commission and City Staff recommend acceptance of the project funds with CARES-CV and FFY2021 CDGB and entering into a contract with <u>Tojo</u> <u>Construction in the amount of \$19,305 for 700 W Ridgeway Avenue, Lot #435.</u>

Please let me know if you have questions.

XC: Stephanie Houk Sheetz, AICP, Director Karen Howard, AICP, Planning & Community Services Manager



# **REPAIR CONTRACT**

This Contract made the day hereinafter set forth by and between <u>Dennis Schmitz</u>, hereinafter referred to as the "Owner" and <u>Tojo Construction, Inc.</u>, hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as <u>700 W. Ridgeway Avenue, Lot 435</u>, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 2-22-690 of the

Community Development Block Grant (CDBG) Program and the CDBG CARES Act Program (CDBG-

CV); and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar

Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. <u>Employment of Contractor</u>: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. <u>Scope of Services</u>: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. <u>Improvements</u>: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. <u>Subcontracting</u>: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.
The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. <u>Equal Employment Opportunity</u>: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions

## REPAIR CONTRACT Project # 2-22-690 5/2/2022

will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

<u>Provided, however</u>, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. <u>Economic Opportunities for Section 3 Residents/Business Concerns</u>: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7)b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. <u>Time for Performance</u>: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within <u>20</u> days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within <u>60</u> calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. <u>Insurance</u>: The Contractor shall maintain such insurance as will protect him from claims under <u>Workmen's Compensation Acts</u> and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. <u>Changes in the Work</u>: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. <u>Releases of Liens</u>: The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

REPAIR CONTRACT Project # 2-22-690 5/2/2022

Section 11. <u>Compensation</u>: The City agrees to compensate the Contractor <u>\$19,305.00</u> for the services and the materials to be provided herein.

Section 12. <u>Payment for Completed Work or Materials Ordered</u>: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. <u>Provision for the Owner</u>: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. <u>Occupancy Provision</u>: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. <u>Condition of Premises</u>: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. <u>Interest of Housing Commission and Local Public Officials</u>. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. <u>Disputes</u>: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may

be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. <u>Workmanship</u>: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. <u>Engineering Surveys, Permits, Fees, and Licensing</u>: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. <u>Inspection of Work</u>: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. <u>Defects after Completion</u>: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. <u>Approval by City</u>: This Agreement must be approved by the City before it becomes effective.

Section 23. <u>Nonliability of the City and Indemnification</u>: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. <u>Default</u>: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. <u>Termination</u>: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the

REPAIR CONTRACT Project # 2-22-690 5/2/2022

time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. <u>Notices</u>: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. <u>Condition for Validity of Agreement</u>: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. <u>Prohibition Against "Kick-Backs"</u>: The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:

• Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

• Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

• Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.

• Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

• The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or

## REPAIR CONTRACT Project # 2-22-690 5/2/2022

be subjected to discrimination under any program or activity receiving Federal financial assistance.

• Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

• Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

(c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

REPAIR CONTRACT Project # 2-22-690 5/2/2022 ACCEPTANCE BY OWNER(S)

## **CONTRACTOR**

**Tojo Construction, Inc.** 

Contractor Firm Name

PO Box 2662

Contractor's Address

Waterloo, IA 50704

City, State, Zip

Signature of Contractor

Data of Accountance

Date of Acceptance

CITY OF CEDAR FALLS, IOWA

By:

Rob Green, Mayor

ATTEST:

By:

Jacqueline Danielsen, CMC, City Clerk

# Dennis Schmitz

Owner(s) Name

700 W. Ridgeway Avenue, Lot 435

Owner's Address

Cedar Falls, IA 50613

City, State, Zip

Owner's Signature

Date of Acceptance

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## CDBG Owner-Occupied Repair - Scope of Work for Contract

Dennis Schmitz and Sharon Taylor - (319) 230-9840 or (319) 575-4234

700 W. Ridgeway Ave, Lot 435

Cedar Falls, IA 50613

Line Item	Scope of Work			Cost			
	ELECTRICAL						
1	Install a vent fan in the front bathroom. Clean the vent in the rear bathroom.	1900	\$	1,050			
2	Install a combination smoke/carbon monoxide detector.	1900	\$	80			
3	Repair outlets in rear bathroom and outside that are not working. Install covers on outlets that do not currently have them.	1900	\$	1,388			
	PLUMBING	• •					
4	Reinstall the toilet in the <u>front</u> bathroom (see Interior #6). Cut out toilet flange and install new in rear bathroom (see Interior #8).	1800	\$	1,310			
5	Replace the waterheater with a 50 gallon electric waterheater.	1800	\$	1,795			
	INTERIOR	•					
6	Repair the subfloor in the front bathroom, match the existing flooring as close as possible.	600 1100	\$	935			
7	Repair the subflooring in the kitchen/dining rooms. Install laminate flooring in the kitchen/dining rooms.	600 1100	\$	2,286			
8	Repair the subflooring in the <u>rear</u> bathroom off the master bedroom. Install laminate flooring in the bathroom.	600 1100	\$	1,480			
9	Remove the damaged/missing paneling around the picture window in the living room. Install vinyl covered hardboard paneling the wall and window jambs.	600 1400	\$	1,100			
	EXTERIOR						
10	Install gutters and downspouts on the entire unit. Install leaf guards (Spectra Gutter Cover or equiv.). Install downspout extensions or splash blocks.	2000.2	\$	1,690			
11	Remove the existing deck and steps. Rebuild to city code, the new deck and steps are to be the same size as existing. Include two handrails on the steps and guardrail on the deck. All wood is to be pressure treated.	600	\$	5,875			
	OTHER	-					
12	City permits.		\$	316			

Total

19,305

\$

	ALTERNATES		Item 1
1	Remove the existing siding and skirting on the entire unit and reside with new vinyl siding. Install new vinyl skirting.	500 600	\$ 8,960
2	Apply flashing tape around the windows and doors and caulk as needed. (If Alt #1 is conducted as well, Alt #2 should be done before residing.) The flashing at the top of the openings may need extra attention.	2000.4	\$ 375
3	Replace shower door in rear bathroom.	1800	\$ 400
4	Repair living room window to the left of the picture window to operate smoothly.	900	\$ 230
5	Replace the front side door with a prehung steel door, include a small window, lockset and painting to cover the entire door.	900 1200	\$ 990
6	Install an aluminum combination storm door on the front side entrance.	900	\$ 350

## Exhibit B FEDERAL REGULATIONS PROHIBITING USE OF LEAD-BASED PAINT AND ELIMINATION OF LEAD-BASED PAINT HAZARD

## Part I: Prohibition of Lead-Based Paint Usage

## A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means <u>all interior</u> surfaces and those <u>exterior</u> surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

## Part II: <u>Elimination of Lead-Based Paint Hazard</u>

A. Procedure:

<u>All</u> defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. <u>All</u> such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove<u>all</u> cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.



# •R DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Brett Armstrong, Civil Engineer I
- **DATE:** May 6<sup>th</sup>, 2022
- SUBJECT: 2022 Alley Reconstruction Project Project No. RC-000-3268 Bid Opening

On Friday, May 6<sup>th</sup>, 2022 at 2:00 P.M., bids were received and opened for the 2022 Alley Reconstruction Project. A total of one (1) bid was received, with Owen Contracting, Inc. the apparent low bidder:

	Base Bid
Engineering Estimate	\$500,008.00
Owen Contracting, Inc.	\$508,133.06

The Engineer's Estimate for this project was \$500,008.00. Owen Contracting, Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$508,133.06. Attached is a bid tabulation for your reference. The project will be funded through the Storm Water Fund (SWF), Street Construction Fund (SCF), and Federal Funding.

We recommend acceptance of the lowest bid from Owen Contracting, Inc. in the amount of \$508,133.06. On June 6<sup>th</sup>, 2022, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

2022 Alley Reconstruction Project (#8178255)									
Owner: Cedar Falls IA									
	05/06/2022 02:00 PM CDT								
Linaltom	Engineer Estim		timate	Owen Contractin	racting, Inc.				
Line item	item Description	UOIIVI	Quantity	Unit Price	Extension	Unit Price	Extension		
					\$500,008.00		\$508,133.06		
1	CLEARING AND GRUBBING	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00		
2	TOPSOIL, FURNISH & SPREAD	CY	196	\$50.00	\$9,800.00	\$40.00	\$7,840.00		
3	EXCAVATION, CLASS 10, ROADWAY WASTE	CY	1239	\$15.00	\$18,585.00	\$15.00	\$18,585.00		
4	MODIFIED SUBBASE, 6"	SY	2041	\$18.00	\$36,738.00	\$15.00	\$30,615.00		
5	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	6	\$500.00	\$3,000.00	\$500.00	\$3,000.00		
6	VALVE EXTENSION	EACH	1	\$175.00	\$175.00	\$200.00	\$200.00		
7	7" CURB & GUTTER, P.C.C., 2.5" WIDE	LF	368	\$50.00	\$18,400.00	\$60.00	\$22,080.00		
8	REMOVAL OF DRIVEWAY	SY	390	\$10.00	\$3,900.00	\$9.00	\$3,510.00		
9	REMOVAL OF SIDEWALK	SY	179	\$10.00	\$1,790.00	\$9.00	\$1,611.00		
10	SIDEWALK, 6" P.C.C.	SY	179	\$90.00	\$16,110.00	\$155.00	\$27,745.00		
11	DRIVEWAY, 6" P.C.C.	SY	751	\$80.00	\$60,080.00	\$92.25	\$69,279.75		
12	DRIVEWAY, GRANULAR, 1" ROADSTONE	SY	116.7	\$10.00	\$1,167.00	\$12.00	\$1,400.40		
13	REMOVAL OF CURB & GUTTER	LF	368	\$10.00	\$3,680.00	\$8.00	\$2,944.00		
14	ENGINEERING FABRIC	SY	1451	\$5.00	\$7,255.00	\$3.75	\$5,441.25		
15	SUBDRAIN, 6" PLASTIC PERFORATED	LF	933	\$13.00	\$12,129.00	\$9.00	\$8,397.00		
16	SUNDRAIN, 8" PLASTIC PERFORATED	LF	441	\$15.00	\$6,615.00	\$35.00	\$15,435.00		
17	STORAGE AGGREGATE, 8"	SY	1114	\$15.00	\$16,710.00	\$14.00	\$15,596.00		
18	FILTER AGGREGATE, 4"	SY	1114	\$10.00	\$11,140.00	\$9.00	\$10,026.00		
19	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SF	3318	\$12.00	\$39,816.00	\$13.07	\$43,366.26		
20	6", P.C.C. PAVEMENT	SY	2789	\$60.00	\$167,340.00	\$53.85	\$150,187.65		
21	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
22	HYDRAULIC SEEDING	SF	10539	\$2.00	\$21,078.00	\$1.25	\$13,173.75		
23	WATTLE, STRAW, 9"	LF	100	\$6.00	\$600.00	\$8.00	\$800.00		
24	INLET PROTECTION DEVICE	EACH	2	\$350.00	\$700.00	\$365.00	\$730.00		
25	INLET PROTECTION DEVICE, MAINTENANCE	EACH	2	\$100.00	\$200.00	\$85.00	\$170.00		
26	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$36,000.00	\$36,000.00		
27	PATCH, HMA(ST) SURFACE, 1/2", PG58-28S	TONS	20	\$200.00	\$4,000.00	\$225.00	\$4,500.00		
28	INTAKE, SINGLE FLAT	EACH	2	\$5,500.00	\$11,000.00	\$4,000.00	\$8,000.00		
29	INTAKE, SW-512 (CASE 1) WITH SW-604 TYPE 4A CASTING	EACH	1	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00		
				Base Bid Total:	\$500,008.00		\$508,133.06		



# DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Matthew Tolan, EI, Civil Engineer II
- **DATE:** May 9, 2022
- SUBJECT: W. 27<sup>th</sup> Street Reconstruction Project City Project Number: RC-000-3240 Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Peterson Contractors, Inc. for the construction of the W. 27<sup>th</sup> Street Reconstruction Project.

This project will reconstruct W. 27<sup>th</sup> Street from Hudson Road to the west property line of the new Cedar Falls High School. This will include three roundabouts with enhancements and a new traffic signal at Hudson Road and W. 27<sup>th</sup> Street.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the W. 27<sup>th</sup> Street Reconstruction Project.

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

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

## FORM OF CONTRACT

This Contract entered into in <u>quadruplicate</u> at Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_\_ of \_\_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: W. 27TH STREET RECOSTRUCTION PROJECT, Project No. RC-000-3240 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 18th day of April 2022, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RC-000-3240 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- I. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in <u>quadruplicate</u> on the date first

herein written.

" Atason Contractor

CITY OF CEDAR FALLS, IOWA

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

Attest:

Jacqueline Danielsen, MMC City Clerk

## FORM OF PROPOSAL W. 27TH STREET RECOSTRUCTION PROJECT PROJECT NO. RC-000-3240 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that <u>FTERSON</u> <u>Concentration</u>, have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the W. 27TH STREET RECOSTRUCTION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of lowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, lowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT	EXTENDED
1	CLEARING AND GRUBBING	UNIT	85.90	\$	\$
2	ON-SITE TOPSOIL	CY	11,490.00	\$	\$
3	TOPSOIL, WASTE	CY	217.00	\$	\$
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	9,929.00	\$	\$
5	EXCAVATION, CLASS 10, BORROW	CY	8,164.00	\$	\$
6	EXCAVATION, CLASS 13	CY	15.00	\$	\$
7	SUBGRADE PREPARATION, 12 IN.	SY	30,444.00	\$	\$

BID ITEM	DESCRIPTION	UNITS	QUANTITY		EXTENDED
#	DESCRIPTION	UNITS	QUANTITY	PRICE	FRICE
8	SUBGRADE TREATMENT, GEOGRID	SY	600.00	\$	\$
9	SUBBASE, MODIFIED 4 IN.	SY	7,014.00	\$	\$
10	SUBBASE, MODIFIED 6 IN.	SY	68.50	\$	\$
11	SUBBASE, MODIFIED 12 IN.	SY	30,444.00	\$	\$
12	REMOVALS, STRUCTURES	EACH	1.00	\$	\$
13	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	200.00	\$	\$
14	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	3,105.00	\$	\$
15	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	1,263.00	\$	\$
16	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	36.00	\$	\$
17	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	355.00	\$	\$
18	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	137.00	\$	\$
19	STORM SEWER, TRENCHED, RCP, CLASS III.37x23 IN ARCH PIPE	LF	18.00	\$	\$
20	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF	1,722.00	\$	\$
21	RCP APRON FOOTINGS 4030.221	EACH	3.00	\$	\$
22	18" RCP APRON 4030.222	EACH	1.00	\$	\$
23	24" RCP APRON 4030.222	EACH	1.00	\$	\$
24	36" RCP APRON 4030.222	EACH	1.00	\$	\$
25	PIPE APRON GUARD, 18" RCP, IN PLACE 4030.224	EACH	1.00	\$	\$
26	PIPE APRON GUARD, 24" RCP, IN PLACE 4030.224	EACH	1.00	\$	\$
27	PIPE APRON GUARD, 36" RCP, IN PLACE 4030.224	EACH	1.00	\$	\$
28	SUBDRAIN, TYPE S, 6 IN.	LF	9,608.00	\$	\$
29	SUBDRAIN CONNECTIONS, CONNECT TO EXISTING SUBDRAIN, 6 IN.	EACH	18.00	S	\$
30	SUBDRAIN OUTLETS, 4040.233	EACH	90.00	\$	\$
31	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 16 IN, POLY WRAPPED	LF	1,636.50	\$	\$
32	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN, POLY WRAPPED	LF	68.50	\$	\$

# 33 34 35 36 37	DESCRIPTION WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED WATER MAIN, TRENCHED.	UNITS	QUANTITY	PRICE	PRICE
33 34 35 36 37	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED WATER MAIN, TRENCHED.				
34 35 36 37	WATER MAIN, TRENCHED.	LF	40.10	\$	\$
35 36 37	DUCTILE IRON PIPE (DIP), 6 IN, POLY WRAPPED (HYD FXT)	IF	130.80	\$	\$
36 37	GASKETS, NITRILE	EACH	5.00	\$	\$
37	FITTINGS BY COUNT, DUCTILE IRON, 12 IN, MJ CAP	EACH	1.00	\$	\$
	FITTINGS BY COUNT, DUCTILE IRON, 16 IN, 45° ELBOW	EACH	12.00	\$	\$
38	FITTINGS BY COUNT, DUCTILE IRON, 16 IN, 11.25° ELBOW	EACH	2.00	\$	\$
39	IRON, 6 IN, 22.5° ELBOW	EACH	1.00	\$	\$
40	RON, 6 IN, 45° ELBOW	EACH	1.00	\$	\$
41	FITTINGS BY COUNT, DUCTILE IRON, 16 IN X 16IN X 12 IN, TEE	EACH	1.00	\$	\$
42	FITTINGS BY COUNT, DUCTILE IRON, 16 IN X 16IN X 8 IN, TEE	EACH	1.00	\$	\$
43	VALVE, BUTTERFLY, DIP, 16 IN	EACH	4.00	\$	\$
44	VALVE, GATE, DIP, 12 IN	EACH	1.00	\$	\$
45	VALVE, GATE, DIP, 8 IN	EACH	2.00	\$	\$
46	VALVE, GATE, DIP, 6 IN	EACH	1.00	\$	\$
47	VALVE, ADJUSTMENT	EACH	3.00	\$	\$
48	FIRE HYDRANT ASSEMBLY	EACH	2.00	\$	\$
49	ALTERNATE FIRE HYDRANT ASSEMBLY	EACH	4.00	\$	\$
50	FIRE HYDRANT, END OF MAIN	EACH	1.00	\$	\$
51	FIRE HYDRANT ASSEMBLY, REMOVE & RELOCATE	EACH	5.00	\$	\$
52	MANHOLE, SW-401, 48 IN.	EACH	5.00	\$	\$
53	INTAKE, SW-507	EACH	18.00	\$	\$
54	INTAKE, SW-508	EACH	9.00	\$	\$
55	INTAKE, SW-509	EACH	11.00	\$	\$
56	INTAKE, SW-510	EACH	5.00	\$	\$
57	INTAKE, SW-513	EACH	8.00	\$	\$
58	INTAKE, SW-545	EACH	2.00	\$	\$
59	CONNECTION TO EXISTING MANHOLE OR INTAKE	EACH	6.00	\$	\$
60	REMOVALS, MANHOLE OR INTAKE	EACH	15.00	\$	\$
61	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C-SUD, CLASS 3 DURABILITY, 9 IN.	SY	24,587.40	\$	\$

BID ITEM	DESCRIPTION	UNITS	QUANTITY		EXTENDED
#		UNITS	QUANTIT	TRICE	THOE
02	PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 6 IN.	SY	68.50	\$	\$
63	TEMPORARY PAVEMENT, 6" PCC	SY	45.00	\$	\$
64	CURB AND GUTTER, ROLLED, 6 IN.	LF	75.00	\$	\$
65	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	1,251.70	\$	\$
66	SHARED USE PATHS, PCC, 6 IN.	SY	5,652.30	\$	\$
67	PCC SIDEWALK, PCC, 4 IN.	SY	1,087.80	\$	\$
68	PCC SIDEWALK, PCC, 6 IN.	SY	114.50	\$	\$
69	BRICK PAVERS, TYPE 1	SY	1,319.50	\$	\$
70	BRICK PAVERS, TYPE 2	SY	1,522.00	\$	\$
71	DETECTABLE WARNINGS, CAST	SF	813.00	\$	\$
72	DRIVEWAYS, PCC, 6 IN.	SY	1194.90	\$	\$
73	GRANULAR DRIVEWAY SURFACING, CLASS A	TON	104.60	\$	\$
74	REMOVAL OF PAVEMENT	SY	21,566.10	\$	\$
75	CURB AND GUTTER REMOVAL	LF	1,040.00	\$	\$
76	SAWCUT FOR REMOVALS	LF	1,565.00	\$	\$
77	TRAFFIC SIGNALIZATION, RRFB	LS	1.00	\$	\$
78	TEMPORARY TRAFFIC SIGNAL	LS	1.00	\$	\$
79	TRAFFIC SIGNAL REMOVAL	LS	1.00	\$	\$
80	PAINTED PAVEMENT MARKINGS, SOLVENT WATERBORNE	STA	297.16	\$	\$
81	WET, RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	1.88	\$	\$
82	PAINTED SYMBOLS AND LEGENDS, SOLVENT WATERBORNE	EACH	29.00	\$	\$
83	TRAFFIC CONTROL	LS	1.00	\$	\$
84	PORTABLE DYNAMIC MESSAGE	CDAY	15.00	\$	\$
85	FLAGGER	EACH	30.00	\$	\$
86	SAFETY CLOSURE	EACH	13.00	\$	\$
87	TEMPORARY BUSINESS ACCESS SIGNS	EACH	17.00	\$	\$

BID	DECODIDION	UNITS	OUANTITY	UNIT	EXTENDED
#	DESCRIPTION	UNITS	QUANTITY	PRICE	FRICE
88	REMOVAL OF CONCRETE	FACH	17.00	\$	\$
89	LIGHT POLES, REMOVE & REINSTALL	EACH	2.00	\$	\$
90	LIGHT POLES, 33'-6" METAL POLE W/ BREAKAWAY BASE AND 12' MAST ARM	EACH	51.00	\$	\$
91	LIGHTING, LANDSCAPE LUMINAIRE	EACH	2.00	\$	\$
92	ELECTRICAL CIRCUITS	LF	9,281.00	\$	\$
93	ELECTRICAL CIRCUITS, PULL ROPE ONLY	LF	4,750.00	\$	\$
94	HANDHOLES AND JUNCTION BOXES	EACH	18.00	\$	\$
95	METERED PEDESTAL	EACH	2.00	\$	\$
96	TYPE A SIGNS, SHEET ALUMINUM	SF	775.80	\$	\$
97	PERFORATED SQUARE STEEL TUBE POSTS	LF	1,082.80	\$	\$
98	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK- AWAY SOIL INSTALLATION	EACH	97.00	\$	\$
99	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	24.00	\$	\$
100	REMOVE & REINSTALL OF TYPE B SIGN ASSEMBLY	EACH	2.00	\$	\$
101	WATERING	MGAL	100.00	\$	\$
102	LANDSCAPING	LS	1.00	\$	\$
103	SWPPP MANAGEMENT	LS	1.00	\$	\$
104	STABILIZED CONSTRUCTION ENTRANCE	TON	96.00	\$	\$
105	TEMPORARY HYDRO-SEEDING, TYPE 1	ACRE	3.00	\$	\$
106	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, TYPE 1	ACRE	3.00	\$	\$
107	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, TYPE 2	ACRE	3.00	\$	\$
108	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	16,352.00	\$	\$
109	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	16,352.00	\$	\$
110	SILT FENCE INSTALLATION	LF	7,085.00	\$	\$

TEM #	DESCRIPTION	UNITS	QUANTITY	UNIT	EXTENDED PRICE
111	MAINTENANCE OF SILT FENCE	LF	5,000.00	\$	\$
112	REMOVAL OF SILT FENCE	LF	7,085.00	\$	\$
113	ROLLED EROSION CONTROL PRODUCT, TYPE II	SY	9,175.0	\$	\$
114	REVETMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.111	TON	39.40	\$	\$
115	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	480.70	\$	\$
116	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	45.00	\$	\$
117	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	45.00	\$	\$
118	INTAKE PROTECTION, SEDIMENT CONTROL DEVICE, 12 IN	EACH	8.00	\$	\$
119	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	8.00	\$	\$
120	REMOVAL OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	8.00	\$	\$
121	MOWING	ACRE	6.00	\$	\$
122	FIELD FENCE, BRACE PANELS	EACH	2.00	\$	\$
123	FIELD FENCE, REMOVAL	LF	171.00	\$	\$
124	CAST IRON MONUMENT BOX	EACH	2.00	\$	\$
125	MOBILIZATION	LS	1.00	\$	\$
126	CONCRETE WASHOUT	LS	1.00	\$	\$

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-126). The successful bidder will be determined by evaluating the Total Bid shown above which shall be done online via the QuestCDN website. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to

that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, emailed or delivered to the bidder within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the written Notice to Proceed.

Bid Security in the sum of	10% OF Bro Torne in the form of
Instructions to Bidders.	, is submitted herewith in accordance with the

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No.



The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder CTOPS Official Address

## Performance, Payment and Maintenance Bond

SURETY BOND NO. 107614898

## KNOW ALL BY THESE PRESENTS:

That we, <u>Peterson Contractors, Inc.</u>, as Principal (hereinafter the "Contractor" or "Principal" and <u>Travelers Casualty and Surety Company of America</u> as Surety are held and firmly bound unto <u>CITY OF CEDAR FALLS, IOWA</u>, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of <u>Seven Million, Five Hundred Eighty Four Thousand, Four Hundred Fifty and Sixty One Cents -------</u>

(\$ 7,584,450.61 ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

## W. 27th Street Reconstruction Project Project RC-000-3240

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. <u>RC-000-3240</u>

itness our hands, in triplicate, this	_ day of, <u>2022.</u>
Surety Countersigned By:	PRINCIPAL:
Not Required	Peterson Contractors, Inc.
Signature of Agent	By: Contractor By: Signature
Printed Name of Agent	Title
	SURETY:
Company Name	
	Travelers Caspalty and Surety Company of America
Company Address	By:
City, State, Zip Code	Signature Attorney-in-Fact Officer
	Anne Crowner, Attorney-in-Fact
Company Telephone Number	Printed Name of Attorney-in-Fact Officer
	Holmes, Murphy and Associates, LLC
	Company Name
	2727 Grand Prairie Parkway
	Company Address
FURM APPROVED BY:	Waukee, IA 50263
	City, State, Zip Code
	(515) 223-6800
Attorney for Owner	Company Telephone Number

## NOTE:

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



## **Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Anne Crowner of , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and WAUKEE

lowa acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



By:

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this



Kavin E. Hugher, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Ą	CORD	CEF	ERTIFICATE OF LIABILITY INSURANCE						5/3/2022	
TI CI BI R	HIS CERTIFICATE IS ISSUED AS ERTIFICATE DOES NOT AFFIRM, ELOW. THIS CERTIFICATE OF EPRESENTATIVE OR PRODUCER,	A MA TIVEL NSURA AND T	TTEF Y OF NCE	R OF INFORMATION ONLY R NEGATIVELY AMEND, EX DOES NOT CONSTITUTE ERTIFICATE HOLDER.	AND CONFERS (TEND OR ALT A CONTRACT	NO RIGHTS ER THE CO BETWEEN	UPON THE CERTIFICAT OVERAGE AFFORDED E THE ISSUING INSURER(	E HOL BY THE S), AU	DER. THIS POLICIES THORIZED	
IN If th	PORTANT: If the certificate hol SUBROGATION IS WAIVED, sub is certificate does not confer right	ler is a ject to to the	n AD the cert	DITIONAL INSURED, the pol terms and conditions of the ificate holder in lieu of such	icy(ies) must ha policy, certain endorsement(s)	ve ADDITIOI policies may	NAL INSURED provisions require an endorsement	s or be . A sta	endorsed. atement on	
PRO	DUCER			CO	NTACT Amy Uh	rmacher				
LSB	Financial Services			PH	PHONE (A/C, No, Ext): (319) 874-4242 [A/C, No):					
302 Ced	Main St ar Falls, IA 50613			E-N	All amy.uhr	macher@m	ylsb.com			
					IN	SURER(S) AFFOR	RDING COVERAGE	-	NAIC #	
				INS	URER A : Greenv	vich Insura	nce Company		22322	
INSU	RED			INS	URER B : Nationa	al Fire & Ma	rine	_	20079	
	Peterson Contractors, Inc			INS	INSURER C : XL Specialty Insurance Company				37885	
Reinbeck Motors Company, Inc.					INSURER D : Zurich American Ins Co				16535	
Reinbeck. IA 50669				INS	INSURER E :					
				INS	SURER F :					
co	VERAGES C	RTIF	CAT	E NUMBER:			REVISION NUMBER:			
	HIS IS TO CERTIFY THAT THE POL IDICATED. NOTWITHSTANDING AN ERTIFICATE MAY BE ISSUED OR M YOL USIONS AND CONDITIONS OF SU	CIES O REQU AY PER	F INS	SURANCE LISTED BELOW HAV ENT, TERM OR CONDITION C , THE INSURANCE AFFORDED , LIMITS SHOWN MAY HAVE BE	E BEEN ISSUED F ANY CONTRA BY THE POLIC FN REDUCED BY	TO THE INSU CT OR OTHER IES DESCRIB PAID CLAIMS	RED NAMED ABOVE FOR T R DOCUMENT WITH RESPE DED HEREIN IS SUBJECT T	HE POL CT TO O ALL 1	ICY PERIOD WHICH THIS THE TERMS,	
INSR		ADDI	SUBF		POLICY EFF	POLICY EXP	LIMIT	s		
A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	. OLIGI HUMBER			EACH OCCURRENCE	\$	2,000,000	
		V	×	CGD7459902	7/1/2021	7/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
	X Blnkt Contractual	^	<b>^</b>				MED EXP (Any one person)	s	10,000	
	X XCU Coverage	-					PERSONAL & ADV INJURY	s 2,000,00		
	GEN'L AGGREGATE LIMIT APPLIES PER	-					GENERAL AGGREGATE	\$	4,000,000	
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000	
A	OTHER:	_	-	CAS7459903		7/1/2022	COMBINED SINGLE LIMIT	\$	2,000,000	
			. v		7/1/2021		RODILY IN IURY (Per person)	s		
	OWNED SCHEDULED	×	^				BODILY INJURY (Per accident)	s		
	AUTOS ONLY AUTOS						PROPERTY DAMAGE (Per accident)	s		
	AUTOS ONLY AUTOS ONLY							\$		
в				42-XSF-100514-05		7/1/2022	EACH OCCURRENCE	s	1,000,000	
	EXCESS LIAB CLAIMS-M.		X		7/1/2021		AGGREGATE	\$	1,000,000	
								\$		
С	WORKERS COMPENSATION			CWD7459901		7/1/2022	X PER OTH-			
	AND EMPLOYERS' LIABILITY	/ N	X		7/1/2021		E.L. EACH ACCIDENT	\$	1,000,000	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	s	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s	1,000,000	
D D	Leased / Rented Equi Cargo			CPP9267064-10 CPP9267064-10	7/1/2021 7/1/2021	7/1/2022 7/1/2022	Leased/Rented Equipm Cargo		5,000,000	
D DES RE: City	Cargo SCRIPTION OF OPERATIONS / LOCATIONS / VI J9778 W. 27th St Reconstruction, C of Cedar Falls is additonal insured.	HICLES edar Fa Waiver	(ACOR IIS, IA of su	CPP9267064-10	7/1/2021 may be attached if mu he City of Cedar	7/1/2022 pre space is requ Falls.	Ired)			
CE	RTIFICATE HOLDER			c	CANCELLATION					
City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				A		SENTATIVE				
				5	Jerra Degle	e				

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PETECON-02

## **ENDORSEMENT #031**

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy No. CGD7459902 issued to

PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOVERNMENTAL IMMUNITIES ENDORSEMENT

CITY OF DES MOINES, IOWA CITY OF CEDAR RAPIDS, IOWA CITY OF CORALVILLE, IOWA CITY OF CEDAR FALLS, IOWA CITY OF DUBUQUE, IOWA City of Iowa City, Iowa

This endorsement modifies Insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under the terms of this Endorsement, Jurisdiction shall mean any municipal corporation, as defined in Chapter 670 of the Iowa Code, with respect to all work and services performed by the named insured for any such Jurisdiction as identified on any Certificate of Insurance issued as proof of insurance as required by the Urban Standard Specifications for Public Improvements.

1. Cancellation and Material Change

Thirty (3) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits, and ten (10) days written notice of non-payment of premium shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

2. Additional Insured

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to insured autos and arising out of the contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection

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available to the Additional Insureds, whether other available coverage be primary, contributing, or excess.

- 3. Government Immunities
  - A. <u>Nonwaiver of Governmental Immunity.</u> The insurance carrier expressly agrees and states that the purchase of this policy and including the jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
  - B. <u>Claims Coverage.</u> The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
  - C. <u>Assertion of Governmental Immunity.</u> The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.
  - D. <u>Non-Denial of Coverage.</u> The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) or governmental immunity asserted by the Jurisdiction.
  - E. <u>No Other Change in Policy</u>. The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

All other terms and conditions of this policy remain unchanged.

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## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WC 00 03 13

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective July 1, 2021

Policy No. CWD7459901

Endorsement No.

Insured PETERSON CONTRACTORS, INC.

Insurance Company XL Specialty Insurance Company Countersigned by\_

WC 00 03 13 (Ed. 4-84)

¬ 1983 National Council on Compensation Insurance.

Item 18.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

## SCHEDULE

Name Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above. POLICY NUMBER: CAS7459903

COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

## AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PETERSON CONTRACTORS, INC.

Endorsement Effective Date: July 1, 2021

## SCHEDULE

Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

### **ENDORSEMENT #029**

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy

No. CGD7459902 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

### Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- Section II Who Is An Insured is amended to include as an insured the person or organization Α. shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- With respect to the insurance afforded to these additional insureds, the following exclusion is B. added:

#### 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

All work, including materials, parts or equipment furnished in connection with (1) such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

XIL 2010-1001 (Ed. 0413)

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.

XIL 2010-1001 (Ed. 0413)

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#### ENDORSEMENT #030

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy

No. CGD7459902 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

#### Location and Description of Completed Operations:

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.

XIL 2037-1001 (Ed. 0413)

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Designated Construction Project(s): EACH "PROJECT"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - **b.** Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

# FORM OF PROPOSAL W. 27TH STREET RECOSTRUCTION PROJECT PROJECT NO. RC-000-3240 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that <u>FTFESCN</u> <u>CONTRACTORS</u> <u>Inc</u>, have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the W. 27TH STREET RECOSTRUCTION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of lowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, lowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT	EXTENDED
1	CLEARING AND GRUBBING	UNIT	85.90	\$	\$
2	ON-SITE TOPSOIL	CY	11,490.00	\$	\$
3	TOPSOIL, WASTE	CY	217.00	\$	\$
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	9,929.00	\$	\$
5	EXCAVATION, CLASS 10, BORROW	CY	8,164.00	\$	\$
6	EXCAVATION, CLASS 13	CY	15.00	\$	\$
7	SUBGRADE PREPARATION, 12 IN.	SY	30,444.00	\$	\$

BID		12.00		UNIT	EXTENDED
#	DESCRIPTION	UNITS	QUANTITY	PRICE	PRICE
8	SUBGRADE TREATMENT,			¢	æ
	GEOGRID	SY	600.00	φ	Þ
9	SUBBASE, MODIFIED 4 IN.	SY	7,014.00	\$	\$
10	SUBBASE, MODIFIED 6 IN.	SY	68.50	\$	\$
11	SUBBASE, MODIFIED 12 IN.	SY	30,444.00	\$	\$
12	REMOVALS, STRUCTURES	EACH	1.00	\$	\$
13	REPLACEMENT OF UNSUITABLE	CV	200.00	\$	\$
14	STORM SEWER, TRENCHED, RCP,	01	200.00	\$	\$
15	CLASS III, 15 IN.	LF	3,105.00	Ψ	-
15	CLASS III, 18 IN.	LF	1,263.00	\$	\$
16	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	36.00	\$	\$
17	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LE	355.00	\$	\$
18	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN	IE	137.00	\$	\$
19	STORM SEWER, TRENCHED, RCP, CLASS III 37/23 IN ARCH PIPE		19.00	\$	\$
20	REMOVAL OF STORM SEWER,		10.00	\$	\$
21	RCP, LESS THAN 36 IN.	LF	1,722.00		-
21	RCP APRON FOOTINGS 4030.221	EACH	3.00	\$	\$
22	18" RCP APRON 4030.222	EACH	1.00	\$	\$
23	24" RCP APRON 4030.222	EACH	1.00	\$	\$
24	36" RCP APRON 4030.222	EACH	1.00	\$	\$
25	PIPE APRON GUARD, 18" RCP, IN PLACE 4030.224	FACH	1.00	\$	\$
26	PIPE APRON GUARD, 24" RCP, IN	EACH	1.00	\$	\$
27	PIPE APRON GUARD, 36" RCP, IN	EACH	1.00	\$	\$
28	PLACE 4030.224	EACH	1.00	¢	¢
29	SUBDRAIN, TYPE S, 6 IN.	LF	9,608.00	φ	φ
	CONNECT TO EXISTING	EACH	18.00	\$	\$
30	SUBDRAIN OUTLETS 4040 233	EACH	90.00	\$	\$
31	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 16 IN, POLY WRAPPED	LF	1,636.50	\$	\$
32	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN, POLY WRAPPED	LF	68.50	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY		EXTENDED
33	WATER MAIN, TRENCHED	UNITO	<b>QUARTIT</b>	TROL	TRICE
	DUCTILE IRON PIPE (DIP), 8 IN,			\$	\$
	POLY WRAPPED	LF	40.10		
34	WATER MAIN, TRENCHED,				
	DUCTILE IRON PIPE (DIP), 6 IN,			\$	\$
25	POLY WRAPPED, (HYD EXT)	LF	130.80	0	<i>(</i> <b>)</b>
35	GASKETS, NITRILE	EACH	5.00	\$	\$
30	IPON 12 IN MICAR	EACH	1.00	\$	\$
37	FITTINGS BY COUNT DUCTHE	EACH	1.00		
01	IRON. 16 IN. 45° FLBOW	FACH	12.00	\$	\$
38	FITTINGS BY COUNT, DUCTILE	2,1011	12.00		
	IRON, 16 IN, 11.25° ELBOW	EACH	2.00	\$	\$
39	FITTINGS BY COUNT, DUCTILE			æ	¢
	IRON, 6 IN, 22.5° ELBOW	EACH	1.00	φ	φ
40	FITTINGS BY COUNT, DUCTILE			\$	\$
4.4	IRON, 6 IN, 45° ELBOW	EACH	1.00	Ψ	
41	FITTINGS BY COUNT, DUCTILE	FAOL	1.00	\$	\$
12	FITTINGS BY COUNT DUCTLE	EACH	1.00	-	-
72	IRON 16 IN X 16IN X 8 IN TEE	EACH	1.00	\$	\$
43		LAON	1.00	¢	æ
4.4	VALVE, BUTTERFLY, DIP, 16 IN	EACH	4.00	Ф	Φ
44	VALVE, GATE, DIP, 12 IN	EACH	1.00	\$	\$
45	VALVE GATE DIP 8 IN	EACH	2.00	\$	\$
46	VALVE GATE DIP 6 IN	EACH	1.00	\$	\$
47		LAGIT	1.00		
	VALVE, ADJUSTMENT	EACH	3.00	\$	\$
48	FIRE HYDRANT ASSEMBLY	EACH	2.00	\$	\$
49	ALTERNATE FIRE HYDRANT			8	\$
50	ASSEMBLY	EACH	4.00	Ψ	•
50	FIRE HYDRANT, END OF MAIN	EACH	1.00	\$	\$
51	FIRE HYDRANT ASSEMBLY,	FAOL	5.00	\$	\$
52		EACH	5.00	0	0
50	MANHOLE, SW-401, 48 IN.	EACH	5.00	\$	\$
53	INTAKE, SW-507	EACH	18.00	\$	\$
54	INTAKE, SW-508	EACH	9.00	\$	\$
55	INTAKE, SW-509	FACH	11.00	\$	\$
56	INTAKE SW-510	EACH	5.00	\$	\$
57	INTAKE SW 512	EACH	5.00	¢	\$
58	INTAKE, SW-515	EACH	8.00	Φ	¢
50	CONNECTION TO EVICTING	EACH	2.00	Φ	φ
55	MANHOLE OR INTAKE	FACH	6.00	\$	\$
60		EAOU	45.00	\$	\$
61	STANDARD OR SUB FORM	EACH	15.00	ψ	14
	PORTLAND CEMENT CONCRETE				1.
	PAVEMENT, CLASS C-SUD, CLASS			\$	\$
	3 DURABILITY, 9 IN.	SY	24,587.40		

BID ITEM	DESCRIPTION		QUANTITY	UNIT	EXTENDED
#		UNIIS	QUANTITY	PRICE	FRICE
02	PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 6 IN.	SY	68.50	\$	\$
63	TEMPORARY PAVEMENT, 6" PCC	SY	45.00	\$	\$
64	CURB AND GUTTER, ROLLED, 6 IN.	LF	75.00	\$	\$
65	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	1,251.70	\$	\$
66	SHARED USE PATHS, PCC, 6 IN.	SY	5,652.30	\$	\$
67	PCC SIDEWALK, PCC, 4 IN.	SY	1,087.80	\$	\$
68	PCC SIDEWALK, PCC, 6 IN.	SY	114.50	\$	\$
69	BRICK PAVERS, TYPE 1	SY	1,319.50	\$	\$
70	BRICK PAVERS, TYPE 2	SY	1,522.00	\$	\$
71	DETECTABLE WARNINGS, CAST	SF	813.00	\$	\$
72	DRIVEWAYS, PCC, 6 IN.	SY	1194.90	\$	\$
73	GRANULAR DRIVEWAY SURFACING, CLASS A	TON	104.60	\$	\$
74	REMOVAL OF PAVEMENT	SY	21,566.10	\$	\$
75	CURB AND GUTTER REMOVAL	LF	1,040.00	\$	\$
76	SAWCUT FOR REMOVALS	LF	1,565.00	\$	\$
77	TRAFFIC SIGNALIZATION, RRFB	LS	1.00	\$	\$
78	TEMPORARY TRAFFIC SIGNAL	LS	1.00	\$	\$
79	TRAFFIC SIGNAL REMOVAL	LS	1.00	\$	\$
80	PAINTED PAVEMENT MARKINGS, SOLVENT WATERBORNE	STA	297.16	\$	\$
81	WET, RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	1.88	\$	\$
82	PAINTED SYMBOLS AND LEGENDS, SOLVENT WATERBORNE	EACH	29.00	\$	\$
83	TRAFFIC CONTROL	LS	1.00	\$	\$
84	PORTABLE DYNAMIC MESSAGE SIGN	CDAY	15.00	\$	\$
85	FLAGGER	EACH	30.00	\$	\$
86	SAFETY CLOSURE	EACH	13.00	\$	\$
87	TEMPORARY BUSINESS ACCESS SIGNS	EACH	17.00	\$	\$

BID				UNIT	EXTENDED
#	DESCRIPTION	UNITS	QUANTITY	PRICE	PRICE
88	REMOVAL OF CONCRETE	FACH	17.00	\$	\$
89	LIGHT POLES, REMOVE &	EROT	17.00	0	1
	REINSTALL	EACH	2.00	\$	\$
90	LIGHT POLES, 33'-6" METAL POLE				
	W/ BREAKAWAY BASE AND 12'	<b>E</b> 1 O 1 I	54.00	\$	\$
01	MASTARM	EACH	51.00		
91		EACH	2.00	\$	\$
92		EACH	2.00		•
	ELECTRICAL CIRCUITS	LF	9,281.00	\$	\$
93	ELECTRICAL CIRCUITS, PULL			2	\$
	ROPE ONLY	LF	4,750.00	Ψ	Ψ
94	HANDHOLES AND JUNCTION	FAOU	10.00	\$	\$
05	BUXES	EACH	18.00	-	
30	METERED PEDESTAL	EACH	2.00	\$	\$
96				\$	\$
07	TYPE A SIGNS, SHEET ALUMINUM	SF	775.80	Ψ	Ψ
97	THRE POSTS	LE <sup>2</sup>	1 002 00	\$	\$
98	PERFORATED SOLIADE STEEL	LF	1,062.00		
50	TUBE POST ANCHOR BREAK-			\$	\$
	AWAY SOIL INSTALLATION	EACH	97.00	Ψ	*
99	REMOVAL OF TYPE A SIGN			æ	æ
	ASSEMBLY	EACH	24.00	Φ	Φ
100	REMOVE & REINSTALL OF TYPE B			\$	\$
101	SIGN ASSEMBLY	EACH	2.00		-
101	WATERING	MGAL	100.00	\$	\$
102				¢	¢
100	LANDSCAPING	LS	1.00	Φ	φ
103	SWPPP MANAGEMENT	1.5	1.00	\$	\$
104	STABILIZED CONSTRUCTION	20	1.00		
	ENTRANCE	TON	96.00	\$	\$
105	TEMPORARY HYDRO-SEEDING,			¢	¢
	TYPE 1	ACRE	3.00	φ	Ψ
106	SEEDING, FERTILIZING, AND				
	MULCHING FOR HYDRAULIC	ACDE	2.00	\$	\$
107	SEEDING FERTILIZING AND	ACRE	3.00		
	MULCHING FOR HYDRAULIC			\$	\$
	SEEDING, TYPE 2	ACRE	3.00		
108	PERIMETER AND SLOPE				
	SEDIMENT CONTROL DEVICE, 12			\$	\$
100		LF	16,352.00		
109				¢	2
	DEVICE	15	16 352 00	Φ	φ
110			10,002.00	¢.	¢
	SILT FENCE INSTALLATION	LF	7,085.00	Þ	φ

EM #	DESCRIPTION	UNITS	QUANTITY	UNIT	EXTENDED
11	MAINTENANCE OF SILT FENCE	IE	5,000,00	\$	\$
12	REMOVAL OF SILT FENCE	LF	7,085.00	\$	\$
13	ROLLED EROSION CONTROL PRODUCT, TYPE II	SY	9.175.0	\$	\$
14	REVETMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.111	TON	39.40	\$	\$
15	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	480.70	\$	\$
16	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	45.00	\$	\$
17	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	45.00	\$	\$
18	INTAKE PROTECTION, SEDIMENT CONTROL DEVICE, 12 IN	EACH	8.00	\$	\$
19	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	8.00	\$	\$
20	REMOVAL OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	8.00	\$	\$
21	MOWING	ACRE	6.00	\$	\$
22	FIELD FENCE, BRACE PANELS	EACH	2.00	\$	\$
23	FIELD FENCE, REMOVAL	LF	171.00	\$	\$
24	CAST IRON MONUMENT BOX	EACH	2.00	\$	\$
25	MOBILIZATION	LS	1.00	\$	\$
26	CONCRETE WASHOUT	LS	1.00	\$	\$

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-126). The successful bidder will be determined by evaluating the Total Bid shown above which shall be done online via the QuestCDN website. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to

that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, emailed or delivered to the bidder within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the written Notice to Proceed.

Bid Security in the sum of	10% OF Bro Torne in the form of
BID BOND	, is submitted herewith in accordance with the
Instructions to Bidders.	

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No.



The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder ETERSON

#### **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_Peterson Contractors, Inc.

as Principal, and <u>Travelers Casualty and Surety Company of America</u> as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the penal sum of <u>Ten Percent (10%) of the Total Amount Bld</u> Dollars (<u>\$ 10%</u>) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the <u>22nd</u> day of <u>Aprll</u>, <u>2022</u>, for <u>...</u>

NOW THEREFORE.

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this <u>8th</u> day of <u>April</u>, A.D., <u>2022</u>.

Witness

Witness Dione R. Young

(Seal) Peterson Contractors, Inc Principal Title) By

president Travelers Casualty and Surety Company of Americaeal) Surety

Bv Anne Crowner

Attorney-in-fact

# TRAVELERS

**Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

**POWER OF ATTORNEY** 

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Anne Crowner of WAUKEE , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and

WAUKEE , lowa , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.



Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

By:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attomeys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of April



2022

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

#### Item 18.

#### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER PROJECT NO. RC-000-3240

	-own				
	BEACKHAWK	SS			
MATT	Bott CEN	_, being first (	duly sworn, deposes a	and says that:	
(1) We are _				of	
2	(Owner, partner,	officer repres	entative, or agent)		
TERSON	CONTRACTORS -	HUC.	, the Bidder that ha	as submitted the atta	ched bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, lowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

Signed Title

Subscribed and sworn to before me

this 2 day of An Title

My Commission expires



Yes No

Yes 🗌 No	My company has been conducting business in lowa for at least 3 years prior to the first request for bids on this project.						
Yes 🗌 No	My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.						
	If you answered "Yes" for each question al complete Parts B and D of this form.	pove, your company qualifies as a resident bidder.	Please				
	If you answered "No" to one or more quest complete Parts C and D of this form.	tions above, your company is a nonresident bidde	r. Please				
To be comple	ted by resident bidders		Part B				
My company has	maintained offices in Iowa during the past 3	years at the following addresses:					
Dates: 12 / 22 1965 to CURRENT		Address: 104 Blackhawle St					
		City, State, Zip: Reinbeck IA 501069					
Dates:/	/to//	Address:					
		City, State, Zip:					
Dates:/	/ to//	Address:					
You may attach a	additional sheet(s) if needed.	City, State, Zip:	ryan aya alaha shikara baying ka Manghagi na sana sana ya y				
To be comple	ted by non-resident bidders		Part C				
1. Name of hom	e state or foreign country reported to the low	va Secretary of State:					
<ol> <li>Does your co</li> <li>If you answer and the appropri</li> </ol>	mpany's home state or foreign country offer red "Yes" to question 2, identify each preferen ate legal citation.	preferences to bidders who are residents?	Yes 🔲 No ign country				
		You may attach additional sh	eet(s) if needed.				
To be comple	ited by all bidders		Part D				
I certify that the s failure to provide Firm Name: F	statements made on this document are true a accurate and truthful information may be a etersoph Contractors In	and complete to the best of my knowledge and I k reason to reject my bid.	now that my				
Signature:	and Calletterso	Date: 11-24-14					
	You must submit the completed form per 875 Iowa Adminis This form has been approved 309-0	to the governmental body requesting bids strative Code Chapter 156. by the Iowa Labor Commissioner. 6001 02-14					

To be completed by all bidders

Please answer "Yes" or "No" for each of the following:

My company is authorized to transact business in Iowa. (To help you determine if your company is authorized, please review the worksheet on the next page).

Yes No My company has an office to transact business in lowa.

Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Part A

Item 18.

**Bidder Status Form** 

# Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

Yes 🗌 No	My business is currently registered as a contractor with the lowa Division of Labor.
Yes Yo	My business is a sole proprietorship and I am an lowa resident for lowa income tax purposes.
Yes TNo	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of lowa for lowa income tax purposes.
Yes 🗌 No	My business is an active corporation with the lowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
Yes Yo	My business is a corporation whose articles of incorporation are filed in a state other than lowa, the corporation has received a certificate of authority from the lowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
Yes Prio	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
Yes I-No	My business is a limited liability partnership which has filed a statement of qualification in a state other than lowa, has filed a statement of foreign qualification in lowa and a statement of cancellation has not been filed.
Yes YNO	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
Yes No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than lowa, the limited partnership or limited liability limited partnership has received notification from the lowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
Yes No	My business is a limited liability company whose certificate of organization is filed in lowa and has not filed a statement of termination.
Yes YNO	My business is a limited liability company whose certificate of organization is filed in a state other than lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.



# DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Matthew Tolan, EI, Civil Engineer II
- **DATE:** May 6, 2022
- SUBJECT: Maintenance and Repair Agreement Post-Construction Stormwater Management Plan The Cove at Spruce Hills

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division of the Public Works Department has reviewed the stormwater management plan and Maintenance and Repair Agreement for The Cove at Spruce Hills and finds it in accordance with City code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works David Wicke, City Engineer Prepared by: The Cove at Spruce Hills, LLC

#### STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **The Cove at Spruce Hills, LLC** (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the  $\underline{\Box}$  day of  $\underline{May}$ , 20 22.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the

Page 1 of 3

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

By (Sig Printed	nature): H Name: BRIAN WINGERT Title: Title: Thember - Cove of Spence Hills
STATE OF <u>Towa</u> ) COUNTY OF <b>Black Hawk</b> )	SS
This instrument was acknowledge	d before me on the $5^{+h}$ day of Man
This hist difference was acknowledge	
, 2022 by <u>Brian Winge</u> (Printed Name	as <u>member</u> of <i>The Cove</i> (Title)
at Spruce Hills, LLC.	, , , , , , , , , , , , , , , , , , ,
	A havid had
STEPHANIE RICKETTS COMMISSION NO. 824750 MY COMMISSION EXPIRES	Notary Public in and for the State of <u>Towa</u>
	City of Cedar Falls, Iowa
	By:
ATTEST:	Robert M. Green, Mayor
ATTEST: Jacqueline Danielsen, MMC, City Clerk	Robert M. Green, Mayor
ATTEST: Jacqueline Danielsen, MMC, City Clerk	Robert M. Green, Mayor
ATTEST: Jacqueline Danielsen, MMC, City Clerk STATE OF) COUNTY OF)	Robert M. Green, Mayor

Notary Public in and for the State of Iowa

HTAH R0 **MINOR PLAT** Sheet 1 of ' Exhibit A THE COVE AT SPRUCE HILLS PLAT 1 "A RESUBDIVISION OF TRACT "F", HERITAGE HILLS SECOND ADDITION, AN OFFICIAL PLAT" 10 State 8 S S 121.0860.01 AREA ABOVE RESERVED FOR REC EX LEGEND REYORS NAME / RETURN TO: IN GRIFFIN YOER & ASSOCIATES, INC. 27 SW SAYDER BOULEVARD KENY, IOWA 50023 5484-2020 EXCLUSION OF BRIDERY SEARCH REDSEARCH THE MODEL OF BRIDE WARK Englasse: Technisten: AJD AY IN VER Same Avriation Station N@SNYDER-ASSOCH nementeritet i 1.0 vermentet 1.1.0 vol.11 CEDAR FALLS, IA Y: NTES, INC, 4032 W 11.14'N ÷. HILLS ESTATES SECOND AD QameAberts 14. \_PROPMATE 1 Ct. 7 TED BY: OVE AT SPRUCE HILLS, L.L.C. NB 3E 045 PLAT DESCRIPTION 2727 9.W. S ANKENY, NE CORNER A SPRUCE KILLS, LLC. SIFOR-MELENDY LANE AREA 6.55 ACRES (202.756 S.F.) LOT 1 302,756 SI 5.95 AC ZONING INC. LOT M CANAGE P. 2014 +535374653756300 PEA 62-03-00001115 BULK REGULATIONS: 25 FRONT YARD (ALONG SPRUCE HULS DR. & PRAIRE 27 RACKTARD (PERMATER SETURCE ALL OTHER SIDE 648 119480 NUMBER OF COMPANY ar ASSOCIATES, 589"37'53"E 194,04" N 589"33'25'E 194,04" P THE COVE AT SPRUCE HILLS SPRUCE HILLS DRIM BOUNDARY TABLE LINE TABLE (PLATTED) LINE TABLE (MEASURED) 
 International
 Line
 France
 France
 Control (1)
 Control INE # LENGTH (FT) DIRECTION 52,61 61.13 82,46 PARKWAY 5003 MINOR SUBDIVISION PLAT LCY 17 Gran Schemmen Real Bri aty Partinger and u RAIRIE 80,5 turne ar -Racenso e ese Recent - Sees CURVE TABLE (PLATTED) ంర RADIUS ARCLENGTH TANGENT SNYDER 15.07 21.53 CURVE TABLE (MEASURE \$44"3708"E 21,19 SE CORNER TRACT 'P" 8 SE CORNER SE 1/4 SEC. 24-69-14 FND CONC. MONUMENT N89"36"59"W 596.68" ) N89"32"29W 596.68"P HORD BEARINGA ENGT 14.97 C1 LEGEND GREENHILL ROAD I hereby certify the was prepared and performed by me of supervision and the Professional Land State of Jows. EATURE <u>SET</u> ing docume ny work was 1 periodel CURVE TABLE (EASEMENTS) LINE TABLE (EASEMEN 0 
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 ARC LENGTH
 TANGENT
 CHC

 \* 137.50'
 24.00'
 12.03'
 \*

 \* 127.50'
 22.25'
 11.15'
 \*
 L15 50.57 Saler 35r 56°C L16 6.26 N20° 19' 26°E L17 55.08 528° 19' 28°W CURVE N 60,4 NS7" 07 30" B 31 22 38 N26" 187 28"E 553" 48" 28"E 533" 36" 11"E N51" 37" 17"E N59" 57" 47"E 518" 03" 47"E 538" 28" 58" 28" 56"E C2 C3 29.12 67.15 31.52 80.90 28.83 40.77 22.5 ERIN D. GRIFFIN 10-00-00\* iffin, PLS N55"23"29"E 22.22 520 19 201W 500 15 47W N28 19 2612 528 19 2612 528 19 2612 528 19 2614 537 07 30W 77.85 14.40 12.65 68.41 11.13 45.00 45.00 31.65 59.83 42.10' 7.22' 8.34' С 54"04"01" 82.50 S53\*21\*28\*W 74,99 Lipanse Nu 19710 ber SNYDER 19710 C5 C8 C7 10°00'00° 82.50° 114.40° 7.22° 10°00'00° 72.50° 12.65° 8.34° 54°04'01° 72.50° 68.41° 35.99° 54°04'01° 127.50° 120.31° 85.05° 80,64 71,32 45,00 6,25 S85\*23\*29\*W 14.38\* N85\*23\*29\*E 12.64\* 110 N26" 19 20"E My License Renewal Date is De Pages of sheets covered by this seal: SNEET 1 OF 1 LIZ

N53"21'29"E 65.90

N53'21'29'E 115.90

CS

29.86

Item 19.

Project No: 121.08

Sheet 1 of 1

# Exhibit B





# Exhibit C

# Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

ì

BMP element:	Potential problem:	How I will remediate the problem:
The entire BMP	Trash/debris is present.	Remove the trash/debris.
The perimeter of the	Areas of bare soil and/or	Regrade the soil if necessary to remove
detention basin	erosive gullies have formed.	the gully, and then plant a ground cover
	_	and water until it is established. Provide
		lime and a one-time fertilizer application.
	Vegetation is too short or	Maintain vegetation at a height of
	too long.	approximately six inches.
The inlet device: pipe or	The pipe is clogged.	Unclog the pipe. Dispose of the
swale		sediment off-site.
	The pipe is cracked or	Replace the pipe.
	otherwise damaged.	
	Erosion is occurring in the	Regrade the swale if necessary to
	swale.	smooth it over and provide erosion
		control devises such as reinforced
		turf matting or riprap to avoid future
		problems with erosion.
The forebay	Sediment has accumulated	Search for the source of the sediment
	to a depth greater than the	and remedy the problem if possible.
	original design depth for	Remove the sediment and dispose of
	sediment storage.	it in a location where it will not cause
		impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection
		such as reinforced turf matting or riprap
		if needed to prevent future erosion
		problems.
	Weeds are present.	Remove the weeds, preferably by hand.
		If pesticide is used, wipe it on the plants
		rather than spraying.
The main detention area	Sediment has accumulated	Search for the source of the sediment
	to a depth greater than the	and remedy the problem if possibe.
\ \	original design sediment	Remove the sediment and dispose of
	storage depth.	it in a location where it will not cause
1		impacts to streams or the BMP.
×	Cattails, phragmites or other	Remove the plants by wiping them
	invasive plants cover 50%	with herbicide (do not spray).
	of the basin surface.	
The embankment	Shrubs have started to grow	Remove shrubs immediately.
	on the embankment.	
	A tree has started to grow	Remove the tree immediately.
	on the embankment.	
The outlet device	Clogging has occurred.	Clean out the outlet device.
		Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
Washed stone in front of	Silt build up on stone	Washed stone must be unclogged and
orifice outlet	blocking outlet.	replaced as needed.
Ine receiving water	Erosion or other signs of damage	Repair damage.
	have occurred at the outlet.	

# Exhibit D

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### **DESCRIPTION:**

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

# Exhibit E

# <u>Stormwater Management Inspection/Maintenance Form</u> To be kept on site

PROJECT NAME:				 	<u></u>
PROJECT LOCATIO	N:				
OWNER/LEGAL EN	TITY:				- 
TELEPHONE:			······	 	
E-MAIL:				 	r
INITIAL DATE OF OI	PERATION:	•			

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	<b>OBSERVATION &amp; REMARKS</b>
	·		
			·
		-	
		· .	
<i></i>			
			·
		,	

ltem 19.

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS
			1
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# EDAR 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: Benjamin Claypool, Civil Engineer II, PhD, EI
- **DATE:** May 9th, 2022
- SUBJECT: College Hill Parking Lot Improvements Project Project No. PL-101-3264 Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Aspro, Inc. for the construction of the College Hill Parking Lot Improvements Project.

The Department of Public Works recommends approving and executing the contract with Aspro, Inc. for the construction of the College Hill Parking Lot Improvements Project. This project includes the restoration of approximately 45,126 square feet of ACC parking lots in the College Hill district. This work includes removal of existing ACC surface and placement of new HMA. Spot repairs of the curb and gutter and remarking of the pavement markings.

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

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

## FORM OF CONTRACT

This Contract entered into in <u>quadruplicate</u> at Cedar Falls, Iowa, this\_\_\_\_\_day of \_\_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_\_\_of\_\_\_\_Aspro\_\_\_\_\_\_, hereinafter called the Contractor. WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT, Project No. PL-101-3264 all in the City of Cedar Falls, lowa, ordered to be constructed by the City Council of the City of Cedar Falls, lowa, by Resolution duly passed on the 4th day of April 2022, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. PL-101-3264 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Bid
- f. Bid Bond
- g. Instructions to Bidders
- h. Supplemental Conditions
- i. General Conditions
- j. Project Specifications
- k. Form of Proposal
- I. Performance, Payment, and Maintenance Bond
- m. Form of Contract

- n. Notice to Proceed
- o. Change Order
- p. Drawings prepared by Snyder & Associates, Inc. numbered A.1 through X.3 and dated Month Day, Year
- q. Non-collusion Affidavit of Prime Bidder
- r. Bidders Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor therefore the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in guadruplicate on the date first

herein written.

n. V.P.

Contractor

CITY OF CEDAR FALLS, IOWA

By\_

Robert M. Green, Mayor

Attest: Jacqueline Danielsen, MMC City Clerk

# Performance, Payment and Maintenance Bond

SURETY BOND NO. 2333285

#### KNOW ALL BY THESE PRESENTS:

That we, Aspro, Inc. \_\_\_\_\_\_, as Principal (hereinafter the "Contractor" or "Principal" and \_\_\_\_\_\_\_\_\_ as Surety are held and firmly bound unto <u>CITY</u> <u>OF CEDAR FALLS, IOWA</u>, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_\_\_ One Hundred Fifty Five Thousand Four Hundred Thirty Five and 46/100

(\$\_155,435.46\_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

#### COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT Project PL-101-3264

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. PL-101-3264

Vitness our hands, in triplicate, this	day of, <u>2022</u> .
Surety Countersigned By:	PRINCIPAL:
Not required	Aspro, Inc.
Signature of Agent	By: Contractor By: V- Signature
Printed Name of Agent	Title
Company Name	SURETY:
Company Address	By:
City, State, Zip Code	Signature Attorney-in-Fact Officer
	Dione R. Young, Attorney-in-Fact & Iowa Resident Agen
Company Telephone Number	Printed Name of Attorney-in-Fact Officer
	Holmes, Murphy and Associates, LLC Company Name
	2727 Grand Prairie Parkway
FORM APPROVED BY:	Company Address
	Waukee, IA 50263
	City, State, Zip Code
Attomay for Owner	(515) 223-6800
Attomey for Owner	Company Telephone Number

#### NOTE:

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

#### SWISS RE CORPORATE SOLUTIONS

#### NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY WESTPORT INSURANCE CORPORATION

#### **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

#### JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER,

TIM McCULLOH, STACY VENN, DIONE R. YOUNG, WENDY A. LEWIS, STACIE CHRISTENSEN and SETH ROOKER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000,00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

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

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



& Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 24th day of NOVEMBER , 20 21.

State of Illinois County of Cook ss: North American Specialty Insurance Company Washington International Insurance Company Westport Insurance Corporation

On this 24th day of NOVEMBER, 20<sup>21</sup>, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and <u>Erik Janssens</u> Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



pomen a. Latel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Company and Westport Insurance Company, Washington International Insurance Company and Westport Insuranc

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of

2022

212

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Cor North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MN Item 20.

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
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PRC	DUCER	C		Inc	CONTAC NAME:	CT Sandy Var	n Osten			
42	00 Corporate Drive Ste 160	Serv	ices	, inc.	PHONE (A/C, No	Ext): 515-30	9-6212	(A/C, No):	515-45	7-8964
We	est Des Moines IA 50266				E-MAIL ADDRES	ss: sandy_va	nosten@ajg.	com		
						INS	URER(S) AFFOR	DING COVERAGE		NAIC #
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	X Contractual Liab							MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$ 1,000	,000
	X ROUGH PRO-							GENERAL AGGREGATE	\$ 2,000	,000
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	AND EMPLOYERS' LIABILITY			3001303		12/1/2021	12/1/2022	STATUTE ER		
	OFFICER/MEMBEREXCLUDED?	N/A						E.L. EACH ACCIDENT	\$ 500,0	<u> </u>
	If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$ 500,0	30
-	DESCRIPTION OF OPERATIONS below	-	_					E.L. DISEASE - POLICY LIMIT	\$ 500,0	30
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLI	ES (A	CORD	101, Additional Remarks Schedul	e, may be	attached if more	e space is require	d)		
Re: Proi	College Hill Parking Lot Improvements F ect No. PI -101-3264	roje	ct							
Cerl	ificate Holder is included as additional in itional Insured's as respects to General I	isure iahil	d witł ity co	n respect to the General Lia	ability p	olicy as requ	ired by writter	n contract. Waiver of Subr	ogatior	applies to
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CER	TIFICATE HOLDER				CANC	ELLATION				
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	City of Cedar Falls									
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					ynu	Alan,	WC			
	© 1988-2015 ACORD CORPORATION. All rights reserved.									

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# FORM OF PROPOSAL COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT NO. PL-101-3264 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that <u>BRAD BLOUGH</u> have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	HMA OVERLAY, (ST), BASE COURSE, 1.5", PG58-28S	TON	418.5
2	HMA OVERLAY, (ST), SURFACE COURSE, 1.5", PG58-28S	TON	454.6
3	FULL DEPTH PATCH, PCC, 7" DEPTH	SY	22.3
4	MILLING,3"	SY	4995.7
5	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	26.8
6	PAINTED SYMBOLS & LEGENDS	EACH	5.0
7	TRAFFIC CONTROL	LS	1.0
8	WATTLES	LF	20.0
9	MOBILIZATION	LS	1.0
10	PCC CURB FLUME	LS	1.0

#### TOTAL CONSTRUCTION BASE BID: \$ 155,435.46

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-10). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of	10% OF BID	in the form of
BID BOND	, is submitted her	rewith in accordance with the
Instructions to Bidders.		

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. <u>1</u> Date <u>04/06/2022</u>

The bidder has filled in all blanks on this Proposal.

ASPRO, INC.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

By

3613 TEXAS ST; PO BOX 2620 WATERLOO, IOWA 50704

VICE-PRESIDENT

**Official Address** 

Title

## FORM OF PROPOSAL

# COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT NO. PL-101-3264 CEDAR FALLS, IOWA

#### 4/28/2022

BID	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED
ITEM #					PRICE
1	HMA, (ST), BASE, 3/4", PG58-28S	TON	418.50	\$127.50	\$53,358.75
2	HMA, (ST), SURF., 1/2", PG58-28S	TON	454.60	\$129.00	\$58,643.40
3	FULL DEPTH PATCH, PCC, 7" DEPTH	SY	22.30	\$112.00	\$2,497.60
4	MILLING, 3"	SY	4995.70	\$5.65	\$28,225.71
5	PAINTED PAVEMENT MARKINGS	STA	26.80	\$100.00	\$2,680.00
6	PAINTED SYMBOLS & LEGENDS	EACH	5.00	\$60.00	\$300.00
7	TRAFFIC CONTROL	LS	1.00	\$3,000.00	\$3,000.00
8	WATTLES	LF	20.00	\$4.00	\$80.00
9	MOBILIZATION	LS	1.00	\$5,600.00	\$5,600.00
10	PCC CURB FLUME	LS	1.00	\$1,050.00	\$1,050.00

TOTAL BID

\$155,435.46

Aspro,	Inc.			
BY:	(Name of Bidder)	h	V.P.	
	Brad Blough			

April 8, 2022 (Date)

Title: V.P.

Official Address: (Including Zip Code) 3613 Texas St.; P. O. Box 2620 Waterloo, Iowa 50704

I.R.S. No. 42-1011512


# 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:** May 9, 2022
- SUBJECT: Professional Services Agreement, AECOM Technical Services, Inc. Supplemental Agreement No. 1 North Cedar Heights Area Reconstruction Phase 1 City Project No. RC-092-3271

Please find the attached Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Cedar Falls and AECOM Technical Services, Inc. that outlines the scope of services and costs for right-of-way acquisition services for Phases 1 and 2 of the Project. This Supplemental Agreement provides for detailed work, services, materials, equipment, personnel and supplies necessary to provide right-of-way acquisition services for Phases 1 and 2 of the project. Services will include: record of ownership, title reports, compensation valuations, acquisition processes, closing processes, project status reports, and project administration involved with the acquisition process.

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

The attached Supplemental Agreement includes the services for Acquisition Services Compensation for the services shall be on an hourly basis and in a total amount not to exceed \$129,500.00 (\$69,900.00 for Phase 1 and \$59,600.00 for Phase 2).

The Department of Public Works, Engineering Division requests your consideration and approval of this Supplemental Agreement No. 1 with AECOM Technical Services, Inc. for Acquisition Services.

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

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



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

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

#### SUPPLEMENTAL AGREEMENT NO. 1

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

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 1 for right-ofway acquisition services for Phases 1 and 2 of the project.

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

#### I. Project Description

The North Cedar Heights Area Reconstruction Phase 1 Project includes the reconstruction of Timber Drive from Grand Boulevard to Reserve Drive, W. Ridgewood Drive from Cherry Lane to Greenwood Avenue, and the intersection of Greenwood Avenue with W. Ridgewood Drive to the west 150 feet. Phase 2 will include reconstruction of E. Ridgewood Drive from Cherry Lane to Greenwood Avenue and Woodland Drive from E. Ridgewood Drive to the east end.

### II. Scope of Services

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide right-of-way acquisition services for Phases 1 and 2 of the project. The Scope of Services is further defined as follows:

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

The tasks shown below lead to property acquisition for the project defined above. Our subconsultant, JCG Land Services, will provide these acquisition services for the project. For the purpose of estimating staff hours, Phase 1 consists of acquisition services of 22 parcels, with 7 parcels having partial right-of-way acquisition, 3 permanent easements and 22 temporary easements. Phase 2 consists of acquisition services of 18 parcels, with 8 parcels having partial right-of-way acquisition, 12 permanent easements and 18 temporary easements. Parcels are estimated with compensation estimates only. Closing services will be completed as a part of the project.

- Task 1. Record of Property Ownership and Lien Certificates, Including Title Reports for Partial Acquisitions (JCG)
- Task 2. Compensation Valuation (Phase 1 22 Parcels and Phase 2 18 Parcels) (JCG)
- Task 3. Acquisition Process (JCG)
- Task 4. Closing Process (JCG)
- Task 5. Project Status Reports (JCG)
- Task 6. Project Administration (AECOM)



Item 21.

It is estimated that 22 (Phase 1-9 and Phase 2-13) title reports are needed at \$250.00 each based on recent orders. Negotiations shall be considered complete upon occurrence of one of the following: both the owner and tenant accept the offer or an administrative settlement, or either the owner or tenant fails or refuses to sign the offer or administrative settlement after four in-person meetings to discuss the associated acquisition and offer, or in the judgment of the Client, negotiations have reached an impasse.

For partial acquisitions in fee simple title, JCG will coordinate with the Client and legal counsel of the Client to conduct real estate closings and distribute payments for said transactions. It is estimated that JCG will assist with 15 (Phase 1-7 and Phase 2-8) fee title closings.

## **Exclusions**

Condemnation Support and Appraisals

## III. Compensation

Compensation for the above services will be on an hourly basis in accordance with Part VI of the original agreement and shall be integrated with the fees in the original agreement. The total compensation for these services is an estimated fee of One Hundred Twenty-Nine Thousand Five Hundred Dollars (\$129,500.00) and will not be exceeded without authorization from the Client. The Phase 1 services are estimated at \$69,900.00, and the Phase 2 services are estimated at \$59,600.00.

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

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 as of the dates shown below:

CITY OF CEDAR FALLS

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		-	

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

AECOM TECHNICAL SERVICES, INC.

Douglas W. Schindel, P.E.

Associate Vice President

Date\_\_\_\_\_ May 9, 2022

L:\Secure\_DCS\Administration\AGREE\SUPPLE\SA1 CF Cedar Heights Acquisition Services.docx



# DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Matthew Tolan, EI, Civil Engineer II
- **DATE:** May 9, 2022
- SUBJECT: Center Street Corridor Streetscape Project City Project Number: MC-000-3206 Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to make streetscape improvements to Center Street from Clair Street to W. Lone Tree Road including new curb, sidewalks, ADA compliant pedestrian ramps, biocells, and landscaping. The project will require the acquisition of temporary easements from twenty nine (29) properties to complete construction. The owners of the following twenty seven (27) properties have accepted our offer:

Parcel #	Owner	Address/Parcel ID	Acquisition Type
13	Marilyn I. Bonorden	2027 Center Street	Temporary
16	Dennis Pruckler and Bonnie Pruckler	2221 Center Street	Temporary
17	Michael W. Leuer and Rosella F. Leuer	2301 Center Street	Temporary
18	Rose M. Mehmen	2307 Center Street	Temporary
19	David J. Minikus and Renae G. Minikus	9014-36-353-015	Temporary
20	David J. Minikus and Renae G. Minikus	818 Green Avenue	Temporary
21	Creative Properties, LLC	2405 Center Street	Temporary
22	Creative Properties, LLC	2411 Center Street	Temporary
24	Miner School Alano Society, Inc.	2513 Center Street	Temporary
25	Dana W. Hunt	2607 Center Street	Temporary
26	Daniel A. Holtkamp	9014-36-302-010	Temporary
27	Gzim Gashi	2627 Center Street	Temporary
28	Joel M. Klein	2707 Center Street	Temporary
29	Purdy Properties, LC	2711 Center Street	Temporary
30	William L. Poppe	9014-36-302-017	Temporary
31	Gary L. Wallace	2719 Center Street	Temporary
32	Benton Building Center, Inc.	2811 Center Street	Temporary
38	Sarah Panther	904 Douglas Street	Temporary
40	William H. Hanson	911 Thomas Street	Temporary
41	Brenda K. Larkin	2526 Center Street	Temporary
43	Brenda K. Larkin	909 Lantz Avenue	Temporary
44	Cunningham Properties, LC	2504 Center Street	Temporary
47	James D. Hitchcock and Ilene C. Hitchcock	2418 Center Street	Temporary
48	David V. Adelmund and Melissa C.	2410 Center Street	Temporary

	McClintock Adelmund		
50	Cole Heimer	2322 Center Street	Temporary
51	Wilken Properties, LLC	2308 Center Street	Temporary
56	Jacob M. Manchester	2112 Center Street	Temporary

Attached is a map that identifies the location of these properties.

The City will use Emergency Reserve and Storm Water Funds for the design and right of way portion of this project. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY22 and FY23 under item number 113. 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 Center Street Corridor Streetscape 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













\_\_\_\_\_





# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_, by Marilyn I. Bonorden ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

Item 22.

**GRANTOR:** 

Marilyn I. Bonorden 3-21-22 Marilyn I. Bonorden

State of <u>*Towa*</u>)

County of Black Hawk )

This record was acknowledged before me on the <u>215+</u> day of <u>March</u>, 20<u>22</u>, by <u>Marilyn 1. Bonorden</u> and \_\_\_\_\_.

HALEY M HABING

ili Signature of notarial officer

Stamp

Admisadssistant 1 Title of Office

[My commission expires: 7/23/29]

## 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:

231

4

Item 22.

Exhibit A



## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2027 Center Street, Cedar FallsCounty Tax Parcel No: 8914-01-103-011Parcel Number: 13Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Marilyn I. Bonorden, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Temporary Easement 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 Sellers' estates, rights, title and interests in the Premises, including any easements as are described herein. Sellers consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Sellers 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").
- In consideration of Sellers' conveyance of Sellers' interest in the Premises to Buyer, Buyer agrees to pay to Sellers the following:

Payment Amount	Agreed Performance	Date
\$	on right of possession	
\$	_ on conveyance of title	
\$	on surrender of possession	
\$ <u>171.36</u>	on possession and	60 days after Buyer approval
	conveyance	
\$ 171.36	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft. \$	
Underlying Fee Title	sa. ft. \$	
Temporary Easement	600 sq. ft. \$	171.36
Permanent Easement	sa ft \$	
Buildings	0q <u>v</u>	
Severance Damages	<u>\</u>	
Severance Damayes	<u>Ψ</u>	

- 4. Sellers grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Sellers also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

and enjoyment of the Sellers' 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, Sellers 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 Sellers.
- This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the 7. Sellers 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 Sellers states and warrants that, to the best of the Sellers' 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:
- The Buyer hereby gives notice of Sellers' five-year right to renegotiate construction or maintenance 9. damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLERS' 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.

## SELLERS: Marilyn I. Bonorden

Marlyn Irene Bonorden Date 3/21/22

State of *Lowa* County of Black Hawk

This record was acknowledged before me on the 21 day of March 2022, by Bonorden

Signature of notarial office

notarial officer

My commission expires

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

Page 2 of 3

### 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:

Page 3 of 3

Item 22.

Exhibit A



## **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_, by Dennis Pruckler and Bonnie Pruckler ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement.</u> This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR

Bonnie Pruckler

State of Iowa ) County of B|acKHawk )

This record was acknowledged before me on t	the	14 day of	March	_,
2022, by Dennis Prockler ar	nd _	Bonnie	Pruckler	

Balun M. Hihu Signature of notarial officer

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

Stamp

[ <u>Oldmin Assistant</u> ] Title of Office

[My commission expires: 7/23/24]

## 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:

Item 22.

Exhibit A



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### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2221 Center Street, Cedar FallsCounty Tax Parcel No: 9014-36-353-012Parcel Number: 16Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Dennis Pruckler AND Bonnie Pruckler, 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 (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
\$\$	<ul> <li>on right of possession</li> <li>on conveyance of title</li> <li>on surrender of possession</li> </ul>	
\$479.81	on possession and	60 days after Buyer approval
\$479.81	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Litle	sq. ft	
Underlying Fee Title	sq. ft\$	
Temporary Easement 1	,680 sq. ft. \$	479.81
Permanent Easement	sa. ft. \$	
Buildings	<u> </u>	
Severance Damages	\$	
3		

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Dennis Pruckler and Bonnie Pruckler

State of Iowa County of BIACK Hawk

Bomin Puckh 3-14-22 Alm Parater 3-14-22

This record was acknowledged before me on the 14th day of <u>March</u>, 2022, by <u>Dennis Pruckler</u>, 2022, by

Haley M. Habinck

My commission expires

CITY OF CEDAR FALLS, IOWA (BUYER)



Page 2 of 3

Item 22.

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

Propared by Jody Buddo, 411 6th Avenue SE, Suite 400, Codar Papide, 14, 52401, Phone: 319, 365, 9565



Exhibit A

# **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Michael W. Leuer and Rosella F. Leuer ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> Grantor do 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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 expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR: huffever 3.15-21

Michael W. Leuer

3-15-2

Rosella F. Leuer

State of <u>Towa</u>) County of Black Hawk )

This record was acknowledged before me on the 15<sup>th</sup> day of <u>March</u> 2022, by <u>Michael W. Lever</u> and <u>Rosella</u> F. Leve

Signature of notarial officer



Stamp

I Admin. Assistant. Title of Office ]

[My commission expires: 7/23/24]

## 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:

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2301 Center Street, Cedar FallsCounty Tax Parcel No: 9014-36-353-013Parcel Number: 17Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Michael W. Leuer AND Rosella F. Leuer, 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 (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	
\$141.66	_ on possession and	60 days after Buyer approval
\$141.66	conveyance TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft\$	
Underlying Fee Title	sq. ft\$	
Temporary Easement	<u>496</u> sq. ft. <u>\$</u>	141.66
Permanent Easement	sq. ft\$	
Buildings	\$	
Severance Damages	\$	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Michael W. Leuer and Rosella F. Leuer

Michael Leuces 3-15-52 Rosella 7 Lever 3-15-22 Date Date

State of Iowa County of Black Hawk

This record was acknowledged before me on the <u>15</u><sup>th</sup> <u>March</u>, 2022, by <u>Michael W. Leuer</u> and <u>Rosella F. Leuer</u>

ature of notarial officer

12024 My commission expires

CITY OF CEDAR FALLS, IOWA (BUYER)



Page 2 of 3
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:

Exhibit A



254

# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Rose M. Mehmen ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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 expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR: Wen 9 May 2000 By: Rose M. Mehmen

State of	Fowa		)
County of	Black	HawK	)

This record was acknowledged before me on the <u>9<sup>th</sup></u> day of <u>May</u> 20<u>22</u>, by <u>Rose M. Mehmen</u>.



alino

Signature of notarial officer

Stamp

[<u>Admin. Assistant</u>] Title of Office

[My commission expires: 7/23/2024]

3

## 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:

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2307 Center Street, Cedar FallsCounty Tax Parcel No: 9014-36-353-014Parcel Number: 18Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Rose M. Mehmen, 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 (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
\$ \$	<ul> <li>on right of possession</li> <li>on conveyance of title</li> <li>on surrender of possession</li> </ul>	
\$141.37	on possession and	60 days after Buyer approval
\$141.37	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. π. <u>\$</u>	
Temporary Fasement	<u> </u>	141.37
Permanent Easement	sq. ft. \$\$	
Severance Damages	\$	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Rose M. Mehmen le Moer 28 State of County of Black + This record was acknowledged before me on the 10 day of March 2022, by thenr rhune ure of notarial officer nne **KATHERINE LINN TERHUNE** name of notarial officer ommission Number 827046 My Commission Expires 23 October 22, 2023

My commission expires

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3

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:

Exhibit A



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by David J. Minikus and Renae G. Minikus ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

David J. Minikus

State of <u>Towa</u>) County of Black Hawk )

This record was acknowledged before	e me on the	14 day of	March	,
2022, by David Minikus	and _	Renae M	inikus	

Rali Signature of notarial officer

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024 TARIAL OF

Stamp

[ Udmin. Assistant ] Title of Office

Title of Office [My commission expires: 7/23/24]

#### 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:

4

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: Home Acres Addition Lot 4County Tax Parcel No: 9014-36-353-015Parcel Number: 19Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between David J. Minikus AND Renae G. Minikus, 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 (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
\$\$	<ul> <li>on right of possession</li> <li>on conveyance of title</li> </ul>	
\$100.00	on possession and	60 days after Buyer approval
\$100.00	conveyance TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft.	6
Underlying Fee Title	sq. ft.	6
Temporary Easement	329 sq. ft.	5 100.00
Permanent Easement Buildings	sq. ft.	<u>6</u>
Severance Damages	\$	β

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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:
- 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: David J. Minikus and Renae G. Minikus 122 David Minhos 3

State of Joura County of Black Hamk

This record was acknowledged before me on the Hday of March 2022, by GMinikus David and

Signature of notarial office

notarial officer

My commission expirés

CITY OF CEDAR FALLS, IOWA (BUYER)



Page 2 of 3

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:

Exhibit A



## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by David J. Minikus and Renae G. Minikus ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> Grantor do 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. <u>Grantee's Use.</u> 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 crosses. 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 expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement: or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

David J. Minikus

Renae G. Minikus

State of	Iowa	
County of	Black Hawk	)

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

This record was acknowledged before	me on the	14 <sup>th</sup> day of	March	
2022 by David J. Minikus	and _	Renae G	Minikus	

Holey M. Haleh Signature of notarial officer

Stamp

[ <u>Admin. Ashistant</u>] Title of Office

[My commission expires: 7/23/24]

#### 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:

Item 22.



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

FOTH PROJECT NO. 19C017-05 DATE: 3/8/2022

277

SHEET

Foth Infrastructure & Environment, LLC 411 6th Avenue 55, Suite 400 + Cedar Rapids, M 52401-1931 + Phone: 319-365-9565 +

#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 818 Green Ave., Cedar FallsCounty Tax Parcel No: 9014-36-353-016Parcel Number: 20Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between David J. Minikus AND Renae G. Minikus, 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 (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:

Agreed Performance	Date
on right of possession on conveyance of title	
on surrender of possessi on possession and	on 60 days after Buyer approval
TOTAL LUMP SUM	
sq. ft. = square feet	
sq. ft.	\$
sq. ft.	\$
<u>331</u> sq. ft.	<u>\$ 100.00</u>
sq. ft.	\$
	\$
	\$
	Agreed Performance on right of possession on conveyance of title on surrender of possessi on possession and conveyance TOTAL LUMP SUM sq. ft. = square feet sq. ft. 331sq. ft. sq. ft.

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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:
- 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.

SEALER: David J. Minikus and Renae G. Minikus minutes 3-141-22 Date

State of Lowa County of Black Hawk

This record was acknowledged before me on the <u>14</u> the <u>March</u>, 2022, by <u>David J. Minikus</u> and <u>Renat. G. Minikus</u>

Signature of notarial office

M. Habinck

2024

My commission expires

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3

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:





281

# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by Creative 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. <u>Purpose.</u> 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use</u>. 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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.

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

**GRANTOR**:

Creative Properties, LLC = K B-By: Name: Travis K Bugle Title: President

State of <u>Towa</u>) County of Bluck Hark )

This record wa	as acknowled	dged before	me on the $\mathcal{J}$	2 day of April	<u>,</u>
20 <u>'72</u> , by	Travis	Boyle	, as	Presiden+	of
Creative	Properives	inc			



Anne 20

Signature of notarial officer

Stamp

[ Cruil Engineer II ] Title of Office

[My commission expires: <u>4-7-2027</u>]

## 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:

Item 22.



286

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2405 Center Street, Cedar FallsCounty Tax Parcel No: 9014-36-352-012Parcel Number: 21Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Creative 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 Temporary Easement 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.

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- 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
\$\$	<ul> <li>on right of possession</li> <li>on conveyance of title</li> <li>on surrender of possession</li> </ul>	
\$ <u>115.67</u>	on possession and	60 days after Buyer approval
\$115.67	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title Temporary Easement Permanent Easement Buildings Severance Damages	sq. ft. = square feet sq. ft. \$ sq. ft. \$ 405sq. ft. \$ sq. ft. \$ \$	115.67

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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- 9. 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: Creative Properties, LLC

State of <u>Lown</u> County of Black Haw

This record was acknowled	lged before me on the 👥 da	y of	April	, 2022, by
Parsianto	as President	of _	Corothe Dopisti	SLLC
Traves Boyle				
atta One	Manufacture HEW TO			
e of notarial officer	NON NO. 838 7			
av Tolan	Jowa	MAARANAINA		
name of notarial officer	NAME EXPIRES			
7-2025	ARIAL			

My commission expires

Signatur

<u>ທີ່ຊ</u>າງທີ Printed r

4-
By:

Robert M Green, Mayor

ATTEST:

Ву: \_

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

Exhibit A

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



## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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1

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 crosses. 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.

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

# **GRANTOR**:

Creative Properties, LLC By: Name: Travis K Buyle President Title:

State of	- Towa		)
	•		

County of Black Hawk )

This record was acknowledged before me on the	$22^{\mu\nu}$ day of	Apri)	,
2022 by Travis Boyle, as	President		of
Creastic Properios LLC	•		



Masen,

Signature of notarial officer

Stamp

[ Cluil Engineer I Title of Office \_\_\_\_]

[My commission expires: 4-7-2005]

## 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, 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:

4



295

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2411/2413 Center St., Cedar Falls County Tax Parcel No: 9014-36-352-011 Parcel Number: 22 Project Number: MC-000-3206 Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Creative 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 Temporary Easement 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.

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- 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 posses	sion
\$ 122.36	on possession and	60 days after Buyer approval
	conveyance	
\$ <u>122.36</u>	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	s sa. ft. = square feet	
Land by Fee Title	sq. ft.	\$
Underlying Fee Title	sq. ft.	\$
Temporary Easement	<u>350</u> sq. ft.	\$ 122.36
Permanent Easement	sq. ft.	\$
Buildings		<u>\$</u>
Severance Damages		\$

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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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Page 1 of 3

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. 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: Creative Properties, LLC

KB 4-72-72 Date

State of <u>Lowa</u>

County of Black Hawk

This record w	as acknowled	lged befo	ore me on the 22	day of	April	, 2022, by
_ bavis	Boyk	as	President	of	Creative	Properties LLC

Signature of notarial officer

Marthan Tolan Printed name of notarial officer

4-7-2025

My commission expires



By:

Robert M Green, Mayor

ATTEST:

Ву: \_\_

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

Exhibit A



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by Miner School Alano Society, 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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR: Miner School Alano Society, Inc.

3-18-22 By: Name: Greg Pattenson Title: Viacto

State of *Iowa* )

County of Black Hawk )

		inth	
This record was acknowledged before	me on the	18 day of March	,
2022, by Greg Patterson	, as	Director	of
Miner School Alano Socie	Hy, Inc.	<u> </u>	

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

Haley M. Haleilo Signature of notarial officer

Stamp

[<u>Admin. Assistant</u>] Title of Office

[My commission expires: 7/23/24]

## 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:

4

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2513 Center Street, Cedar Falls Parcel Number: 24 Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between Miner School Alano Society, 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 (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	
\$359.04	on possession and	60 days after Buyer approval
\$359.04	conveyance TOTAL LUMP SUM	
BREAKDOWN: ac. = acre	es sq. ft. = square feet	
Land by Fee Title	sq. ft. \$	
Underlying Fee Title	sq. ft. \$	
Temporary Easement	1,027 sq. ft. \$	359.04
Permanent Easement	sq. ft\$	
Severance Damages	\$	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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:
- 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; Miner School Alano Society, Inc.,

> 3-/8-22 Date Patterson

Lowa State of County of Black Hawk

This record was acknowledged before me on the 18th day of March, 2022, by Greg Patterson as Director of Miner School Alano Society, Inc.

Signature of notarial officer

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

23/2024

My commission expires

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3

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

Exhibit A



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by Dana W. Hunt ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement.</u> This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR

By:

N. aut President Dana W. Hunt

4-7-22

2

State of Towa ) County of Black Hunk )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_\_

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024 Signature of notarial officer

Stamp

lain asistant 1

Title of Office

[My commission expires: 7/23/2024

### 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:

312

4

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

 Property Address: 2607 Center Street, Cedar Falls
 County Tax Parcel No: 9014-36-302-008

 Parcel Number: 25
 Project Number: MC-000-3206

 Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Dana W. Hunt, 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 (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	n
\$225.49	on possession and	60 days after Buyer approval
\$225.49	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft\$	
Underlying Fee Title	sq. ft\$	
Temporary Easement	645 sq. ft. \$	225.49
Permanent Easement	sq. ft\$	
Buildings	\$	
Severance Damages	\$	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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.

ER: Dana W. Hunt Date

State of <u>Loula</u> County of Black

2022, by This record was acknowledged before me on the

Signature of notarial officer

My commission expires

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3

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



317

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by Daniel A. Holtkamp ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

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Item 22.

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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement.</u> This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR:

Daniel A. Holtkamp 5-4-22 Daniel A. Holtkamp By:

State of 10wa ) County of Black Hawk )

This record was acknowledged before me on the  $4^{th}$  day of May, 2022, by Daniel A. Holtkamp

Alalari

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

Signature of notarial officer

Stamp, dmin assistant 1

Title of Office

[My commission expires:  $\frac{7/23/24}{2}$ ]

### 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:

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: First Addition to Thrift Acres Lot 5 County Tax Parcel No: 9014-36-302-010 Parcel Number: 26 Project Number: MC-000-3206 Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Daniel A. Holtkamp, 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 (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	
\$183.93	on possession and	60 days after Buyer approval
\$183.93	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title	sq. ft. = square feet sq. fts sq. ft\$	
Temporary Easement Permanent Easement Buildings Severance Damages	644 sq. ft. \$ sq. ft. \$ sq. ft. \$ \$	183.93

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Daniel A. Holtkamp,

Date State of

County of

day of This record was acknowledged before me on the 2022, by

Signature of notarial officer

binck

My commission expires

Commission Number 833313 My Commission Expires July 23, 2024

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3
Item 22.

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

Exhibit A



## **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by Gzim Gashi ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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 expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR: Gapti 04, 11, 22

Gzim Gashi

State of Lowa ) County of Black Hawk )

This record was acknowledged before me on the <u>11th</u> day of <u>April</u> 20<u>22</u>, by <u>Gzim Gashi</u>.





Stamp Hanin. Assistant 1 Title of Office

[My commission expires: 7/23/24]

## 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:

Exhibit A





#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

 Property Address: 2627 Center Street, Cedar Falls
 County Tax Parcel No: 9014-36-302-029

 Parcel Number: 27
 Project Number: MC-000-3206

 Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between Gzim Gashi, 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 (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	
\$\$ \$225.14	on possession and	60 days after Buyer approval
\$225.14	conveyance TOTAL LUMP SUM	<u></u>
BREAKDOWN: ac. = acres	s sq. ft. = square feet	
Land by Fee Title	sg. ft. \$	
Underlying Fee Title	sq. ft. \$	
Temporary Easement	644 sq. ft. \$	225.14
Permanent Easement Buildings	sq. ft\$	
Severance Damages	\$	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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:

04, 11.22

Gzim Gashi

State of 70wa County of Black Hawk

day of This record was acknowledged before me on the 2022, by

TIM ads

Signature of notarial officer

Printed name of notarial office

My commission expires



Page 2 of 3

#### 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

Page 3 of 3

Exhibit A

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



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by Joel M. Klein ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement.</u> This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR Joel M. Klein 3/4/22 By:

State of <u>*Towa*</u>)

County of Black Hawk )

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

This record was acknowledged before me on the <u>14</u> day of <u>March</u>, 2022 by <u>Joel M. Klein</u>.

alit Signature of potarial officer

Stamp

[<u>Admin Assistant</u>] Title of Office [My commission expires: <u>7/23/24</u>]

## 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:

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2707 Center Street, Cedar FallsCounty Tax Parcel No: 9014-36-302-012Parcel Number: 28Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Joel M. Klein, 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 (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	
\$100.00	on surrender of possession on possession	60 days after Buyer approval
\$100.00	conveyance _ TOTAL LUMP SUM	
BREAKDOWN: ac. = acres Land by Fee Title	sq. ft. = square feet sq. ft\$	
Underlying Fee Title	sq. ft\$	
Temporary Easement	<u>280    s</u> q. ft. <u>\$   </u>	100.00
Permanent Easement Buildings	sq. ft	
Severance Damages	\$	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Joel M. Klein

N. <u>Elin</u> Date <u>3/14/22</u> State of <u>Jowa</u> County of <u>Black Hawk</u>

This record was acknowledged before me on the <u>4</u> day of <u>March</u> 2022, by

Signature of notarial officer

My commission expires

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3

Item 22.

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:

Exhibit A



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by Purdy Properties, LC ("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. <u>Purpose.</u> 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

### **GRANTOR: Purdy Properties, LC**

By: Mat hudy Mar Pundy Properties LC. Name: Kent Pordy Mar Purdy Properties LC. Mgr Title:

State of Jowa )

County of Black (bank )



This record was acknowledged before me on the 3rd day of Mary 2022, by Kenf Purdy , as Manyer Purdy Properties, LC of

Signature of notarial officer

Stamp

Title of Office

[My commission expires: 5/30/2000

#### 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:

348



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2711 Center Street, Cedar Falls Parcel Number: 29 Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Purdy Properties, LC, 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 (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 possessi	on
\$226.54	on possession and	60 days after Buyer approval
	conveyance	
\$226.54	TOTAL LUMP SUM	
BREAKDOWN: ac. = acre Land by Fee Title Underlying Fee Title Temporary Easement Permanent Easement Buildings Severance Damages	s sq. ft. = square feet sq. ft. sq. ft. sq. ft. sq. ft.	\$ \$ \$ \$ \$

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Purdy Properties, LC

Mul budy My - Rudy frogentine C. 3 May 2022 Date

State of IA County of Black How ) K



This record was acknowledged before me on the 3 day of May Kent Purely as Mangur of Purely Pro manfill LL

Signature of notarial

My commission exp

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3

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



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by William L. Poppe ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

354

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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

355

**GRANTOR:** er By: William L. Poppe

51612.

State of	Towa	)
County of	Black	Hank

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 20<u>22</u> by <u>William L. Poppe</u>.



Signature of notarial officer

Stamp

min assistant 1 Title of Office

[My commission expires: 7/23/24]

356

# 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:

357

Exhibit A

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



## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

#### Property Address: The N 8' Lot 3 Parcel Number: 30 Project Name: Center Street Corridor Streetscape Project

### County Tax Parcel No: 9014-36-302-017 Project Number: MC-000-3206

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between William L. Poppe, 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 (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	
\$\$ <u>100.00</u>	on possession and convevance	60 days after Buyer approval
\$100.00	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title	sq. ft. = square feet sq. ft. sq. ft.	<u>\$</u> \$
Temporary Easement Permanent Easement Buildings Severance Damages	<u>80</u> sq. ft. sq. ft.	\$ 100.00 \$

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: William L. Poppe

william 5/6/22 Date

State of <u>Towa</u> County of <u>Black Hawk</u>

This record was acknowledged before me on the U day of

2022, by

May

Signature of notarial officer

7/23/2024 My 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:

Item 22.

Exhibit A

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



# **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by Gary L. Wallace ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

Item 22.

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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTO By: Mary I. Wallace 3/22/2022 Gary L. Wallace

State of	Iowa )
County of	Black Hawk,

This record was acknowledged before me on the 22nd day of March 2022, by Gary L. Wallace.

Valento a

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024 SEAL OV

Signature of notarial officer

Stamp

I Admin Assistant Title of Office 1

[My commission expires: 7/23/24]

## 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:

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2719 Center Street, Cedar Falls Parcel Number: 31 Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Gary L. Wallace, 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 (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 possessio	on
\$ 260.10	on possession and	60 days after Buyer approval
\$260.10	conveyance TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sa, ft. = sauare feet	
Land by Fee Title	sa. ft.	6
Underlying Fee Title	sq. ft.	
Temporary Easement	744 sq. ft.	260.10
Permanent Easement	sq. ft.	5
Buildings		5
Severance Damages		<u> </u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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.

- This Agreement shall apply to and bind the assigns, representatives and successors of the Seller. 6.
- 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. 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: Gary L. Wallace

ay Al vellace

Lowa State of County of Black Hawk

This record was acknowledged before me on the 22day of \_\_\_\_\_

2022, by

Gany L. Wallace.

ignature of notarial officer

Haley M. Habinck

7/23/24

My commission expires

CITY OF CEDAR FALLS, IOWA (BUYER)



March

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:



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by Benton Building Center, 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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR: Benton Building Center, Inc.

Bv:

`	Auros	
Name:	5R Berton	
Title:	Pres,	

State of Vocus ) County of Black Hawk )

This record was acknowledged before me	on the	26 day	of darch	,
2022, by freeen the Keinger	as	applie	Agr.	of
Muters Soult & Sterre	l-	<u> </u>		

Signature of notarial officer TERESA M CHIAPPONE Commission Number 821205 My Commission Expires November 13, 2022 ADM AL OF Stamp Title of Office

[My commission expires: 11-13 22]

## 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:

Item 22.



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2811 Center Street, Cedar FallsCounty Tax Parcel No: 9014-36-302-026Parcel Number: 32Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Benton Building Center, Inc., Seller, and the City of Cedar Falls, Iowa, Buyer.

 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 (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	on
\$1,328.83	on possession and	60 days after Buyer approval
\$1,328.83	conveyance TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft.	\$
Underlying Fee Title	sq. ft.	\$
Temporary Easement	3,801 sq. ft.	<b>1,328.83</b>
Permanent Easement	sq. ft.	5
Buildings		5
Severance Damages		\$

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Benton Building Center, Inc.

Date

State of COUG County of Black Hamp

This record was acknowledged before me on the \_\_\_\_\_\_day of \_\_\_\_\_ as affin ner of P

Signature of notarial office

MADDUN

11-13-22 My commission expires

TERESA M CHIAPPONE Commission Number 821205 My Commission Expires November 13, 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.

My Commission Expires:

Notary Public in and for the State of Iowa



# **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by Sarah Panther ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR: By: Sarah Panther	
State of BLACKHAWK)	
County of BLACK Hawk )	

This as a surface a share dealer of his formation of the	inth	Angil	
I his record was acknowledged before me on the	<u>y</u> day or	APIII	.,
2022 by Sarah Panther			
	/		

Signature of notarial officer Stamp

I Admin Asst Title of Office

[My commission expires: 10 22 23]



# 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:

384



### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 904 Douglas Street, Cedar FallsCounty Tax Parcel No: 9014-35-427-013Parcel Number: 38Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between Sarah Panther, 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 (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 surrender of possession	
\$ 100.00	on possession and	60 days after Buyer approval
	conveyance	
\$100.00	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sg. ft. = square feet	
Land by Fee Title	sq. ft. \$	
Underlying Fee Title	sq. ft. \$	
Temporary Easement	50 sq. ft. \$	100.00
Permanent Easement	sq. ft. \$	
Buildings	\$	
Severance Damages	\$	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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:
- 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: Sarah Panther

State of County of

This record was acknowledged before me on the Uthay of 2022, by

rah

Signature of notarial officer

Terhune Printed name of notarial officer

22 23 01 My 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:

ltem 22.



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by William H. Hanson ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR:

By:

William H. Hanson

State of OWA \_\_\_\_\_) County of Black Hawk )

This record was acknowledged before me on the <u>14</u> day of <u>March</u>, 20<u>22</u>, by <u>William H. Hanson</u>.

Signature of notarial officer

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

Stamp

in. Assistant 1 Title of Office

[My commission expires: 7/23/24]

## 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:

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 911 Thomas Street, Cedar Falls Parcel Number: 40 Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between William H. Hanson, 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 (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 surrender of possessio	on
\$100.00	on possession and	60 days after Buyer approval
	conveyance	
\$100.00	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sa. ft. = sauare feet	
Land by Fee Title	sq. ft	
Underlying Fee Title	sq. ft.	5
Temporary Easement	<u>    50       s</u> q. ft.	<u> </u>
Permanent Easement	sq. ft.	
Buildings		
Severance Damages		<u>5</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: William H. Hanson

William Hotenson 3/14/22

State of <u>10WA</u> County of <u>Black Hawk</u>

This record was acknowledged before me on the H day of March 2022, by William H. Hanson

Signature of notarial officer

Haley M. Habinek

<u>7/23/2024</u> My commission expires

HALFYM ABINCK 833313 xpires 20

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3
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

Page 3 of 3

Exhibit A



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by Brenda Kay Larkin ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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.

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

GRANTOF

By:

Cark . ay Larkin

State of lowa ) County of Black Hack )

This record was acknowledged before me on the 14 day of March 2022 by Brenda Larkin

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

Signature of notarial officer

Stamp

[<u>Admin</u>. <u>Assistant</u>] Title of Office [My commission expires: <u>7/29/2024</u>]

## 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:

Exhibit A



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2526 Center Street, Cedar FallsCounty Tax Parcel No: 9014-35-476-030Parcel Number: 41Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Brenda Kay Larkin, 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 (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 surrender of posses	sion	
\$ 100.00	on possession and		60 days after Buyer approval
\$100.00	conveyance TOTAL LUMP SUM		
BREAKDOWN: ac. = acres	so, ft. = square feet		
Land by Fee Title	sq. ft.	\$	
Underlying Fee Title	sq. ft.	\$	
Temporary Easement	75 sq. ft.	\$	100.00
Permanent Easement	sq. ft.	\$	
Buildings		\$	
Severance Damages		\$	

4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Brenda Kay Larkin K 3-14-22

State of lowa County of Black Hawk

This record was acknowledged before me on the <u>14</u> day of <u>March</u> 2022, by Brenda Larkin

Signature of notarial officer

Haley M. Habinch

7/23/2024 Mý commission expires

HALEY M HAB! ABINCK Forministon Numbian Der 833313 My Commission Expires July 281y 23, 2024

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3

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



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by Brenda Kay Larkin ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

1

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 crosses. 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 expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR

By:

ark

lowa ) State of County of Black Hawk)

This record was acknowledged before me on the <u>14</u> day of <u>March</u> 2022, by <u>Brenda Larkin</u>.

Signature of notarial officer

HALEY M HABINCK Stamp Commission Number 833313 My Commission Expires July 23, 2024

in. Assistant 1 Title of Office Title of Office [My commission expires: 7/23/24]

## 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:

Exhibit A



### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 909 Lantz Ave., Cedar FallsCounty Tax Parcel No: 9014-35-476-032Parcel Number: 43Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between Brenda Kay Larkin, 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 (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 and	on
φ100.00	_ on possession and conveyance	ou days alter buyer approval
\$100.00	_ TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft.	<u>\$</u>
Underlying Fee Title	sq. ft.	<u>\$</u>
Temporary Easement	<u>125</u> sq. ft.	<u>\$ 100.00</u>
Permanent Easement	sq. ft.	\$
Buildings		\$
Severance Damages		\$

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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:
- The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance 9. 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: Brenda Kay Larkin Karkin 3-14-22

State of <u>lowa</u> County of <u>Black Hawk</u>

This record was acknowledged before me on the 14 day of March 2022, by Brenda Larkin

Signature of notarial officer

Haley M. Habinck

7/23/2024 My commission expires

CITY OF CEDAR FALLS, IOWA (BUYER)



Page 2 of 3

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:

Exhibit A



# **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_\_, 20\_\_\_\_, by Cunningham Properties, LC ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

417

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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

Item 22.

GRANTOR: Cunningham Properties, LC

By: Sell C Name: Kelly Cynningham Title: President

State of *Iowa* ) County of Black Hawk )

This record was acknowledged before me on the <u>5</u> day of <u>April</u> 20<u>22</u>, by <u>Kelly Cunningham</u>, as <u>President</u> <u>Cunningham Properties</u>, <u>LC</u> of

HALEY M HABINCK Commission Number 83331 My Commission Expires July 23, 2024

Signature of notarial officer

Stamp

I admin. Assistant

Title of Office

[My commission expires: 7/23/24]

## 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:

420

Exhibit A

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



## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2504 Center Street, Cedar FallsCounty Tax Parcel No: 9014-35-478-018Parcel Number: 44Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Cunningham Properties, LC, 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 (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	
\$ 100.00	on possession and	60 days after Buyer approval
	conveyance	
\$100.00	_ TOTAL LUMP SUM	
BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title Temporary Easement Permanent Easement Buildings	sq. ft. = square feet   sq. ft.  \$s   sq. ft.  \$s   sq. ft.  \$s   sq. ft.  \$s   sq. ft.  \$s	100.00
Severance Damages	\$	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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.
- The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, 8. well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 9. 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: Cunningham Properties, LC

State of <u>Towa</u> County of Black Hawk

This record was acknowledged before me on the 5 day of <u>April</u>, 2022, by <u>Kelly Cunningham</u> as <u>President</u> of <u>Cunningham Properties</u>, LC

Signature of notarial officer

Haley M. Habinck Printed name of notarial officer

7/23/24 My commission expires

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

Page 2 of 3

### 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:

Exhibit A

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



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by James D. Hitchcock and Ilene C. Hitchcock ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR: Reade 5/4/2022 <u>Alem Hitchorck</u> Hene C. Hitchcock

State of 10wa ) County of Black Hawk )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ day of \_\_\_\_\_\_



lay,

Signature of notarial officer

Stamp dmin assistant, Title of Office

[My commission expires: 7/23]

## 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:

Exhibit A



### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2418 Center Street, Cedar FallsCounty Tax Parcel No: 9014-35-478-021Parcel Number: 47Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between James D. Hitchcock AND llene C. Hitchcock, 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 (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 surrender of posses	sion	
\$100.00	_ on possession and		60 days after Buyer approval
\$100.00	TOTAL LUMP SUM		
BREAKDOWN: ac. = acres	sg. ft. = square feet		
Land by Fee Title	sq. ft.	\$	
Underlying Fee Title	sq. ft.	\$	
Temporary Easement	50 sq. ft.	<u>\$</u> 1	00.00
Permanent Easement	sq. ft.	\$	
Buildings		\$	
Severance Damages		\$	

4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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. 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: James D. Hitchcock and Ilene C. Hitchcock

5/4/2022 lun Hindrate 5-41-22 Date Jame Of tet

State of <u>lowa</u> County of <u>Black</u> HawK

This record was acknowledged before me on the <u>t</u>day of \_ 2022, by James D. Hitchcak and Ilene C. Hitchco

gnature of notarial officer

M. Habinck Printed name of notarial off

My commission expires



Page 2 of 3
## 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 \_\_\_\_\_ Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa. 20\_, by Robert M.

My Commission Expires:

Notary Public in and for the State of Iowa

Page 3 of 3

Exhibit A



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_, by David V. Adelmund and Melissa C. McClintock Adelmund ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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 expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR:

David V. Adelmund

State of *Lowa* ) County of Black Hawk )

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

This record was acknowledged before me on the 18<sup>th</sup> day of March 20<u>22</u>, by David V. Adelmund and Melissa C. Mc Clintock Adelmund

ilico Signature of notarial officer

Stamp

[ Udmin Assistant Title of Office ]

[My commission expires: 7/23/24

# 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:

Exhibit A Prepared by Jody Budde, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 Phone: 319-365-9565 TEMPORARY EASEMENT EXHIBIT 48-T TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS CENTER STREET CORRIDOR STREETSCAPE PROJECT PARCEL 48 PROPERTY OWNER: ADELMUND, DAVID V. MC CLINTOCK ADELMUND, MELISSA C. 2410 CENTER STREET CEDAR FALLS, IA 50613 BOOK 677, PAGE 288 50 0 LEGAL DESCRIPTION: FEET A PARCEL OF LAND LOCATED IN LOT 59 OF CLARK & LANTZ'S ADDITION, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 5.00 FEET OF THE EAST 7.00 FEET OF THE NORTH 10.00 FEET OF SAID LOT 59 OF CLARK & LANTZ'S ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA. 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 IOWA REGIONAL COORDINATE SYSTEM, ZONE 5, US SURVEY FOOT. END 5/8" IP W/ M/2 PART OF LOT 12 YELLOW CAP #13147 LOT 9 THRIFT ACRES E1/4 CORNER SEC. 35-90-14 P/L PART OF LOT 12 2647.25'(M) 2647.21'(R) 33 LOT 8 CLARKADD LOT 68 HOMEACRE 3 58" W 249.95'(M) 250.4'(R) LOT 7 32' 40' BERTCHWOOD STREET S 00° 5.00' 5 10.00 10.00 CENTER STREET 5.00 CLARKDOITION LOT 59 -2 LOT 6 35 LEGEND FOUND SECTION CORNER MONUMENT SET SECTION CORNER MONUMENT FOUND 1/2" REROD (UNLESS NOTED) 0 SET 5/8" REROD W/PINK CAP #22847 (UNLESS NOTED) (M) MEASURED DIMENSION **GREEN AVENUE** 50 (R) RECORDED DIMENSION FND 3/8" IR LR. IRON ROD LP. **IRON PIPE** HOMEACRES SECTION LINE R/W - RIGHT-OF-WAY LINE - EXISTING LOT LINE LOT 5 -- P/L -- PROPERTY LINE FND PK NAIL SE CORNER TEMPORARY CONSTRUCTION EASEMENT SEC. 35-90-14 FIELD SURVEY COMPLETED: NOVEMBER 2019 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET SHEET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC 411 6th Avenue SE, Suite 400 + Cedar Rapids, IA 52401-1931 + Phone: 319-365-9565 + FOTH PROJECT NO. 19C017-05 DATE: 3/8/2022

#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2410 Center Street, Cedar Falls Parcel Number: 48 Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between David V. Adelmund AND Melissa C. McClintock Adelmund, 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 (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 surrender of possession on possession and	60 days after Buyer approval
\$100.00	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft\$	
Underlying Fee Title	sq. ft. \$	
Temporary Easement	50 sq. ft. \$	100.00
Permanent Easement	sq. ft. \$	
Buildings	\$	
Severance Damages	\$	

4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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.

3/18/22

- 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. 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: David V. Adelmund and Melissa C. McClintock Adelmund

2 3-18-22 Meling C. M. Chutada and der Date

State of DWA County of Black Hawks

This record was acknowledged before me on the <u>18</u> day of <u>March</u>, 2022, by <u>David V. Adelmund</u> and <u>Melissa C. McClintock Adelmund</u>

And en Miller Signature of potarial office

Haley M. Habinck Printed name of notarial officer

7/23/2024 My commission expires

HALEY M HABINCK Commission Number 83331 My Commission Expires July 23, 2024

Page 2 of 3

### 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

Exhibit A



## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by Cole D. Heimer ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

444

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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

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GRAN		Ale im.	11/0/0 22
By:	Loa	Marine	9/8/2022
	Cole D. Heim	ner	

State of Towa ) County of Black Hawk )

This record was acknowledged before me on the 8th April 2022, by <u>Cole D. Heimer</u> .

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

Signature of notarial officer

Stamp

[ Admin. Assistant Title of Office 1

[My commission expires: 7/23/2024]

## 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:

Exhibit A

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



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2322 Center Street, Cedar FallsCounty Tax Parcel No: 9014-35-480-015Parcel Number: 50Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between Cole D. Heimer, 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 (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	
\$	<pre> on surrender of possession  on possession and conveyance</pre>	60 days after Buyer approval
\$ 100.00	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title Temporary Easement Permanent Easement Buildings Severance Damages	sq. ft. = square feet sq. ft. \$sq. ft. \$sq. ft. \$s sq. ft. \$sq. ft. \$s sq. ft. \$s sq. ft. \$s	100.00

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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.
- 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. 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: Cole D. Heimer

lime 4

State of Iowa County of Black Hawk

This record was acknowledged before me on the day of April

, 2022, by

Heimer

Signature of notarial officer

Haley M. Habinck

Printed name of notarial officer

512024 My commission expires



Page 2 of 3

## 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

Exhibit A

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



## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_, by Wilken 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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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 crosses. 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 expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

**GRANTOR: Wilken Properties, LLC** for 3/15/22 President, Wilken Argorties LLC

By:

2

Heath Wilken

Name:	Heath	Wilken	
Title:	Presid	hent	

State of	Iowa		)
County of	Black	Hawk	)

This record was acknowledged before me on the	15 day of	March	,
20 22, by <u>Heath Wilken</u> , as	President		of
Wilken Properties, LLC	<u> </u>		

lart Signature of notarial officer



Stamp

min. assistant Title of Office ]

[My commission expires: 7/23/24]

## 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:

Δ

Exhibit A Prepared by Jody Budde, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 Phone: 319-365-9565 TEMPORARY EASEMENT **EXHIBIT 51-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS CENTER STREET CORRIDOR STREETSCAPE PROJECT 2308 CENTER STREET PARCEL 51 **PROPERTY OWNER: LEGAL DESCRIPTION:** WILKEN PROPERTIES, LLC A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 90 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: 1434 LAUREL CIRCLE CEDAR FALLS, IA 50613 FILE # 2015-00005852 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, THENCE NORTH 00° 32' 58" EAST, 490.13 FEET ALONG THE EAST LINE OF SAID SECTION 35; THENCE NORTH 89° 54' 15" WEST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 54' 15" WEST, 5.00 FEET; THENCE NORTH 00° 32' 58" EAST, 20.00 FEET TO THE SOUTH LINE OF WESTERN AVENUE; THENCE SOUTH 80° 54' 15" EAST, 5.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WEST RIGHT-OF-WAY LINE OF CENTER STREET; THENCE SOUTH 80° 32' 58" WEST, 20.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. 30 0 SAID TRACT CONTAINS 100 SQUARE FEET OR 0.002 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. FEET FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO IOWA REGIONAL COORDINATE SYSTEM, ZONE 5, US SURVEY FOOT. FND 5/8" IP W/ YELLOW CAP #13147 CLARY DOPTON END 1 E1/4 CORNER PINCH PIPE SEC. 35-90-14 HOME ACRES ADDITION CENTER STREET 58" W 2647.25'(M) 2647.21'(R) RIN WESTERN AVENUE (EXISTING 60' ROW) 0/1 32' 8 S 89° 54' 15" E 5.00' ŝ R/W S 00° 32' 58" W 20.00' N 00° 32' 58" E 20.00' N 89° 54' 15" W 35.00' LOT 3 5 POB N 89º 54' 15" W 5.00' LEGEND 35 33 FOUND SECTION CORNER MONUMENT 3 SET SECTION CORNER MONUMENT **490** FOUND 1/2" REROD W/RED CAP #6505 (UNLESS NOTED) ш 0 SET 5/6" REROD W/PINK CAP #22847 (UNLESS NOTED) 83 (M) MEASURED DIMENSION (R) RECORDED DIMENSION 32 ŝ I.R. IRON ROD LP. **IRON PIPE** z SECTION LINE POC R/W - RIGHT-OF-WAY LINE FND PK NAIL EXISTING LOT LINE SE CORNER - P/L ---SEC. 35-90-14 PROPERTY LINE TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: NOVEMBER 2019 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET SHEET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC 11 6th Avenue SE, Suite 400 + Cedar Rapids, IA 52401-1931 + Phone: 319-365-9565 + 411.6th A FOTH PROJECT NO. 19C017-05 DATE: 3/8/2022

#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2308 Center Street, Cedar FallsCounty Tax Parcel No: 9014-35-484-020Parcel Number: 51Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Wilken 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 Temporary Easement 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		
\$ <u>100.00</u>	on surrender of posses on possession and	sion	60 days after Buyer approval
\$100.00	conveyance TOTAL LUMP SUM		
BREAKDOWN: ac. = acres	sq. ft. = square feet	¢	
Underlying Fee Title	sq. ii.	<u>\$</u>	
Temporary Easement	100 sg. ft.	\$	100.00
Permanent Easement Buildings	sq. ft.	\$ \$	
Severance Damages		<u>\$</u>	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Wilken Properties, LLC 3/15/22 Date Hath Wilken Date President, Wilken Property LLC State of <u>Lowa</u> County of <u>Black Haw K</u>

This record was acknowledged before me on the 15<sup>th</sup> day of <u>March</u>, 2022, by <u>Heath Wilken</u> as <u>President</u> of <u>Wilken Properties</u>, UC

Signature of notarial officer

Haky M. Habinek

7/23/2024 My commission expires

HALEY M HABINCK Commission Number 833313 My Commission Expires July 23, 2024

CITY OF CEDAR FALLS, IOWA (BUYER)

Page 2 of 3

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

Exhibit A



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_, by Jacob M. Manchester ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

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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 crosses. 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

463

ltem 22.

GRANTOR:	1 , , , ,
By: Jacob M. Manch	<u>04/27/22</u> nester
State of JOWQ	)

County of Black Hawk)

This record was acknowledged before me on the 27<sup>th</sup> day of <u>April</u>, 2022, by <u>Jacob Manchester</u>



04/27/22 Signature of notarial officer

Stamp

1 Admir Title of Office

[My commission expires: 10 22 23 ]

## 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:

465

Exhibit A

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



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2112 Center Street, Cedar FallsCounty Tax Parcel No: 8914-02-235-011Parcel Number: 56Project Number: MC-000-3206Project Name: Center Street Corridor Streetscape Project

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Jacob M. Manchester, 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 (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 possess	sion
\$100.00	on possession and	60 days after Buyer approval
	conveyance	
\$100.00	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft.	\$
Underlying Fee Title	sq. ft.	\$
Temporary Easement	<u>75</u> _sq. ft.	\$ 100.00
Permanent Easement	sq. ft.	\$
Buildings		\$
Severance Damages		<u>\$</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent 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

Page 1 of 3

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. 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: Jacob M. Manchester

State of Hawk County of

This record was acknowledged before me on the 27day of April 2022, by

04/27/22 Signature of notarial officer

erhune Printed name of notarial officer

My commission expires



Page 2 of 3
## 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

Exhibit A

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





# DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Matthew Tolan, EI, Civil Engineer II
- **DATE:** May 9, 2022
- SUBJECT: Center Street Corridor Streetscape Project City Project Number: MC-000-3206 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Center Street Corridor Streetscape Project.

We recommend setting Monday, June 6, 2022 at 7:00 p.m. as the date and time for the public hearing on this project, and Tuesday, June 7, 2022 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Friday, May 20, 2022. The Plans and Specifications will be ready for distribution to contractors on Friday, May 20, 2022, allowing for eighteen (18) days of review before contract letting.

This project involves making streetscape improvements to Center Street from Clair Street to W. Lone Tree Road including new curb, sidewalks, ADA compliant pedestrian ramps, biocells, and landscaping.

The total estimated cost for the construction of this project is \$1,130,649.00. The project will be funded by Emergency Reserve, Storm Water Fund, Cedar Falls Utilities, and Private Contribution.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Center Street Corridor Streetscape Project

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



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	INDEX OF SHEETS	105-3 07-21-87	
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.02 11 .07 .07 .07 .07 .07 .07 .07 .07 .07 .07	<ul> <li>JITTLE SILET</li> <li>LEGEND &amp; SYMBOL INFORMATION SHEET</li> <li>TYPICAL CROSS-SECTIONS AND DETAILS</li> <li>ESTIMATE OF QUANTITIES AND GENERAL INFORM</li> <li>PLAN AND PROFILE SHEETS - MAINLINE</li> <li>PLAN AND PROFILE SHEETS - SIDEWALK</li> <li>POLLUTION PREVENTION AND EROSION CONTROL</li> <li>REFERENCE TIES AND BENCHMARKS</li> <li>RIGHT-OF-WAY SHEETS</li> <li>STAGING AND TRAFFIC CONTROL SHEETS</li> <li>GEOMETRICS, STAKING, AND JOINTING SHEETS</li> <li>LIGHTING LAYOUT SHEETS</li> <li>SIDEWALK AND PEDESTRIAN RAMP PLAN SHEETS</li> <li>SPECIAL GRADING</li> <li>COLOR PLAN SHEETS</li> </ul>	MATION PLAN SHEETS	
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	, I		
	I hereby certify that this engineering docu my direct personal supervision and that I Engineer under the laws of the State of Ic	ment was prepared by me or ur am a duly licensed Professiona wa	lder
FE	ESSIONA Aaron Moniger	5/9/2	22
AF MC 18	ARON P. MONIZA 18929 AARON P. MONIZA License Number: 18929 My license renewal date is DECEM Pages or sheets covered by this seal: <u>ALL SHEETS EXCEPT FOR LS-SHEETS</u>	DATE /IBER 31, 2023.	_
	.: MC-000-3206 SHEET N	NUMBER A	.01 472

	STANDARD SYMBO						TABULAT	TION OF UTILITIES
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$\bigcirc$	U.S. Highway Symbol	( <u>c</u> )	Cıstern		∎ GP	Guard Post (one or two)	Where public utili	ty fixtures are shown as existing
$\bigcirc$	Iowa Highway Symbol	LP	L.P. Gas Tank (No Footing)			Guard Post (over two)	shall be the response the owners of the	possibility of the contractor to no se utilities prior to the beginning
	County Road Highway Symbol	UST	Underground Storage Tank		⊙ FP	Filler Pipe	any construction. these facilities full Underground facil	The Contractor shall afford acc or necessary modification of serv ities structures and utilities bay
$\ast$	Evergreen Tree	Č	Latrine		⊙ GV	Gas Valve	plotted from avai their locations mu	lable surveys and records, and th ust be considered approximate on
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Ē	Fruit Tree	*	Traffic Signal		⊙ SL	Speed Limit Sign	location and to a additional compen	void damage thereto. No claims sation will be allowed to the
ĘB	Shrub (Bushes)	⊯	Traffic Signal with Luminai	e	⊙ MM	Mıle Marker Post	Contractor for an work.	y interference or delay caused b
$\sim$	Timber	O TP	Telephone Pedestal		🗆 SIGN	Sign	The Contractor is service at (800) 2	required to utilize the utility ( 92-8989 at least 48 hours prior
www	Hedge	O TVP	Television Pedestal		⊙ WHU	Water Hook Up	excavating anywhe The following util	re on the project. ity companies are known to have
R	Stump		Telephone Pole		🗆 RT	Radio Tower	facilities on the	project:
	Swamp		Telephone Pole (Second Com	ipany)	⊙ TA	Tower Anchor	CITY OF CEDAR FAL	_LS • Mr. Matt Tolan
≡	Rock Outcrop		Telephone Pole (Third Comp	any)	🗆 EB	Electric Box	Contact Address	: 220 Clay Street : Cedar Falls, Iowa 50613
0000	Broken Concrete	- <del>@-</del>	Telephone Pole (Fourth Com	bany)	🗆 TCB	Traffic Signal Control Box	Contact Phone Contact Email	: (319) 268-5161 (office) : matthew.tolan@cedarfalls.com
$\begin{smallmatrix} \Delta & \Delta & \Delta \\ \nabla & \nabla & \nabla \\ \hline \end{smallmatrix}$	Revetment (R1p Rap)		Telephone Pole (Fifth Comp	any)	🗆 RRB	Rail Road Signal Control Box	CEDAR FALLS UTILI Contact Name	ITIES - GAS AND WATER : Mr. Jerald Lukensmeyer
1	Cemetery	-	Power Pole		🗆 TSB	Telephone Switch Box	Contact Address Contact Phone	: I Utility Parkway, P.U. Box 769 : Cedar Falls, Iowa 50613 : (319) 268-5330
<u>[</u> G]	Grave		Power Pole (Second Company	)	💿	Tile Outlet	Contact Email	: jerald.lukensmeyer@cfunet.net
ίĆΫ)	Cave	-	Power Pole (Third Company)		<u> </u>	Edge of Water	CEDAR FALLS UTIL! Contact Name	ITIES - ELECTRIC : Mr. John Osterhaus
(SH)	Sink Hole		Power Pole (Fourth Company		>	Existing Drainage	Contact Address	: 1 Utility Parkway, P.O. Box 769 : Cedar Falls, Iowa 50613
	Board Fence	-	Power Pole (Fifth Company)		$\longrightarrow$	Proposed Drainage	Contact Email	: john.osterhaus@cfunet.net
# #	Chain Link or Security Fence		Electrical Highline Tower (M	letal or Concrete)		Right of Way Rail or Lot Corner	CEDAR FALLS UTIL	ITIES - COMMUNICATIONS
×	Wire Fence	●-	Telephone Riser Pole			Concrete Monument	Contact Address	: 1 Utility Parkway, P.O. Box 769 : Cedar Falls, Iowa 50613
$\checkmark$	Terrace	<b>e</b> =	Power Riser Pole		X	Well	Contact Phone Contact Email	: (319) 268-5265 : david.schilling@cfunet.net
$\frac{\lambda\lambda\lambda\lambda\lambda}{\gamma\gamma\gamma\gamma\gamma\gamma}$	Earth Dam or Dike (Existing)		Telegraph Pole		$\square$	Windmill	CENTURYLINK COMM	UNICATIONS
$\frac{1}{1}$	Earth Dam or Dike (Proposed)	Q	Satellite TV Dish		$\otimes$	Beehive Intake	Contact Name Contact Address	: Mr. Brent Giese : 3908 Utica Ridge Rd : Bettendorf, IA 52722
$\bowtie$	Existing Intake	${\color{black}}$	Existing Utility Access (Man	hole)	8	Fire Hydrant	Contact Phone Contact Email	: (563) 355-2592 (office) : brent.giese@centurylink.com
	Proposed Intake		Proposed Utility Access (Ma	nhole)	● WH	Water Hydrant (Rural)	MEDIACOM COMMUNI	CATION
OHE -	— Existing Overhead Electric Power Lin	e	_	- G(B) — - Ex	usting Gas Line, Q	uality B	Contact Name Contact Address	: Mr. Jason Chicken : 4010 Alexandra Dr : Waterlee, IA 50702
— E(B) —	- Existing Electric Power Line, Quality	В	_	- G(D) — - Ex	usting Gas Line, Q	ualıty D	Contact Phone Contact Email	: (319) 269-6266 (office) : jchicken@mediacomcc.com
— E(C) —	— Existing Electric Power Line, Quality	С	-	San.(B) — — Ex	usting Sanitary Se	ewer, Quality B	Contact Name	: Mr. Kevin Parker • 4010 Alexandra Dr
— E(D) —	— Existing Electric Power Line, Quality	D	-	San.(D) — — Ex	usting Sanitary Se	ewer, Quality D	Contact Phone	: Waterloo, IA 50702 : (319) 269-6266 (office)
— E2(B) —	— Existing Electric Power Line, Quality	B (Second Co	mpany) — S	an.2(C)— — Ex	usting Sanitary Se	ewer, Quality C (Second Company)	Contact Email AUREON	: kparker@mediacomcc.com
— E3(B) —	- Existing Electric Power Line, Quality	B (Third Com	oany) — S	St.S.(B) — — Ex	usting Storm Sewe	er, Quality B	Contact Name Contact Address	:
— FO(B) —	- Existing Fiber Optics Telephone Line,	Quality B	_	— онс — Ех	usting Overhead C	ommunication	Contact Phone Contact Email	:
— FO(C) —	- Existing Fiber Optics Telephone Line,	,Quality C	—	TV(B) — Ex	usting TV Cable,O	ualıty B		
— FO(D) —	- Existing Fiber Optics Telephone Line,	,Quality D		⊤v2(b)— — E×	usting TV Cable,O	ualıty B (Second Company)		
—F02(B)—	- Existing Fiber Optics Telephone Line,	Quality B (S	econd Company) —	⊤V3(B)— — E×	usting TV Cable,O	ualıty B (Thırd Company)		
—F02(D)—	<ul> <li>Existing Fiber Optics Telephone Line,</li> </ul>	,Quality D (S	econd Company) —	W(B) — — Ex	usting Water Line	,Quality B		
—F03(B)—	- Existing Fiber Optics Telephone Line,	,Quality B (T	nırd Company) —	W(D) — - Ex	usting Water Line	, Gualıty D		
—F03(D)—	- Existing Fiber Optics Telephone Line,	,Quality D (T	nırd Company) —	W2(B) — Ex	usting Water Line	,Quality B (Second Company)	LIOWA 1-	-CALL# 1-800-292

PROJECT NO: 19C017.05	DESIGNED BY: T.LECLAIR	NO	DATE	BY	REVISION DESCRIPTION
PROJECT DATE: 3/11/2022	CHECKED BY: A.MONIZA				
CAD DATE: 2/6/2022 6:35:31 PM	DRAWN BY: T.LECLAIR				
CAD FILE: c:\pw_workdir\pw_ie\ttl\d0375072	0019C017.05_A02_SHT.dgn				



CENTER STREET CORRIDOR STREETSCAPE PROJECT CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA







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			OCATION		Item 23.
		ROAD IDENTIFICATION	STATION TO S	TATION	
	EX.	CENTER STREET	29+00	38+20	]
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2.0	)′				
ALK					
/.	I				
	_				
-( 5"	P.C. CONC	RETE			
FTS)					
		<u> </u>			
AT 2' BEHI	ND CURB	(5) EXISTING S	SUBDRAIN		
<b>ILS</b>		6 EVICTING	STORM SEWER		
2 (B.O2)		U ENISTING	JIONNI JEWEK		
HT POLE A	ND FOOTING	5			
	[		LOCATION		
	-	ROAD IDENTIFICATION	STATION TO ST	ATION	
	EX.	CENTER STREET	38+20	<u>29+00</u> 46+40	
	K/W				
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′ I2r	۱ <u>٬</u>				
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-( 5"	P.C. CONC	RETE			
FTS)					
ст				SHEET	NO.
					)1
	TYPICAL (	CROSS SECTIONS A	ND DETAILS		474
1					



		Item 2
ROAD IDENTIFICATION	STATION TO STATION	
CENTER STREET CENTER STREET	CEDAR RIVER BRIDGE TO SNAG CREEK SNAG CREEK BRIDGE TO LONGVIEW ST	BRIDGE REET
		1
		SHEET NO.

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PROJECT NO	190017.05		DESIGNED BY:	T. LeCLAIR
PROJECT DA	TE: 3/11/2022		CHECKED BY:	A. MONIZA
CAD DATE:	3/6/2022	3:43:51 PM	DRAWN BY:	T. LeCLAIR
CAD FILE:	c:\pw_workdir\pw_ie	ttl\d0375072	0019C017.05_B	01_SHT.DGN
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NO	DATE	BY	REVISION DESCRIPTION



CENTER STREET CORRIDOR STREETSCAPE PROJE CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA

(3) Minimum riser diameter is 18 incres.         r 5 Casting         t Elevation         RCP Riser         d         d         ction         -         -         0         ction         -         -         0         ction         -				CIR	CULAR AREA INTA	AKE
(3) Minimum riser diameter is 18 inches.				REVISIONS: Changed 1 to SUDAS DIREC	Ton Bedding Material.	THODS ENGINEER
(3) Minimum riser diameter is 18 inches.	Class I Bedding Material			FIGURE 6010.512	STANDARD ROAD PLAN	SW-512 SHEET 2 of 2
(3) Minimum riser diameter is 18 inches.						REVISION
S Casting Elevation RCP Riser Ion Ion Intervention Ion Intervention Ion Ion Ion Ion Ion Ion Ion Ion Ion I						
3 Minimum riser diameter is 18 incnes.	21					
(3) Minimum riser diameter is 18 inches.           r 5 Casting           Elevation           RCP Riser           Intrough Pipe           Minimum diameter is 18 inches.           Intrough Pipe           Maximum <sup>(3)</sup> Intrough Pipe           <	ipe /					
(3) Minimum riser diameter is 18 inches.				30" 36" or more	30"	
(3) Minimum riser diameter is 18 inches.	\			27"	24"	
(3) Minimum riser diameter is 18 incres.				24"	24"	
S Casting Elevation RCP Riser INTAKE SIZE - CASE 2 Through Pipe Maximum <sup>(3)</sup> Riser Diameter, D1 Riser Diameter, D2 Riser Diameter, D1 Riser Diameter, D2 Riser Diameter, D1 Riser Diameter, D2 Riser Diameter, D3 Riser Diameter, D4 Riser D	llon			21"	18"	-
(3) Minimum riser diameter is 18 incnes.	RCP Riser			Through Pipe Diameter, D1	Maximum <sup>3</sup> Riser Diameter, D2	
5 Casting				INTAKE SIZ	ZE - CASE 2	]
(3) Minimum riser diameter is 18 inches.	Elevation					
3 Minimum riser diameter is 18 inches.						
(3) Minimum riser diameter is 18 inches.	5 Castlng					
(3) Minimum riser diameter is 18 inches.						
		(3)	Minimum ı	lser dlameter Is 1	8 Inches.	L

FOT		SHEET NO.	
יד	YPICAL CROSS SECTIONS AND DETAILS	B.04	477









DOWE FOR DOV	EL HEIGHT VELED CON	AND DIAME	ETER I JOINTS	
T	OH25	Diameter (Solid)	Diameter (Tubular)	
7" to 7 <u>1</u> "	3 <u>1</u> "	<u>3</u> " 4	<u>7</u> "	ΙΓ
8" to 9 <u>1</u> "	4 <u>1</u> "	1 <u>1</u> "	1 <del>3</del> "	
10" to 11 <u>1</u> "	5 <u>1</u> "	1 <u>1</u> "	1 <u>5</u> "	RE
12" to 13"	6 <u>1</u> "	1 <u>1</u> "	1 <u>5</u> "	
Tubular Do RD joints.	wel Bars wi	not be allo	wed for	
			@	
$\mathbf{\lambda}$			(19) Use Inch para	18 inch lo Ensure the

		10	04-21-	
		DV	101	
FIGURE 7010.101	STANDARD ROAD PLAN	F۷	-101	
		SHEET 6 of 8		
REVISIONS: Modified Dov 14' pavemen	el Assemblies on Sheets 6 and 7 to s.	eliminate rel	erence to	
14' pavemen	5.			







ECT		SHEET NO.	
	TYPICAL CROSS SECTIONS AND DETAILS	B.09	482





PROJECT NO	190017.05		DESIGNED BY:	T. LeCLAIR
PROJECT DA	TE: 3/11/2022		CHECKED BY:	A. MONIZA
CAD DATE:	3/6/2022	3:44:03 PM	DRAWN BY:	T. LeCLAIR
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07	DATE	BY	REVISION DESCRIPTION



CENTER STREET CORRIDOR STREETSCAPE PROJE CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA

		Iter	n 23.
	Joint Wrap	DN	
	2 1 1 9040. SHEET T WATTLE	0-21-14 105 of 1	
CT TYPICAL CROSS S	SECTIONS AND DETAILS	ET NO.	484

100-1A 07-15-97

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STIMATED	PROJECT	QUANTITIES
(1 DT)		

	(1 DIVISION PROJECT)						
Item No.	Item Code	Item	Unit	Total	As Built Qty.		
		DIVISION 2 - EARTHWORK					
1	2010-108-D-2	TOPSOIL, COMPOST-AMENDED	CY	672			
2	2010-108-D-3	TOPSOIL, OFF-SITE	CY	315			
3	2010-108-E-0	EXCAVATION, CLASS 10	CY	910			
4	2010-108-J-0	SUBBASE, GRANULAR 6"	SY	3140			
5		SHOULDER GRAVEL REMOVAL		1			
0	SOFFELMENTAL		1.5	<b>1</b>			
7	4000 100 A 1	DIVISION 4 - SEWERS AND DRAINS	15	250			
Q	4020-108-A-1	DEMOVAL OF STORM SELIED DCD CLASS III, IS		250			
9	4040-108-0-0	SUBDRATN, PERFORATED HDPF, 6"	LF	1295			
10	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-2, 6", MODIFIED	EA	12			
11	4040-108-D-0	SUBDRAIN OUTLET AND CONNECTIONS, CMP, 8"	EA	7			
12	SUPPLEMENTAL	CURB OUTLETS, NEENAH R-3262-3	EA	37			
12	6010-108-B-0	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS	EA	2			
14	6010-108-E-0	MANHOLE ADJUSTMENT MINOR	FΔ	10			
15	6010-108-E-0	INTAKE ADJUSTMENT, MINOR	EA	6			
16	6010-108-H-0	REMOVE INTAKE	EA	2			
17	7010-100 1 0	DIVISION 7 - STREETS AND RELATED WORK	sv	1052			
10	7010-100 E 0	CLIDE AND CLITTER 2 &' 8"		1052			
19	7030-108-0-0	SHARED LISE PATH PCC 6"	SY	7000			
20	7030-108-E-0	SIDEWALK, PCC, 5 IN	SY	1212			
21	7030-108-E-0	SIDEWALK, PCC, 6 IN	SY	77			
22	7030-108-G-0	DETECTABLE WARNING	SF	473			
23	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6"	SY	1160			
24	7040-108-A-0	FULL DEPTH PATCHES, HMA	TON	50			
25	7040-108-H-0	PAVEMENT REMOVAL	SY	3870			
26	SUPPLEMENTAL	ACCENT PAVERS	SF	4887			
27	SUPPLEMENTAL	EDGE RESTRAINT, PCC, 8"	LF	510			
		DIVISION 8 - TRAFFIC CONTROL					
28	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1			
29	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	13			
20	0010 100 D 0	DIVISION 9 - SITE WORK AND LANDSCAPING					
30	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE I	AC	1			
33	9010-108-0-0	DIANTS WITH WADDANTV TREES	AC EA	15			
32	9030-108-A-0	DIANTS WITH WARRANTY #SD5 CONTAINER (BIOCELL EDGE)	EA	1985			
34	9030-108-B-0	PLANTS WITH WARRANTY 1 GAL CONTAINER (BIOCELL BOTTOM)	FΔ	816			
35	9040-108-A-1	SWPPP PREPARATION	LS	1			
36	9040-108-A-2	SWPPP MANAGEMENT	LS	1			
37	9040-108-F-1	WATTLE, STRAW, 9"	LF	1326			
38	9040-108-F-2	WATTLE, REMOVAL	LF	1326			
39	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EA	4			
40	2523-0000100	LIGHTING POLES	EA	19			
41	2523-0000200	ELECTRICAL CIRCUITS	LF	1735			
		DIVISION 11 - MISCELLANEOUS					
42	11010-108-A	CONSTRUCTION SURVEY	LS	1			
43	11020-108-A	MOBILIZATION	LS	1			
44	11030-108-A	MAINTENANCE OF POSTAL SERVICE	LS	1			
45	11050-108-A-0	CONCRETE WASHOUT	LS	1			
46	SUPPLEMENTAL	LANDSCAPING	LS	1			
	1				100-4A 10-29-02		
cem No.	Item Code	Description					
		DTVTSTON 2 - FARTHWORK					
1	2010-108-D-2	TOPSOIL, COMPOST-AMENDED					
		A. Quantity includes placement in biocell section. Refer to LS-Sheets fo	r locations	and details.			
		B. Composition consists of 60% sand, 25% compost and 15% toposil.					

Item No.	Item Code	
4	2010-108-G-0	SUBBASE, GRANULAR 6"
		A. Refer to tyipcal sections in the B-Sheets for a
		2 feet on each side not adjacent to existing pa
5	SUPPLEMENTAL	BIOCELL AGGREGATE BACKFILL
		A. Reter to LS-Sheets for details and locations.
		C. Material shall be washed 1 inch clean rock.
6	SUPPLEMENTAL	SHOULDER GRAVEL REMOVAL
		A. Reter to R-Sheets for locations. B. Included in this hid item is removal of existin
		seeding and all labor and materials necessary t
7	4020 100 4 1	DIVISION 4 - SEWERS AND DRAINS
/	4020-108-A-1	A. Refer to B-Sheets for details and M-sheets for
		B. Wrap pipe joints with engineering fabric and ba
		C. Unsuitable materials encountered during install
		of offsite.
8	4020-108-D-0	REMOVAL OF STORM SEWER, RCP CLASS III, 12"
		A. Refer to Tab 110-14 In C-Sheets and R-Sheets to
9	4040-108-A-0	SUBDRAIN, PERFORATED HDPE, 6"
		B. Connections to existing subdrains shall be cons
10	1010 109 C 0	
10	4040-108-C-0	A. Refer to B-Sheets for details and M-sheet Tab 1
		B. Cleanouts in biocells shall be equipped with st
		cleanout installation. Contractor shall submit
11	4040-108-D-0	SUBDRAIN OUTLET AND CONNECTIONS, CMP, 8"
		A. Refer to B-Sheets for details and M-sheet Tab 1
12	SUPPLEMENTAL	CURB OUTLETS, NEENAH R-3262-3
		A. Refer to B-Sheets for detail and D-Sheets for D B. Included in this item is Curb Outlet Casting. (
		to the Biocells.
		DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEV
13	6010-108-B-0	A. Refer to B-Sheets for details and M-Sheets for
14	6010-108-E-0	
		A. Refer to C-Sheet Tab 4000-01 for quantities and
15	6010-108-E-0	INTAKE ADJUSTMENT, MINOR
		A. Refer to C-Sheet Tab 4000-01 for quantities and
16	6010-108-H-0	REMOVE INTAKE
		A. Refer to C-Sheet Tab 110-15 for quantities and
17	7010-108-0-0	DIVISION 7 - STREETS AND RELATED WORK
18	7010-108-E-0	CURB AND GUTTER, 2.0', 8"
		A. Refer to B-Sheets for details, C-Sheet Tab 100- B. Incidental to 8" PCC and Curb and Gutter bid it
19	7030-108-C-0	SHARED USE PATH, PCC. 6"
20	7030-108-E-0	SIDEWALK, PCC, 5"
21	7030-108-E-0	SIDEWALK, PCC, 6" A. Refer to B-Sheets for details. C-Sheet Tab 113-
		B. Incidental to 6" PCC Shared Use Path, 5" PCC Si
22	7030-108-G-0	DETECTABLE WARNING
		A. KETER TO C-SNEET IAD 113-1 FOR QUANTITIES AND L
23	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6"
		B. Incidental to 6" PCC Driveway is Final Subgrade
24	7040-108-A-0	FULL DEPTH PATCHES, HMA
		A. This bid item shall be used as directed by the
		oc unsound, Any aujacent pavement that IS (ddiid)

19C017.05	DESIGNED BY:	T. LECLAIR	NO	DATE	BY	REVISION DESCRIPTION
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A. Quantity includes additional toposil required assuming only 6 inches is available onsite for stripping.

A. Quantity includes site grading and excavation for biocell installation.
 B. All excavated materials shall become property of the contractor and disposed of offsite.

2010-108-D-3 TOPSOIL, OFF-SITE

2010-108-E-0 EXCAVATION, CLASS 10

2

PROJECT NO:

PROJECT DATE

CAD DATE:

CAD FILE:



## 100-4 Item 23. 10-29-02

## ESTIMATE REFERENCE INFORMATION

Description

or additional information. ase for driveways, 8" PCC pavement and curb and gutter plus g pavement.

ckfill in biocell locations.

sting shoulder gravel, placement of topsoil, finish grading, ry to complete construction activities.

for locations. d backfill with granular bedding/backfill material in accordance ete storm sewer shall be bell and spigot joint pipe. tallation shall become propoerty of the contractor and disposed

s for locations.

ab 104-5C for quantities. considered incidental to this item.

ab 104-5C for quantities. h standard ADS 6" Nyloplast Drop in Grate intate or equivalent. cleanout casting and shall be considered incidental to the mit proposed intake type to Engineer for approval.

ab 104-5C for quantities.

or locations. g, Casting installation, and 4" HDPE subdrain which outlets

### SEWERS

for locations.

and R-Sheets for locations.

and R-Sheets for locations.

and R-Sheets for locations.

100-24 and 112-4 for quantities and L-Sheets for locations. d items is Final Subgrade Preparation.

113-1 for quantities and L-Sheets for locations. C Sidewalk and 6" PCC Sidewalk is Final Subgrade Preparation.

nd L-Sheets for locations.

ab 102-3 for quantities. rade Preparation.

the Engineer to repair adjacent HMA pavement that is deemed to lamaged by the negligence of the Contractor shall be removed and

СТ		SHEET NO.	
	ESTIMATED QUANTITIES	C.01	485

## ESTIMATE REFERENCE INF

Item No.

25

	100-4A		
	10-29-02		
	ESTIMATE REFERENCE INFORMATION		
Item Code	Description		ation
	replaced at the Contractors expense and shall not be covered under this hid item.		
		Station	to Station
7040-108-H-0	PAVEMENT REMOVAL	18+82.90	19+48.96
	A. Refer to C-Sheet Tab 110-1 for quantities and R-Sheets for locations.	19+17.44	19+49.46
	B. Any adjacent pavement that is damaged by the negligence of the Contractor shall be removed and replaced	19+69.01	20+01.68
	at the Contractors expense.	19+69.41	20+02.75
	C. Pavement removals shall become the property of the Contractor and properly disposed of offsite.		
	D. Approximate sawcutting quantities are show in Tab 110-1 and shall be considered incidental to this bid item.	22+11.81	23+02.74
		22+12.87	22+45.49
SUPPLEMENTAL	ACCENT PAVERS	22+65.50	23+02.74
SUPPLEMENTAL	EDGE RESTRAINT, PCC, 8"		
	A. Refer to LS-Sheets for details, quantities and locations.	28+98.00	29+31.68
		29+55.86	29+84.41
	DIVISION 8 - TRAFFIC CONTROL		
8030-108-A-0	TEMPORARY TRAFFIC CONTROL	30+54.44	30+82.21
	A. This bid item shall include all signs and barricades as detailed heron and as required by the Engineer and	31+07.68	31+35.92
	all other work necessary to control traffic during construction. All traffic control shall meet the		
	requirements of the City of Cedar Falls and latest edition of the Manual on Uniform Traffic Control	31+83.05	32+11.24
	Devices (MUTCD). Additional closures necessary to accommodate changes to the construction stagin shall be	32+31.24	32+59.05
	considered incidental to this bid item.		
	B. Refer to J-Sheets for staging and traffic control plan.	34+47.71	34+75.96
		34+55.76	34+83.40
2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	34+95.96	35+23.71
	A. Refer to C-Sheet Tab 8000-01 for quantities and R-Sheets for locations.	35+07.58	35+36.67
	DIVISION 9 - SITE WORK AND LANDSCAPING	37+29.67	37+57.84
9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	37+77.84	38+05.67
9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TEMPORARY, TYPE 4		
	A. Refer to EC and LS-Sheets for details and locations.	41+90.10	42+23.07
	B. Temporary seeding shall be used as directed by the Engineer and quantity double for winter, if necessary.	41+96.06	42+70.06
		42+43.07	42+76.10

**\* Foth** 

Location							r –
Station to Station		Route	Side (RT/LT)	Length (ft)	Width (ft)	Area (sy)	Subbase (sy)
18+82.90	19+48.96	CENTER ST AT LONGVIEW ST		66.06	15.50	113.77	135.70
19+17.44	19+49.46	CENTER ST AT LONGVIEW ST		32.02	8.65	30.77	41.30
19+69.01	20+01.68	CENTER ST AT LONGVIEW ST		32.67	11.15	40.47	57.00
19+69.41	20+02.75	CENTER ST AT LONGVIEW ST		33.34	8.90	32.97	43.70
22+11.81	23+02.74	CENTER ST AT CEDAR ST		90.93	17.20	173.78	202.90
22+12.87	22+45.49	CENTER ST AT CEDAR ST		32.62	8.71	31.57	42.10
22+65.50	23+02.74	CENTER ST AT CEDAR ST		37.24	8.18	33.85	45.30
28+98.00	29+31.68	CENTER ST AT WESTERN ST		33.68	9.90	37.05	49.30
29+55.86	29+84.41	CENTER ST AT WESTERN ST		28.55	12.20	38.70	48.00
30+54.44	30+82.21	CENTER ST AT GREEN ST		27.77	9.50	29.31	37.80
31+07.68	31+35.92	CENTER ST AT GREEN ST		28.24	9.52	29.87	38.30
31+83.05	32+11.24	CENTER ST AT BERTCHWOOD		28.19	10.05	31.48	41.00
32+31.24	32+59.05	CENTER ST AT BERTCHWOOD		27.81	9.96	30.78	40.20
34+47.71	34+75.96	CENTER ST AT LANTZ AVE		28.25	10.06	31.58	41.10
34+55.76	34+83.40	CENTER ST AT LANTZ AVE		27.64	10.80	33.17	41.50
34+95.96	35+23.71	CENTER ST AT LANTZ AVE		27.75	9.95	30.68	40.10
35+07.58	35+36.67	CENTER ST AT LANTZ AVE		29.09	9.80	31.68	40.10
37+29.67	37+57.84	CENTER ST AT THOMAS ST		28.17	10.02	31.36	41.00
37+77.84	38+05.67	CENTER ST AT THOMAS ST		27.83	9.97	30.83	47.80
41+90.10	42+23.07	CENTER ST AT DOUGLAS ST		32.97	8.80	32.24	42.80
41+96.06	42+70.06	CENTER ST AT DOUGLAS ST		74.00	13.10	107.71	126.40
42+43.07	42+76.10	CENTER ST AT DOUGLAS ST		33.03	8.75	32.11	42.90
46+16.48	46+50.17	CENTER ST AT W LONE TREE		33.69	9.73	36.42	55.30
					TOTAL =	1052.15	1341.60

Road Identification	Begin Station	Direction of Travel	Sign # or Description	Remova Quantity
CENTER ST	22+28	SB	W1-2L	1
CENTER ST	26+85	NB	S1-1	1
CENTER ST	27+38	NB	W3-5	1
CENTER ST	28+80	SB	R2-1	1
CENTER ST	28+87	NB	R2-1	1
CENTER ST	30+49	NB	R1-5	1
CENTER ST	31+37	SB	R1-5	1
CENTER ST	35+80	SB	S1-1	1
CENTER ST	36+97	SB	R2-1	1
CENTER ST	37+05	NB	R2-1	1
CENTER ST	38+82	SB	W3-5	1
CENTER ST	41+59	NB	W11-8	1
CENTER ST	44+84	NB	HILLSIDE CENETERY	1
			TOTAL =	13

		at the contractors expense.
		C. Pavement removals shall become the property of the Contractor and properly disposed of offsite.
		D. Approximate sawcutting quantities are show in Tab 110-1 and shall be considered incidental to this bid item.
26	SUPPLEMENTAL	ACCENT PAVERS
27	SUPPLEMENTAL	EDGE RESTRAINT, PCC, 8"
		A. Refer to LS-Sheets for details, guantities and locations.
		DIVISION 8 - TRAFFIC CONTROL
28	8030-108-0-0	
20	0-A-000	A This hid item chall include all signs and hannicades as detailed haven and as neguined by the Engineer and
		A. This blu item shall include all signs and barricades as detailed heron and as required by the engineer and
		all other work necessary to control traffic during construction. All traffic control shall meet the
		requirements of the city of cedar fails and latest edition of the Manual on Uniform frattic control
		Devices (MUICD). Additional closures necessary to accommodate changes to the construction stagin shall be
		considered incidental to this bid item.
		B. Refer to J-Sheets for staging and traffic control plan.
29	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN
		A. Refer to C-Sheet Tab 8000-01 for quantities and R-Sheets for locations.
		DIVISION 9 - SITE WORK AND LANDSCAPING
30	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1
31	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TEMPORARY, TYPE 4
		A. Refer to EC and LS-Sheets for details and locations.
		B. Temporary seeding shall be used as directed by the Engineer and quantity double for winter if necessary
		b. Temporary secting shart be used as directed by the Engineer and quantity double for winter, it necessary.
20	9030-108-1-0	DI ANTS WITH WARRANTY TREES
22	0020 108 P 0	PLANTS WITH WARNANT, TREES CONTAINED /DIOCELL EDGE)
24	9030-108-B-0	PLANTS WITH WARRANTT, #55 CONTAINER (DIOCELL EDGE)
54	9020-100-D-0	PLANIS WITH WARRANTY, I GAL. CUNTAINER (BIOLELL BOTTOM)
		A. Refer to LS-Sneets for details and locations.
25	0040 400 4 4	
35	9040-108-A-1	SWPPP PREPARATION
36	9040-108-A-2	SWPPP MANAGEMENT
		A. SWPPP items include all costs associated with implementation of a Storm Water Pollution Prevention Plan and
		pollution control measures to be constructed and maintained by the contractor for the duration of this
		project. The Owner or Owner's representative will make determination of Contractor's compliance with the
		plan and may direct additional measures to be implemented. Contractor shall have a representative present
		at the time of inspection. Bid item includes street cleaning and sweeping, sediment removal from intakes and
		any additional mobilizations for repairing erosion control items as directed by the Owner or Owner's
		representative.
37	9040-108-F-1	WATTLE, STRAW, 9"
38	9040-108-F-2	WATTE, REMOVAL
39	9040-108-T-1	TNIET PROTECTION DEVICE ETLIER SOCK
55	5040 100 1 1	A For items 37-39 Refer to C-Sheet Tab 100-17 for guantities and EC-Sheets for details and location
		A. For realis 57 55, kerer to e sheet the root if for quantities and realistic of details and rocation.
40	2522 0000100	
40	2222-0000100	A Defen to C Short Tab 100 1 for quantities and D Shorts for details and leasting
		A. Refer to C-Sheet lab 108-1 for quantities and P-Sheets for details and locations.
		B. Cedar Fails Utilities (CFU) will have lighting poles stockpiled and will provide poles to contractor for
		contractor to install poles.
41	2523-0000200	ELECTRICAL CIRCUITS
		A. Refer to C-Sheet Tab 108-2 for quantities and P-Sheets for details and locations.
		DIVISION 11 - MISCELLANEOUS
42	11010-108-A	CONSTRUCTION SURVEY
43	11020-108-A	MOBILIZATION
44	11030-108-A	MAINTENANCE OF POSTAL SERVICE
		A. Refer to R-Sheets for locations.
		B. Included in this item is removal of existing mailhox, maintenance of service, and re-installation of mailhox
		at completion of the project. Coordinate with USPS throughout project
45	11050-108-0-0	CONCRETE WASHOLT
45		
40	SUPPLEMENTAL	LA Refer to LS Sheets for details and locations
		A. Refer to LS-Sneets for details and locations.
		B. Item is for the following site furnishings to be placed at each of the pedestrian "HUBS":
	1	$B_{1}C_{1}C_{1}C_{1}C_{2}C_{2}C_{2}C_{2}C_{2}C_{2}C_{2}C_{2$
		Trash Receptacles, Qty = 3
		Trash Receptacles, Qty = 3 Benches, Qty = 3

PROJECT NO: 0019C017.05	DESIGNED BY:	T. LECLAIR	NO	DATE	BY	REVISION DESCRIPTION
PROJECT DATE: 3/11/2022	CHECKED BY:	A. MONIZA				
CAD DATE: 3/28/2022 1:44:43 PM	DRAWN BY:	T. LECLAIR				
CAD FILE: c:\pw_workdir\pw_ie\ttl\d0567350\Foth C-S	heets.xlsm					

ltem 23. 7010-0 01-01-10

## PCC PAVEMENT TABULATION

8000-01

# TO BE REMOVED AND REPLACED See al Remarks Signing (EA.) Note

ст		SHEET NO.	
	ESTIMATED QUANTITIES	C.02	486

				c	TDEMA	ĸs					-113- 04-16-1
				See M	II-220 and	S Sheets					
			9	-Back of Cur	-b GFace	of Sidewalk					
				<		<b>B►</b>	1				
				S	Ļ						
			(	-111=	7511						
Tatons oction (Dood	Quadaaat (Cida	Longth	A	В	S	4" PCC	5" PCC	6" PCC	6" PCC	Detectable	Domonius
Intersection/Road	Quadrant/Side	Length				Sidewalk	Sidewalk	Path	Ped Ramp	Warnings	Remarks
ENTER ST AND LONGVIEW ST	SE	12	FT	FT 4 00	VARTES	SY	5 Y	SY	SY	SF	
ENTER ST AND LONGVIEW ST	SE	7	VARIES	4.00	VARIES		5.5		3.1	8	
ENTER ST AND LONGVIEW ST	SW	19.2	10.80	8.00	VARIES			16.0		16	INCLUDES PED RAMP
ENTER ST AND LONGVIEW ST	NE	46.9	VARIES	VARIES	VARIES		27.5		0.5	10	
ENTER ST AND LONGVIEW ST	NE	19.4	11 20	VARIES 8 00	VARIES			21 7	9.5	18	TNCLUDES PED RAMP
ENTER ST AND LONGVIEW ST	NW	9.5	VARIES	5.00	VARIES			21.7	5.3	10	INCLODES FED RAMP
ENTER ST	EAST	220.7	14.00	5.00	VARIES		122.6				LONGVIEW TO CEDAR
ENTER ST AND CEDAR ST	CE.	<u>8</u> 1	13 00	5 00	VARTES				4.0	10	
ENTER ST AND CEDAR ST	SW	21	11.50	8.00	VARIES			17.6	4.0	16	INCLUDES RAMP
ENTER ST AND CEDAR ST	NE	32.4	13.00	5.00	VARIES		15.2				
ENTER ST AND CEDAR ST	NE	14.6	VARIES	5.00	VARIES				7.6	20	
ENTER ST AND CEDAR ST	NW	5	VARIES	5.00	VARIES		2.8			10	
ENTER ST AND CEDAR ST	NW	122 8	VARIES	10 00	VARIES			150 5	3.3	10	TNCLUDES DED RAMP
ENTER ST AND CEDAR ST	1976	122.8	11.00	10.00	VARIES			190.9		20	INCLODES FED RAMP
ENTER ST	EAST	714.4	13.00	5.00	VARIES		396.9				CEDAR TO GREEN
ENTED ST AND WESTERN AVE	SH	20.9	11 40	10.00	VADTES			21 /		20	
ENTER ST AND WESTERN AVE	SW	29.8	11.40	10.00	VARIES			32.6		20	INCLUDES PED RAMP
ENTER ST AND WESTERN AVE	NW	10	VARIES	5.00	VARIES		5.6	52.0		20	INCLODES FED RAM
ENTER ST AND GREEN AVE	SE	7.5	13.00	5.00	VARIES				3.7	10	
ENTER ST AND GREEN AVE	NE	12	VARIES	VARIES	VARIES		6.0		7.0	27	
ENTER ST AND GREEN AVE	NL.	13.5	4.00	5.00	VARIES		0.0				
ENTER ST	EAST	264.8	13.00	5.00	VARIES		146.3				GREEN TO LANTZ
	CL1	10.2	11.20	10.00	VADTEC			10.7		20	
ENTER ST AND BERTCHWOOD ST	SW	18.3	11.20	10.00	VARIES			18.7		20	INCLUDES PED RAMP
ENTER ST AND BERTCHWOOD ST	11/1/	17.4	11.20	10.00	VARIES			1/./		20	INCLODES FED RAMP
ENTER ST AND LANTZ AVE	SE	46.9	VARIES	VARIES	VARIES		21.0				
ENTER ST AND LANTZ AVE	SE	15.1	VARIES	5.00	VARIES				7.8	20	
ENTER ST AND LANTZ AVE	SW	24.7	11.00	10.00	VARIES			25.7		20	INCLUDES PED RAMP
ENTER ST AND LANTZ AVE	SW	9.7	VARIES	5.00					4.8	10	
ENTER ST AND LANTZ AVE	NW	17.4	11.00	10.00	VARIES			17.7	4.0	20	INCLUDES PED RAMP
ENTER ST	EAST	545.3	13.00	5.00	VARIES		303.0				LANTZ TO DOUGLAS
ENTER ST AND THOMAS ST	CI-I	22	11 00	10 00	VADTEC			<u>, , , , , , , , , , , , , , , , , , , </u>		20	
ENTER ST AND THOMAS ST	NW	20.6	11.00	10.00	VARIES			21.2		20	INCLUDES PED RAMP
			0								
ENTER ST AND DOUGLAS ST	SE	24.2	VARIES	5.00	VARIES		10.7				
ENTER ST AND DOUGLAS ST	SE	13.7	VARIES	5.00	VARIES			27.6	7.2	20	TNCLUDEC DED DAVE
ENTER ST AND DOUGLAS ST	SW	26.4	11.10 VARTES	10.00	VARIES			27.6	E 9	20	INCLUDES PED RAMP
ENTER ST AND DOUGLAS ST	NF	7.2	13.00	5.00	VARIES				3.7	10	
ENTER ST AND DOUGLAS ST	NW	21.1	11.00	10.00	VARIES			21.7	2.7	20	INCLUDES PED RAMP
	FACT	264.0	MARTEC	F 00	MADTEC		140.0				DOUCLAS TO LL LONG TO
ENTER ST	EAST	264.9	VARIES	5.00	VARIES		148.2				DOUGLAS TO W LONE TR
ENTER ST AND W LONE TREE RD	SE	41.1	VARIES	8.00	VARIES			40.4		12	INCLUDES PED RAMP

PROJECT NO:	0019C017.05	DESIGNED BY:	T. LECLAIR	NO	DATE	BY	REVISION DESCRIPTION
PROJECT DATE	3/11/2022	CHECKED BY:	A. MONIZA				
CAD DATE:	3/28/2022 1:44:43 PM	DRAWN BY:	T. LECLAIR				
CAD FILE:	c:\pw_workdir\pw_ie\ttl\d0567350\Foth C-Shee	ets.xlsm					



CENTER STREET CORRIDOR STREETSCAPE PROJECT CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA

Item 23.		ltem	23.
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100-04-20-I

TABULATION OF WATTLES Refer to 9040.105 Location Length Remarks egin Station End Station Side ΙF 18+83.49 19+25.23 60.0 18+90.31 19+34.14 RT 67.0 18.0 18.0 20+19.70 20+28.56 RT RT 20+60.00 20+67.51 21+20.82 21+28.26 RT 18.0 21+80.45 21+85.85 RT 18.0 22+06.44 22+11.44 LT 15.0 INLET PROTECTION 22+16.55 22+41.77 RT 25.0 22+21.23 22+41.64 RT 25.0 22+67.61 22+80.65 RT 15.0 22+67.75 22+90.94 RT 25.0 INLET PROTECTION 22+72.40 22+77.40 LT 15.0 22+97.81 23+05.31 15.0 LT 23+14.97 23+22.47 LT RT 15.0 23+26.80 18.0 23 + 18.4323+32.12 23+39.62 LT 15.0 23 + 44.5323+54.78 RT 18.0 23+49.27 23+56.77 15.0 18.0 LT 23+74.52 23+82.76 RT 24+11.20 RT 24+02.39 18.0 TNLET PROTECTION 24+12.07 LT 15.0 15.0 24+07.07 24+27.69 RT INLET PROTECTION 24+22.69 24+29.73 24+39.18 RT RT 18.0 24+67.15 24+55.56 18.0 RT 18.0 24+81.03 24+88.14 25+06.46 25+16.11 RT 18.0 25+37.10 RT 25+31.88 18.0 25+77.75 INLET PROTECTION 25+72.75 RT 15.0 25+77.84 25+82.84 LT 15.0 INLET PROTECTION 26+88.31 26+93.31 LT 15.0 INLET PROTECTION 27+93.94 27+96.44 LT 15.0 INLET PROTECTION 28+24.75 28+29.75 15.0 INLET PROTECTION RT 28+37.60 28+45.42 RT 18.0 15.0 68.0 28+82.75 28+87.75 RT INLET PROTECTION 29+85.07 30+53.78 LT INLET PROTECTION 29+97.75 30+02.75 RT 15.0 30+23.28 30+28.28 LT 15.0 INLET PROTECTION 30+51.07 30+56.07 RT 15.0 INLET PROTECTION RT 31+45.90 31+50.90 15.0 INLET PROTECTION 31+92.75 31+97.75 RT 15.0 INLET PROTECTION 32+46.88 32+51.88 RT 15.0 INLET PROTECTION 32+59.72 32+91.71 LT 32.0 32+67.62 INLET PROTECTION 32+62.63 IT 15.0 33+70.87 47.0 33+23.69 LT INLET PROTECTION 33+23.75 33+28.75 RT 15.0 33+47.83 33+42.83 LT 15.0 INLET PROTECTION 33+88.11 34+03.34 LT 15.0 34+00.73 LT 15.0 INLET PROTECTION 33+95.73 34+47.04 34+27.58 20.0 LT 34+40.16 LT INLET PROTECTION 34+35.16 15.0 INLET PROTECTION 34+37.75 34+42.75 RT 15.0 15.0 34+59.03 34+64.02 RT INLET PROTECTION RT 35+23.05 35+28.05 15.0 INLET PROTECTION 35+31.82 35+36.82 LT 15.0 INLET PROTECTION 35+44.75 35+49.75 RT 15.0 INLET PROTECTION 35+92.75 35+97.75 RT 15.0 INLET PROTECTION 36+64.28 36+69.28 LT 15.0 INLET PROTECTION 37+17.75 37+22.75 RT 15.0 INLET PROTECTION 37+55.69 37+60.69 RT 15.0 INLET PROTECTION 38+25.17 38+30.17 LT 15.0 INLET PROTECTION 38+25.63 38+30.62 RT RT 15.0 INLET PROTECTION 39+41.83 39+46.83 15.0 INLET PROTECTION 39+74.72 39+79.72 LT 15.0 INLET PROTECTION 40+58.22 40+63.22 RT 15.0 INLET PROTECTION 41+72.20 41+78.59 RT 15.0 INLET PROTECTION 42+80.56 42+85.56 I T 15.0 INLET PROTECTION 42+83.88 42+90.26 RT RT 15.0 INLET PROTECTION 43+57.75 INLET PROTECTION 43+52.75 15.0 RT TNLET PROTECTION 44+28.44 15.0 44+22.06 44+45.99 44+41.00 LT INLET PROTECTION 15.0 TOTAL = 1326.0

ESTIMATED QUANTITIES

SHEET NO.

C.03 487

SidePavement TypeAreaSideTypeSYRIGHTPCC16LEFTPCC17RIGHTPCC17RIGHTPCC17RIGHTPCC17LEFTPCC17LEFTPCC17LEFTPCC17LEFTPCC17LEFTPCC17LEFTPCC15RIGHTPCC15RIGHTPCC15RIGHTPCC15RIGHTPCC16RIGHTPCC16LEFTPCC16RIGHTPCC17LEFTPCC17LEFTPCC17LEFTPCC17LEFTPCC17LEFTPCC17LEFTPCC17LEFTPCC17LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC14LEFTPCC <t< th=""><th>Area SY C 165.8 C 34.9 C 7.3 C 14.4 C 59.5 C 55.4 C 110.8 C 140.8 C 170.5 C 22.3 C 20.4 C 317.7 C 355.3 C 355.3 C 355.3 C 355.3 C 20.7 C 73.3 C 20.7 C 73.3 C 20.7 C 140.8 C 355.5 C 96.6 C 19.4 C 179.7 C 18.8 C 29.4 C 179.7 C 18.8 C 29.4 C 140.4 C 27.4 C 27.4</th><th>Saw Ci</th></t<>	Area SY C 165.8 C 34.9 C 7.3 C 14.4 C 59.5 C 55.4 C 110.8 C 140.8 C 170.5 C 22.3 C 20.4 C 317.7 C 355.3 C 355.3 C 355.3 C 355.3 C 20.7 C 73.3 C 20.7 C 73.3 C 20.7 C 140.8 C 355.5 C 96.6 C 19.4 C 179.7 C 18.8 C 29.4 C 179.7 C 18.8 C 29.4 C 140.4 C 27.4 C 27.4	Saw Ci
SY           RIGHT         PCC         16           LEFT         PCC         1           RIGHT         PCC         1           RIGHT         PCC         1           RIGHT         PCC         1           RIGHT         PCC         1           LEFT         PCC         11           LEFT         PCC         11           LEFT         PCC         11           LEFT         PCC         12           RIGHT         PCC         12           RIGHT         PCC         12           RIGHT         PCC         14           RIGHT         PCC         14           RIGHT         PCC         14           LEFT         PCC         15           LEFT         PCC         15           LEFT         PCC         15           LEFT	SY           165.8           34.9           7.3           14.4           59.5           55.4           110.8           162.355.4           110.8           162.355.4           110.8           162.3           162.3           162.3           162.3           162.3           162.3           162.3           162.3           162.3           162.3           162.3           162.3           162.3           162.3           162.3           162.3           163.3           163.3           170.5           179.7           179.7           18.8           19.4           19.4           19.4           19.4	
LEFT         PCC         3           RIGHT         PCC         1           RIGHT         PCC         1           RIGHT         PCC         1           RIGHT         PCC         1           LEFT         PCC         1	C         34.9           C         7.3           C         14.4           C         59.5           C         55.4           C         110.8           C         170.5           C         22.3           C         20.4           C         31.7           C         151.8           C         20.7           C         20.7           C         20.7           C         28.9           C         140.8           C         28.9           C         416.1           C         179.7           C         18.8           C         96.6           C         19.4           C         27.4	
RIGHT         PCC           LEFT         PCC         1           RIGHT         PCC         5           LEFT         PCC         1           LEFT         PCC         3           LEFT         PCC         1           RIGHT         PCC         1           LEFT	C         7.3           C         14.4           C         59.5           C         55.4           C         110.8           C         170.5           C         22.3           C         20.4           C         31.7           C         151.8           C         20.7           C         20.7           C         20.7           C         28.9           C         140.8           C         28.9           C         179.7           C         18.8           C         96.6           C         19.4           C         27.4	
LEFT         PCC         1           RIGHT         PCC         5           LEFT         PCC         11           LEFT         PCC         11           LEFT         PCC         11           LEFT         PCC         12           RIGHT         PCC         12           LEFT         PCC         12           LEFT         PCC         12           LEFT         PCC         15           RIGHT         PCC         15           LEFT         PCC         15           LEFT         PCC         15           RIGHT         PCC         16           RIGHT         PCC         17           LEFT         PCC         16           RIGHT         PCC         17           LEFT         PCC         17	14.4           C           59.5           C           55.4           C           110.8           C           16.2           170.5           C           20.4           C           20.4           C           31.7           C           355.3           C           20.7	
RIGHT         PCC         9           RIGHT         PCC         11           LEFT         PCC         12           RIGHT         PCC         17           LEFT         PCC         17           LEFT         PCC         12           LEFT         PCC         12           LEFT         PCC         15           RIGHT         PCC         15           LEFT         PCC         15           LEFT         PCC         15           RIGHT         PCC         16           LEFT         PCC         17	C         35.3           C         55.4           C         110.8           C         16.2           C         170.5           C         20.4           C         31.7           C         151.8           C         355.3           C         87.2           C         20.7           C         73.3           C         140.8           C         28.9           C         416.1           C         179.7           C         18.8           C         96.6           C         19.4           C         27.4	
RIGHT         PCC         11           LEFT         PCC         17           LEFT         PCC         12           LEFT         PCC         15           RIGHT         PCC         15           LEFT         PCC         16           RIGHT         PCC         17           LEFT         PCC         11           LEFT         PCC         12           LEFT         PCC         12           LEFT         PCC         12           LEFT         PCC         12           LEFT         PCC         11           LEFT         PCC         12           LEFT         PCC         12	110.8           16.2           170.5           22.3           20.4           31.7           151.8           355.3           20.7           20.7           20.7           20.7           140.8           20.7           21.9           22.9           23.9           24.9           25.9           26.6	1 1 1 2 3 3 4
LEFT         PCC         1           RIGHT         PCC         17           LEFT         PCC         12           LEFT         PCC         12           LEFT         PCC         15           LEFT         PCC         15           RIGHT         PCC         15           LEFT         PCC         15           RIGHT         PCC         16           LEFT         PCC         12           RIGHT         PCC         12           LEFT         PCC         12           RIGHT         PCC         12           LEFT         PCC         14           LEFT         PCC         14           LEFT         PCC         15	C         16.2           C         170.5           C         22.3           C         20.4           C         31.7           C         151.8           C         35.3           C         20.7           C         73.3           C         140.8           C         28.9           C         416.1           C         179.7           C         18.8           C         96.6           C         19.4           C         27.4	
RIGHT         PCC         17           LEFT         PCC         2           LEFT         PCC         2           LEFT         PCC         3           LEFT         PCC         15           RIGHT         PCC         35           LEFT         PCC         35           LEFT         PCC         35           LEFT         PCC         35           LEFT         PCC         36           RIGHT         PCC         37           LEFT         PCC         37	170.5           22.3           20.4           31.7           151.8           35.3           20.4           31.7           151.8           35.3           20.7           20.7           20.7           20.7           20.7           21.3           22.3           20.7           20.7           21.3           22.3           20.7           20.7           20.7           20.7           20.7           20.7           20.7           20.7           20.7           20.7           21.1           22.8.9           21.1           21.1           21.1           21.1           21.1           21.1           21.1           21.1           21.1           21.1           21.1           21.1           21.1           21.1           21.1           21.1 <trr>         21.1<td></td></trr>	
LEFT         PCC         2           LEFT         PCC         2           LEFT         PCC         3           LEFT         PCC         15           RIGHT         PCC         35           LEFT         PCC         35           LEFT         PCC         35           LEFT         PCC         35           RIGHT         PCC         37           LEFT         PCC         31           LEFT         PCC         31           LEFT         PCC         31           LEFT         PCC         31           LEFT         PCC         31     <	22.3           20.4           20.4           20.4           20.4           20.151.8           20.7	
LEFTPCC3LEFTPCC15RIGHTPCC35LEFTPCC28LEFTPCC27LEFTPCC12LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFT<	C 31.7 C 151.8 C 355.3 C 87.2 C 20.7 C 73.3 C 140.8 C 28.9 C 416.1 C 179.7 C 18.8 C 96.6 C 19.4 C 19.4 C 27.4	
LEFTPCC15RIGHTPCC35LEFTPCC8LEFTPCC2RIGHTPCC12LEFTPCC14LEFT<	C 151.8 C 355.3 C 87.2 C 20.7 C 73.3 C 140.8 C 28.9 C 416.1 C 179.7 C 18.8 C 96.6 C 99.6 C 19.4 C 27.4	1 2 3 4
RIGHIPCC35LEFTPCC8LEFTPCC2RIGHTPCC12LEFTPCC12LEFTPCC41RIGHTPCC41LEFTPCC11LEFTPCC12LEFTPCC12LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC11LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14LEFTPCC14	355.3           87.2           20.7           C         73.3           C         140.8           C         28.9           C         416.1           C         179.7           C         96.6           C         19.4           C         27.4	11 2 3 4
LEFTPCC2RIGHTPCC7LEFTPCC12LEFTPCC14LEFTPCC41RIGHTPCC17LEFTPCC17LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC14	C         37.2           C         20.7           C         73.3           C         140.8           C         28.9           C         416.1           C         179.7           C         18.8           C         96.6           C         19.4           C         27.4	2 3 4
RIGHT         PCC         7           LEFT         PCC         14           LEFT         PCC         14           RIGHT         PCC         41           RIGHT         PCC         17           LEFT         PCC         17           LEFT         PCC         17           LEFT         PCC         12           LEFT         PCC         11           LEFT         PCC         11           LEFT         PCC         11           LEFT         PCC         12           RIGHT         PCC         12           PT         PCC         12	C 73.3 C 140.8 C 28.9 C 416.1 C 179.7 C 18.8 C 96.6 C 19.4 C 27.4	2 3 4
LEFT         PCC         14           LEFT         PCC         2           RIGHT         PCC         41           RIGHT         PCC         17           LEFT         PCC         17           LEFT         PCC         12           LEFT         PCC         11           LEFT         PCC         12           LEFT         PCC         11           LEFT         PCC         11           LEFT         PCC         11           LEFT         PCC         11           LEFT         PCC         12           PCF         PCC         12           LEFT         PCC         12           LEFT         PCC         12           LEFT         PCC         12           PCH         PCC         12	C 140.8 C 28.9 C 416.1 C 179.7 C 18.8 C 96.6 C 19.4 C 27.4	4
LEFTPCC2RIGHTPCC41RIGHTPCC17LEFTPCC11LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC11LEFTPCC11LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12LEFTPCC12	C         28.9           C         416.1           C         179.7           C         18.8           C         96.6           C         19.4           C         27.4	4
RIGHT     PCC     41       RIGHT     PCC     17       LEFT     PCC     17       LEFT     PCC     12       LEFT     PCC     12       LEFT     PCC     12       LEFT     PCC     12       LEFT     PCC     11       LEFT     PCC     11       LEFT     PCC     11       LEFT     PCC     12       LEFT     PCC     12       LEFT     PCC     12       LEFT     PCC     12	416.1           C         179.7           C         18.8           C         96.6           C         19.4           C         27.4	4
LEFT     PCC     1       LEFT     PCC     1       LEFT     PCC     1       LEFT     PCC     1       LEFT     PCC     11       LEFT     PCC     11       LEFT     PCC     12       RIGHT     PCC     12       RIGHT     PCC     12	C 18.8 C 96.6 C 19.4 C 27.4	
LEFTPCC9LEFTPCC1LEFTPCC1LEFTPCC11LEFTPCC11RIGHTPCC26RIGHTPCC10	C 96.6 C 19.4 C 27.4	· · · · · · · · · · · · · · · · · · ·
LEFTPCC1LEFTPCC2LEFTPCC11LEFTPCC12RIGHTPCC26PIGHTPCC14	C 19.4 C 27.4	4(
LEFT PCC 11 LEFT PCC 11 LEFT PCC 11 RIGHT PCC 26	27.4	
LEFT PCC 11 RIGHT PCC 26	C 1123	
RIGHT PCC 26	C 19.4	
PTCHT DCC 1/	C 262.2	34
	C 144.7	
LEFI PCC I	C 18.8	
LEFT PCC 2	C 23.2	
RIGHT PCC 8	C 85.0	
RIGHT PCC 3	C 35.9	
LEFT PCC E	C 58.8	
RIGHT PCC 14	C 140.8	1
LEFT PCC 3	C 36.7	
LEFT PCC 2	C 20.3	
RIGHT PCC 26	260.2	10
RIGHT PCC 6	C 61.7	
RIGHT PCC 5	C 50.7	1(
TOTAL - 377	- 3775.0	28.
101AL - 377	L = 3773.0	
ADJUSTMEN		15 57
ADJUS IMEN		JF 5
Evicting Dim Doonoo	im Dropogod D	
Elevation Elev	Elevation	m
		AT
863.66 863	863.76	
864.17 864	864.28	MJ
865.73 866	866.10	MI
866.05 866	866.19	MI
871.43 871	871.52	MT
872.16 872	872.10	MI
872.32 872	872.22	M
872.73 873	873.00	MI
874.04 874	874.43	LM TM
874.79 874	874.70	M
874.06 874	874.28	M
874.51 874	874.62	MI
874.75 874	8/4.58	MI
	863.46           863.66           864.17           865.73           866.05           871.43           872.16           872.32           872.73           873.99           874.04           874.79           874.75	863.46         863.60           863.66         863.76           864.17         864.28           865.73         866.10           866.05         866.19           868.29         868.18           871.43         871.52           872.16         872.10           872.73         872.00           873.99         874.43           874.04         874.49           874.06         874.28           874.51         874.62           874.75         874.58

ltem 23. 110 04-16-13

# **OF PAVEMENT** Tabulation 102-5

Saw Cut*							
San Cac							
		Remarks					
LF							
135.2	ROADWAY I						
4.0	STDEWALK						
8.1	SIDEWALK	PAVEMENET					
97.3	ROADWAY	PAVEMENT					
73.1	ROADWAY	PAVEMENT					
0.0	SIDEWALK	PAVEMENET					
8.0	SIDEWALK	PAVEMENET					
120.9	ROADWAY I	2AVEMENT					
69.2	RUADWAY I						
74.6							
20.9	SIDEWALK	PAVEMENET					
47.4	SIDEWALK	PAVEMENET					
103.4	ROADWAY	PAVEMENT					
10.0	SIDEWALK	PAVEMENET					
216.7	RUADWAY						
3/5.9							
439.5	ROADWAY	AND PARKING LOT PAVEMENT					
44.2	SIDEWALK	PAVEMENET					
10.0	SIDEWALK	PAVEMENET					
404.4	ROADWAY	PAVEMENT					
10.0	SIDEWALK	PAVEMENET					
20.0		PAVEMENE I					
10 0	SIDEWALK	PAVEMENET					
347.3	ROADWAY	AND DRIVEWAY PAVEMENT					
73.6	SIDEWALK	PAVEMENET					
10.0	SIDEWALK	PAVEMENET					
81.5	ROADWAY	PAVEMENT					
10.0	SIDEWALK	PAVEMENET					
29.6	DRIVEWAY						
69.9	ROADWAY	PAVEMENT					
10.1	SIDEWALK	PAVEMENET					
123.2	ROADWAY	ROADWAY AND DRIVEWAY PAVEMENT					
70.1	ROADWAY	PAVEMENT					
10.0	SIDEWALK	PAVEMENET					
103 7							
60.0	PARKING	LOT PAVEMENT					
	ROADWAY	PAVEMENT					
109.7							
109.7							
109.7 3870.0							
109.7 3870.0							
109.7 3870.0		4000.01					
109.7 3870.0		4000-01 01-01-16					
109.7 3870.0		4000-01 01-01-16					
109.7 3870.0	CTURES	4000-01 01-01-16					
109.7 3870.0 STRU	CTURES	4000-01 01-01-16					
109.7 3870.0 STRU Descr	CTURES	4000-01 01-01-16 Notes					
109.7 3870.0 STRU Descr	CTURES ·iption DJUSTMENT	4000-01 01-01-16 Notes R101, SANITARY MANHOLE					
109.7 3870.0 STRU Descr MINOR A MINOR A	CTURES ·iption DJUSTMENT DJUSTMENT	4000-01 01-01-16 Notes R101, SANITARY MANHOLE R102, STORM MANHOLE					
109.7 3870.0 STRU Descr MINOR A MINOR A	CTURES ·iption DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R201, SANITARY MANHOLE					
109.7 3870.0 STRU Descr MINOR A MINOR A MINOR A	CTURES ·iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R201, SANITARY MANHOLE R204, STORM INTAKE P206 STORM INTAKE					
109.7 3870.0 STRU Descr MINOR A MINOR A MINOR A MINOR A MINOR A	CTURES ·iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 S Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R201, SANITARY MANHOLE R204, STORM INTAKE R205, STORM INTAKE R205, STORM INTAKE R208 SANITARY MANHOLE					
109.7 3870.0 STRU Descr MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A	CTURES iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 S Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R201, SANITARY MANHOLE R204, STORM INTAKE R205, STORM INTAKE R208, SANITARY MANHOLE R305, SANITARY MANHOLE					
109.7 3870.0 STRU Descr MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A	CTURES iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 Notes R101, SANITARY MANHOLE R201, SANITARY MANHOLE R204, STORM INTAKE R205, STORM INTAKE R208, SANITARY MANHOLE R305, SANITARY MANHOLE R309, STORM MANHOLE					
109.7 3870.0 STRU Descr MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A	CTURES 'iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 S Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R204, STORM INTAKE R204, STORM INTAKE R205, SANITARY MANHOLE R305, SANITARY MANHOLE R309, STORM MANHOLE R309, STORM MANHOLE R309, STORM MANHOLE R309, STORM MANHOLE R304, STORM INTAKE					
109.7 3870.0 STRU Descr MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A	CTURES 'iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 5 Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R204, STORM INTAKE R205, STORM INTAKE R208, SANITARY MANHOLE R309, STORM MANHOLE R309, STORM MANHOLE R309, STORM MANHOLE R309, STORM MANHOLE R314, STORM INTAKE R402, STORM INTAKE					
109.7 3870.0 STRU Descr MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A MINOR A	CTURES 'iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 S Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R201, SANITARY MANHOLE R204, STORM INTAKE R205, STORM INTAKE R205, SANITARY MANHOLE R309, STORM MANHOLE R309, STORM MANHOLE R314, STORM INTAKE R402, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R409, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R400, STORM					
109.7 3870.0 STRU Descr MINOR A MINOR A	CTURES 'iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R201, SANITARY MANHOLE R204, STORM INTAKE R205, STORM INTAKE R205, SANITARY MANHOLE R305, SANITARY MANHOLE R305, SANITARY MANHOLE R305, SANITARY MANHOLE R304, STORM INTAKE R402, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R503, STORM INTAKE R503, STORM INTAKE R503, STORM INTAKE R504, STORM INTAKE R504, STORM INTAKE R505, SANITARY MANHOLE					
109.7 3870.0 STRU Descr MINOR A MINOR A	CTURES ·iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16					
109.7 3870.0 SSTRU Descr MINOR A MINOR A	CTURES ·iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R201, SANITARY MANHOLE R204, STORM INTAKE R205, STORM INTAKE R205, SANITARY MANHOLE R305, SANITARY MANHOLE R309, STORM MANHOLE R304, STORM INTAKE R402, STORM INTAKE R402, STORM INTAKE R403, STORM INTAKE R403, STORM INTAKE R503, STORM INTAKE R503, STORM INTAKE R503, STORM MANHOLE R509, STORM MANHOLE R509, STORM MANHOLE R509, STORM MANHOLE					
109.7 3870.0 STRU Descr MINOR A MINOR A	CTURES iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 S Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R201, SANITARY MANHOLE R204, STORM INTAKE R205, STORM INTAKE R208, SANITARY MANHOLE R309, STORM MANHOLE R309, STORM MANHOLE R402, STORM INTAKE R402, STORM INTAKE R402, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R408, STORM INTAKE R507, SANITARY MANHOLE R509, STORM MANHOLE R509, STORM MANHOLE R601, SANITARY MANHOLE R601, SANITARY MANHOLE					
109.7 3870.0 STRU Descr MINOR A MINOR A	CTURES iption DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT DJUSTMENT	4000-01 01-01-16 S Notes R101, SANITARY MANHOLE R102, STORM MANHOLE R201, SANITARY MANHOLE R204, STORM INTAKE R205, STORM INTAKE R205, SANITARY MANHOLE R305, SANITARY MANHOLE R309, STORM MANHOLE R314, STORM INTAKE R402, STORM INTAKE R402, STORM INTAKE R402, STORM INTAKE R503, STORM INTAKE R503, STORM INTAKE R507, SANITARY MANHOLE R501, SANITARY MANHOLE R601, SANITARY MANHOLE R601, SANITARY MANHOLE					

	SHEET NO.	
ESTIMATED QUANTITIES	C.04	4

			104-1 08-01-0
		ADJ	USTMENT OF FIXTURES
No.	Location	Type of Fixture	Adjustment
	Station		
1	STA 16+94.59, -31.57	CLEAN OUT	ADJUST FROM 863.90 TO 864.4
2	STA 19+92.20, -18.43	WATER VALVE	ADJUST FROM 863.95 TO 864.2 WITHIN BRICK PAVERS
3	STA 20+05.16, -20.07	CLEAN OUT	ADJUST FROM 863.52 TO 863.83 AND MATCH CLEAN OUT TYPE A-2 MODIFIED CASTING
4	STA 20+70.77, -19.63	CLEAN OUT	ADJUST FROM 863.30 TO 863.75 AND MATCH CLEAN OUT TYPE A-2 MODIFIED CASTING
5	STA 22+67.16, -31.83	WATER VALVE	ADJUST FROM 864.06 TO 864.18
6	STA 22+90.21, -19.41	CLEAN OUT	ADJUST FROM 864.89 TO 864.99 WITHIN BRICK PAVERS
7	STA 25+27.35, -19.94	CLEAN OUT	ADJUST FROM 868.23 TO 863.14 AND MATCH CLEAN OUT TYPE A-2 MODIFIED CASTING
8	STA 26+87.94, -22.31	WATER VALVE	AJDUST FROM 870.66 TO 870.66
9	STA 29+61.51, -33.61	WATER VALVE	AJDUST FROM 871.81 TO 871.89
10	STA 29+72.17, -19.86	WATER VALVE	AJDUST FROM 872.23 TO 872.50 WITHIN BRICK PAVERS AND MATCH A-2 MODIFIED CASTING
11	STA 30+81.07, -20.13	CLEAN OUT	ADJUST FROM 872.35 TO 872.35 WITHIN BRICK PAVERS AND MATCH A-2 MODIFIED CASTING
12	STA 30+92.31, -20.78	CLEAN OUT	ADJUST FROM 872.27 TO 872.30 WITHIN BRICK PAVERS AND MATCH A-2 MODIFIED CASTING
13	STA 31+11.33, -20.95	CLEAN OUT	ADJUST FROM 872.39 TO 872.40 WITHIN BRICK PAVERS AND MATCH A-2 MODIFIED CASTING
14	STA 31+29.31, -20.89	CLEAN OUT	ADJUST FROM 872.24 TO 872.25 WITHIN BRICK PAVERS AND MATCH A-2 MODIFIED CASTING
15	STA 31+71.29, -21.24	CLEAN OUT	ADJUST FROM 872.04 TO 872.05 WITHIN BRICK PAVERS AND MATCH A-2 MODIFIED CASTING
16	STA 32+43.60, -23.97	WATER VALVE	ADJUST FROM 872.83 TO 872.82 WITHIN BRICK PAVERS
17	STA 34+96.21, -34.12	WATER VALVE	ADJUST FROM 874.00 TO 873.94
18	STA 35+03.12, -24.33	WATER VALVE	ADJUST FROM 873.93 TO 873.88
19	STA 35+23.16, -21.07	CLEAN OUT	ADJUST FROM 873.78 TO 874.06 WITHIN BRICK PAVERS
20	STA 35+75.28, -21.05	CLEAN OUT	ADJUST FROM 873.28 TO 873.77 AND MATCH CLEAN OUT TYPE A-2 MODIFIED CASTING
21	STA 36+29.79, -20.70	CLEAN OUT	ADJUST FROM 873.79 TO 874.00 AND MATCH CLEAN OUT TYPE A-2 MODIFIED CASTING
22	STA 36+89.78, -21.11	CLEAN OUT	ADJUST FROM 873.41 TO 873.82 AND MATCH CLEAN OUT TYPE A-2 MODIFIED CASTING
23	STA 38+00.36, -24.42	WATER VALVE	ADJUST FROM 874.32 TO 874.52
24	STA 40+07.29, -20.93	CLEAN OUT	ADJUST FROM 873.86 TO 873.75 AND MATCH CLEAN OUT TYPE A-2 MODIFIED CASTING
25	STA 42+51.95, -32.47	WATER VALVE	ADJUST FROM 874.00 TO 874.20
26	STA 42+59.09, -24.75	WATER VALVE	ADJUST FROM 874.02 TO 873.83
27	STA 42+81.03, -20.30	CLEAN OUT	ADJUST FROM 873.29 TO 873.85 AND MATCH CLEAN OUT TYPE A-2 MODIFIED CASTING
28	STA 45+59.54, -20.81	CLEAN OUT	ADJUST FROM 874.43 TO 874.94
	TOTALS:	CLEAN OUT = 17 EA	CLEAN OUT INCIDENTIAL TO BIOCELL ITEMS
		WATER VALVE = 11 EA	WATER VALVE INCIDENTIAL TO PAVEMENT ITEMS

## SANITARY OR STORM SEWER ABANDONMENT OR REMOVAL

* Not a bid item							
		Abandonment, Plug Only or Abandonment, Plug and Fill or Removal	Length of Pipe		Fill Material*		
Location/Description	Sanitary or Storm Sewer		≤ 36 inch diameter	> 36 inch diameter	Flowable Mortar or CLSM	Remarks	
			LF	LF	СҮ		
41+75.40, 22.72	Storm Sewer	Removal	32			12" RCP STORM SEWER, SEE R-SHEETS	
42+06.81, 22.52	Storm Sewer	Removal	44			12" RCP STORM SEWER, SEE R-SHEETS	
		TOTAL STORM PIPE REMOVAL =	76				

**\* Foth** 

PROJECT NO:	0019C017.05	DESIGNED BY:	T. LECLAIR	NO	DATE	BY	REVISION DESCRIPTION
PROJECT DATE:	3/11/2022	CHECKED BY:	A. MONIZA				
CAD DATE: 3/2	28/2022 1:44:44 PM	DRAWN BY:	T. LECLAIR				
CAD FILE: c:\	pw_workdir\pw_ie\ttl\d0567350\Foth C-Shee	ts.xlsm					

## CENTER STREET CORRIDOR STREETSCAPE PROJECT CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA

110-14 04-16-13

ltem 23.

108 08-01-08

	ELECTRICAL DUCTS										
Lagation	Conduit	Dia.	Length	Dementer							
Location	Туре	IN	FT	Remarks							
3A-1 TO PP	PE	1.0	175.0								
3B-1 TO PP	PE	1.0	19.0								
3C-1 TO PP	PE	1.0	72.5								
3D-1 TO PP	PE	1.0	55.5								
3E-1 TO PP	PE	1.0	77.0								
A-7 TO 2A-6	PE	1.0	100.0								
A-6 TO 2A-5	PE	1.0	146.0								
A-5 TO 2A-4	PE	1.0	97.0								
A-4 TO 2A-3	PE	1.0	110.0								
A-3 TO 2A-2	PE	1.0	138.0								
A-2 TO 2A-1	PE	1.0	122.0								
2A-1 TO PP	PE	1.0	28.0								
B-3 TO 2B-2	PE	1.0	118.0								
B-2 TO 2B-1	PE	1.0	112.0								
2B-1 TO PP	PE	1.0	52.0								
1A-1 TO PP	PE	1.0	122.0								
1B-1 TO PP	PE	1.0	65.0								
1C-1 TO PP	PE	1.0	48.0								
1D-1 TO PP	PE	1.0	78.0								
	TOTALS =		1735.0								

					100 1					
					108-1					
					10-21-14					
LIGHTING INSTALLATIONS										
	Location		Туре							
	200002000			-	Remarks					
No.	Station	Offset	COBRA	DECOR						
3A-1	19+08.00	22.5' RT	1							
3B-1	21+16.00	19.0' LT	1							
3C-1	23+40.00	19.0' RT	1							
3D-1	25+65.00	19.0' LT	1							
E -1	27+80.00	19.0' RT	1							
2A-7	29+97.00	19.0' LT		1						
2A-6	30+58.00	19.0' RT		1						
2A-5	31+32.00	19.0' LT		1						
2A-4	31+92.00	19.0' RT		1						
2A-3	32+66.00	19.0' LT		1						
2A-2	33+66.00	19.0' RT		1						
2A-1	34+50.00	19.0' LT		1						
2B-3	35+30.00	19.0' RT		1						
2B-2	36+10.00	19.0' LT		1						
2B-1	36+85.00	19.0' RT		1						
1A-1	38+30.00	19.0' LT	1							
1B-1	40+50.00	19.0' RT	1							
1C-1	42+70.00	19.0' LT	1							
1D-1	44+87.00	19.0' LT	1							
		TOTALS =	9	10						

SHEET NO.

## POLLUTION PREVENTION PLAN

110-12L 10-20-20

**Foth** 

POLLUTION PREVENTION PLAN 5. Locations of Stabilization Practices – Generally within construction limits shown on Plan and Profile sheets. 7. Surface Waters (including wetlands) - Project Location Map and Plan and Profile sheets. 8. Locations where Storm Water is Discharged - Plan and Profile sheets. E. The base storm water site map is amended by contract modifications and progress payments (fieldbook entries) of completed erosion control work. Also, due to project phasing, erosion and sediment controls shown on project plans may not be installed until needed, based on site conditions. For example, silt fence ditch checks will typically not be installed until the ditch has been installed. Installed locations may also be modified from tabulation locations by field staff. Installed locations will be documented by fieldbook entries and amended PPP site map. F. Runoff from this work will flow into unnamed tributaries of the Cedar River, Snag Creek and the Cedar River. A. The Contractor's ECIP specified in Article 2602.03 of the Standard Specifications for accomplishment of storm water controls should clearly describe the intended sequence of major activities, and for each activity define the control measure and the timing during the construction process that the measure will be implemented. B. Preserve vegetation in areas not needed for construction. C. Sections 2601 and 2602 of the Standard Specifications define requirements to implement erosion and sediment control measures. Actual quantities used and installed locations may vary from the Base PPP and amendment of the plan will be documented via fieldbook entries, amended PPP site map, or by contract modification. Additional erosion and sediment control items may be required as determined by the inspector and/or contractor during storm water site inspections. If the work involved is not applicable to any contract items, the work will be paid for according to Article 1109.03 paragraph B of the Standard Specifications. 1. EROSION AND SEDIMENT CONTROLS a. Stabilization Practices 1) Site plans will ensure that existing vegetation or natural buffers are preserved where attainable and disturbed portions of the site will be stabilized. 2) Initialize stabilization of disturbed areas immediately after clearing, grading, excavating, or other earth disturbing activities have: a) Permanently ceased on any portion of the site, or b) Temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. 3) Staged permanent and/or temporary stabilizing seeding and mulching shall be completed as the disturbed areas are completed. Incomplete areas shall be stabilized according to paragraph III, C, 1, a, 2, b above. 4) Permanent and Temporary Stabilization practices to be used for this project are located in the Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C sheets. Typical drawings detailing construction of the practices to be used on this project are referenced in the Standard Road Plans Tabulation (105-4) in the C sheets. 5) Preservation of existing vegetation within right-of-way or easements will act as vegetative buffer strips. 6) Preservation of topsoil: Bid items to be used for this project are located in the Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C sheets. Additional information may be found in Tabulations in the C or T sheets or is referenced in Section 2105 of Standard Specifications. b. Structural Practices 1) Structural practices will be implemented to divert flows from exposed soils and detain or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Additionally, structural practices may include: silt basins that provide 3600 cubic feet of storage per acre drained or equivalent sediment controls, outlet structures that withdraw water from surface when discharging basins, and controls to direct storm water to vegetated areas. 2) Structural practices to be used for this project are located in the Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the devices to be used on this project can be found in the B sheets or are referenced in the Standard Road Plans Tabulation (105-4) located in the C sheets. c. Storm Water Management Measures shall be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. This may include velocity dissipation devices at discharge locations and along length of outfall channel as necessary to provide a non-erosion velocity flow from structure to water course. If included with this project, these items are located in the Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the practices to be used on this project are referenced in the Standard Road Plans Tabulation (105-4) in the C sheets. The installation of these devices may be subject to Section 404 of the Clean Water Act. 2. OTHER CONTROLS Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive applicable laws, rules or regulations shall apply. a. Vehicle Entrances and Exits - Construct and maintain entrances and exits to prevent tracking of sediments onto roadways. b. Material Delivery, Storage and Use - Implement practices to prevent discharge of construction materials during delivery, storage, and use. c. Stocknile Management - Install controls to reduce or eliminate pollution of storm water from stockniles of soil and paving. d. Waste Disposal - Do not discharge any materials, including building materials, into waters of the state, except as authorized by a Section 404 permit. e. Spill Prevention and Control - Implement chemical spill and leak prevention and response procedures to contain and clean up spills and prevent material discharges to the storm drain system and waters of the state. f. Concrete Residuals and Washout Wastes - Waste shall not be discharged to a surface water and is not allowed to adversely affect a water of the state. Designate temporary concrete washout facilities for rinsing out concrete trucks. Provide directions to truck drivers where designated washout facilities are located. Designated washout areas should be located at least 50 feet away from storm drains, streams or other water bodies. Care should be taken to ensure these facilities do not overflow during storm events. g. Concrete Grooving/Grinding Slurry - Do not discharge slurry to a waterbody or storm drain. Slurry may be applied on foreslopes or removed from the project. h. Vehicle and Equipment Storage and Maintenance Areas - Perform on site fueling and maintenance in accordance with all environment laws such as proper storage of onsite fuels and proper disposal of used engine oil or other fluids on site. Employ washing practices that prevent contamination of surface and ground water from wash water. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge. i. Litter Management - Ensure employees properly dispose of litter. Minimize exposure of trash if exposure to precipitation or storm water would result in a discharge of pollutants. j. Dewatering – Properly treat water to remove suspended sediment before it re-enters a waterbody or discharges off-site. **CENTER STREET CORRIDOR STREETSCAPE PROJECT** SHEET NO CLAIR STREET TO W LONE TREE ROAD C.06 490 ESTIMATED QUANTITIES CEDAR FALLS, IA

### III. CONTROLS

This pro	ject is	regulat	ted by th	he requi	rements	of the Iowa	a Dep	partment	of Nat	ural	Resou	urces (D	DNR) N	lational	. Pollutan	t Discharge	Elimination
System (I	NPDES)	General	Permit N	No. 2 OR	an Iowa	a Department	t of	Natural	Resour	ces (	DNR)	Nationa	al Pol	lutant	Discharge	Eliminatio	n System
(NPDES)	individ	lual sto	rm water	permit.	The Co	ontractor sl	nall	carry o	ut the	terms	and	conditi	lons d	of this	permit and	d the Pollu	tion

This Base PPP includes information on Roles and Responsibilities, Project Site Description, Controls, Maintenance Procedures, Inspection Requirements, Non-Storm Water Controls, Potential Sources of Off Right-of-Way Pollution, and Definitions. This plan references other documents rather than repeating the information contained in the documents. A copy of this Base Pollution Prevention Plan, amended as needed during construction, will be readily available for review.

All contractors shall conduct their operations in a manner that controls pollutants, minimizes erosion, and prevents sediments from entering waters of the state and leaving the highway right-of-way. The Contractor shall be responsible for compliance and implementation of the PPP for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP.

### I. ROLES AND RESPONSIBILITES

Prevention Plan (PPP).

### A. Designer:

- 1. Prepares Base PPP included in the project plan.
- Prepares Notice of Intent (NOI) submitted to Iowa DNR.
- 3. Is signature authority on the Base PPP. If consultant designed, signature from Contracting Authority is also required. B. Contractor:
- 1. Signs a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
- 2. Designates a Water Pollution Control Manager (WPCM), who has the duties and responsibilities as defined in Section 2602 of the Standard Specifications.
- 3. Submits an Erosion Control Implementation Plan (ECIP) and ECIP updates according to Section 2602 of the Standard Specifications
- 4. Installs and maintains appropriate controls. This work may be subcontracted as documented through Subcontractor Request Forms (Form 830231).
- 5. Supervises and implements good housekeeping practices according to Paragraph III, C, 2.
- 6. Conducts joint required inspections of the site with inspection staff. When Contractor is not mobilized on site, Contractor may delegate this responsibility to a trained or certified subcontractor. Contracting Authority also may waive joint inspection requirement during winter shutdown. In both circumstances, WPCM (or trained or certified delegate from the Contractor) is still responsible to review and sign inspection reports.
- 7. Complies with training and certification requirements of Section 2602 of the Standard Specifications.
- 8. Submits amended PPP site map according to Section 2602 of the Standard Specifications.
- C. Subcontractors:
- 1. Sign a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP if: responsible for sediment or erosion controls; involved in land disturbing activities; or performing work that is a source of potential pollution as defined in this PPP. Subcontracted work items are identified in Subcontractor Request Forms (Form 830231). All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
- 2. Implement good housekeeping practices according to Paragraph III, C, 2.
- D. RCE/Project Engineer:
- 1. Is Project Storm Water Manager.
- 2. Takes actions necessary to ensure compliance with storm water requirements including, where appropriate, issuing stop work orders, and directing additional inspections at construction project sites that are experiencing problems with achieving permit compliance.
- 3. Orders the taking of measures to cease, correct, prevent, or minimize the consequences of non-compliance with the storm water requirements of the Applicable Permit.
- 4. Supervises all work necessary to meet storm water requirements at the Project, including work performed by contractors and subcontractors.
- 5. Requires employees, contractors, and subcontractors to take appropriate responsive action to comply with storm water requirements, including requiring any such person to cease or correct a violation of storm water requirements, and to order or recommend such other actions as necessary to meet storm water requirements.
- 6. Is familiar with the Project PPP and storm water site map.
- 7. Is the point of contact for the Project for regulatory officials, Inspector, contractors, and subcontractors regarding storm water requirements.
- 8. Is signature authority on Notice of Discontinuation.
- 9. Maintains an up-to-date record of contractors, subcontractors, and subcontracted work items through Subcontractor Request Forms (Form 830231).
- 10. Makes information to determine permit compliance available to the DNR upon their request.
- E. Inspector:
- 1. Updates PPP through fieldbook entries and storm water site inspection reports if there is a change in design, construction, operation, or maintenance which has a significant effect on the discharge of pollutants from the project.
- 2. Makes information to determine permit compliance available to the DNR upon their request.
- 3. Conducts joint required inspections of the site with the contractor/subcontractor.
- 4. Completes an inspection report after each inspection.
- 5. Is signature authority on storm water inspection reports.

### II. PROJECT SITE DESCRIPTION

- A. This Pollution Prevention Plan (PPP) is for the construction of Center Street Corridor Streetscape Project.
- B. This PPP covers approximately 14 acres with an estimated 4.2 acres being disturbed. The portion of the PPP covered by this contract has 4.2 acres disturbed.
- C. The PPP is located in an area of Kenyon Clyde Floyd soil association (Type B-B).
- The estimated weighted average runoff coefficient number for this PPP after completion will be 0.58.
- D. Storm Water Site Map Multiple sources of information comprise the base storm water site map including: 1. Drainage Patterns - Plan and Profile sheets and Situation plans.
- 2. Proposed Slopes Cross Sections.
- 3. Areas of Soil Disturbance Construction limits shown on Plan and Profile sheets.
- 4. Location of Structural Controls Tabulations in C sheets.
- Locations of Non-structural Controls Tabulations in C sheets

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### Item 23. 110

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POLLUTION PREVENTION PLAN	N
3. APPROVED STATE OR LOCAL PLANS	point.
During the course of this construction, it is possible that situations will arise When such situations are encountered, they will be handled according to all federa the time.	where unknown materials will be encountered. l, state, and local regulations in effect at
V. MAINTENANCE PROCEDURES	
The Contractor is required to maintain all temporary erosion and sediment control measu cleaning, repairing, or replacing them throughout the contract period. This shall begi capacity.	rres in proper working order, including n when the features have lost 50% of their
INSPECTION REQUIREMENTS A. Inspections shall be made jointly by the Contractor and the Contracting Authority's i days. Storm water site inspections will include: 1 Date of the inspection	nspector at least once every seven calendar
<ol> <li>Date of the scope of the inspection.</li> <li>Name and qualifications of the personnel making the inspection.</li> <li>Review of erosion and sediment control measures within disturbed areas for the eff</li> </ol>	ectiveness in preventing impacts to receiving
waters. 6. Major observations related to the implementation of the PPP.	
7. Identification of corrective actions required to maintain or modify erosion and se B. Include storm water site inspection reports in the amended PPP. Incorporate any addi measures determined as a result of the inspection. Immediately begin corrective acti calendar days of the inspection and complete within 7 calendar days following the ins corrections less than 72 hours after the inspection is impracticable, it should be do an estimated date by which the corrections will be made.	diment control measures. tional erosion and sediment control ons on all deficiencies found within 3 pection. If it is determined that making the cumented why it is impracticable and indicate
/I. NON-STORM WATER DISCHARGES This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope dr these features may be controlled by the use of headwalls or blocks, Class A stone, eros This also includes uncontaminated groundwater from dewatering operations, which will be PPP.	rains. The velocity of the discharge from ion stone or other appropriate materials. controlled as discussed in Section III of th
/II. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION Silts, sediment, and other forms of pollution may be transported onto highway right-of Potential sources of pollution located outside highway ROW are beyond the control of t conveyed and controlled per this PPP.	-way (ROW) as a result of a storm event. his PPP. Pollution within highway ROW will b
<ul> <li>(III. DEFINITIONS <ul> <li>A. Base PPP - Initial Pollution Prevention Plan.</li> <li>B. Amended PPP - Base PPP amended during construction. May include Plan Revisions or Cont site inspection reports, fieldbook entries made by the inspector, amended PPP site ma certifications, and Subcontractor Request Forms. Items amending the PPP are stored el request.</li> <li>C. Fieldbook Entries - This contains the inspector's daily diary and bid item postings.</li> <li>D. Controls - Methods, practices, or measures to minimize or prevent erosion, control se contaminants from other types of waste or materials. Also called Best Management Pra</li> </ul> </li> </ul>	ract Modifications for new items, storm water p by the Contractor, ECIP, NOI, co-permittee ectronically and are readily available upon dimentation, control storm water, or minimize actices (BMPs).
E. Signature Authority - Representative authorized to sign various storm water documents	•
CERTIFICATION STATEMENT I certify under penalty of law that this document and all attachments were prepared und with a system designed to assure that qualified personnel properly gathered and evaluated t of the person or persons who manage the system, or those persons directly responsible for g submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aw submitting false information, including the possibility of fine and imprisonment for knowin	ler my direction or supervision in accordance the information submitted. Based on my inquiry pathering the information, the information hare that there are significant penalties for g violations.
	Signature
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CENTER STREET CORRIDOR STREETSCAPE PROJE CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA

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# Survey Information Center Street Corridor Streetscape Project Cedar Falls, Iowa

## General Information

Measurement units for this survey are US survey feet. This survey is for a proposed streetscape project on Center Street in Cedar Falls, lowa.

## Vertical Control

Black Hawk County Control monument 2016-15R was held.

Horizontal Control

Iowa Regional Coordinate System - Zone 5 Horz. Datum: NAD83 Vert. Datum: NAVD 1988 US Survey Feet

## **BENCHMARKS**

## Point Elevation Description

# HORIZONTAL CONTROL

Point	North	East	Elevation	Station	Offset
102	8864850.59	15444588.47	863.570	15+16.18	21.58' RT.
103	8865348.26	15444473.07	863.105	20+30.54	19.12' LT.
104	8865694.16	15444513.76	865.858	23+75.87	26.22' RT.
105	8866651.86	15444528.15	873.702	33+34.28	32.05' RT.
106	8867202.59	15444527.89	874.905	38+84.98	26.51' RT.
107	8867935.76	15444469.59	875.020	46+17.55	38.82' LT.

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CENTER STREET CORRIDOR STREETSCAPE PROJECT CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA

## ltem 23.

Feature	Description
CP	SET 5/8' IRON ROD

CENTER STREET **REFERENCE TIES AND BENCHMARKS**  SHEET NO.

G.01 515



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108-23A	1	108-26	Item 23			
08-01-08 TRAFETC CONTROL PLAN	STAGING NOTES	8-01-08				
The Contractor shall employ sound practices of safety and traffic control. These methods and practices shall include, but not be limited to, the following:	Construction activity in this area will disrupt traffic on Center Street between Clair Street and Lone Tree Road. Work that directl affects traffic movement and flow, such as staging changes, traffic control installation, etc. shall be completed during off-peak h	Ly nours.				
1. The Contractor shall coordinate traffic control with other projects in the area.	It is recognized that as the various activities related to construction progress, certain situations may arise which will preclude					
<ol> <li>Traffic control on this project shall be in accordance with specific layouts shown on these plans. Traffic control devices, procedures, and layouts shall be as per current Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD).</li> </ol>	adhering to the orginal construction sequence or which would readily lend themselves to more efficient staging operations. Should t Contractor desire to deviate from the original plan, a written alternative plan shall be submitted to the Project Engineer for appr a minimum of two (2) weeks prior to the proposed changes. Coordinate with all public and private projects in the area at all times.	:he `oval •				
<ol> <li>All traffic control devices shall be furnished, erected, maintained and removed by the contractor. Contractor to verify traffic control devices at a minimum of once a week or immediately after any weather event. Correct as necessary.</li> </ol>	Coordinate with the City of Cedar Falls a minimum of two (2) weeks prior to changes in the proposed traffic patterns.					
<ol> <li>All traffic control signs shall be placed at a minimum of 2 feet clear of the back of curb or outside edge of shoulder where possible.</li> </ol>	The Contractor shall work with each utility company to resolve any unknown conflict that may exist. Refer to sheet A.02 for utility contact information.	/				
5. Portable mountings for warning signs may be used for temporary installations of 3 days or less.	TRAFFIC CONTROL:					
<ol> <li>The proposed signing may be modified to meet field conditions, prevent obstructions and to accommodate construction scheduling upon approval of the project engineer.</li> </ol>	<ol> <li>Detour signage shall be present prior and during the closure of Southbound traffic on Center St.</li> <li>Contractor shall use a Portable Dynamic Message Sign (PDMS) to inform the public a minimum of three (3) days prior to minor cha in traffic nations and five (5) days prior to main traffic nations changes. Locations of PDMS will be determined by the Engine in traffic nations and five (5) days prior to main traffic nations changes. Locations of PDMS will be determined by the Engine in traffic nations and five (5) days prior to main traffic nations changes. Locations of PDMS will be determined by the Engine interval of the second secon</li></ol>	anges				
<ol> <li>Orange safety fence shall be placed entirely across the traveled portion of the roadway at all locations where Type III Barricades with "Road Closed" signs are used.</li> </ol>	<ul> <li>in the field. Refer to detailed staging notes for additional</li> <li>4. Maintain access to businesses and residents at all times.</li> <li>5. Contractor shall confine its equipment, storage of materials, and operation of work to the limits indicated by laws, ordinances</li> </ul>	5.				
8. All Type III Barricades shall have Type 'A' low intensity flashing warning lights. The back side of the Type III Barricades shall be reflectorized by a minimum of six yellow reflectors, one at each end of each rail, or at least one rail on each barricade shall have reflectorized stripes properly sloped at each end. At full closure locations, Contractor shall provide enough Type III Barricades to completely cross the road.	<ul> <li>permits, or direction of the Engineer and shall not unreasonably encumber the premises with it's materials. The Contractor shall comply with the Engineer's instructions regarding signs and advertisements.</li> <li>6. Contractor shall not use the temporary easements in parking lots for storage of equipment or materials at any time. If Contract plans to store equipment or materials on private property they need to provide a copy of the agreement to the City.</li> <li>7. Contractor to work to approxible contract to a private property they need to provide a copy of the agreement to the City.</li> </ul>	.1 tor				
9. Long term or permanent traffic control signs that conflict with specific layouts shown on these plans are to be covered as directed by the project engineer.	General Staging Comments and PROJECT INTENT:					
10. Sign washing shall be considered incidental to traffic control and required as directed by the project engineer.	a portion of the site is available. Longview St, Cedar St, Western Ave, Bertchwood, Thomas St and Douglas St may be reduced to one	lane				
11. All construction signs shall be Diamond Grade Fluorescent Orange or White V.I.P. Sheeting or equivalent (Iowa DOT Type VII Sheeting). Refer to Iowa DOT Standard Specification 4186.03.	allows public traffic. Side roads that are immediately adjacent shall not be reduce to one lane during the same time period. Green and Lantz Ave shall only be reduced to one lane during the construction of the roadway pavement. Two lanes of traffic shall be rest immediately after producey pavement allows public traffic	Ave				
12. The Contractor shall contact the City to remove all permanent street signs conflicting with proposed improvements. The Contractor shall remove all other signs as determined by the engineer and they shall remain the property of the respective owners. This work shall be considered incidental to other work.	Contractor is approved to work 7 days a week. Night work will be limitied to tasks approved by the Engineer.					
<ol> <li>The Contractor shall furnish and install all permanent road signs before the roadway is reopened to traffic. The Contractor shall notify the City two (2) weeks prior to changes in traffic patterns.</li> </ol>	Contractor to maintain storm water flow throughout the duration of the project. STAGE 1 - EAST SIDE					
14. The Contractor shall place painted pavement markings as indicated by the staging and traffic control plan. The Contractor shall also remove existing and temporary markings as necessary for the proposed traffic control plan. The removal method shall be approved by the project engineer and shall not permanently damage or scar the pavement.	<ol> <li>ROADWAY:</li> <li>A. Refer to sheets J.14 - J.15. Install detour traffic control and signing in accordance with the most recent verison of the Manual on Uniform Traffic Control Devices (MUTCD) and the Traffic Control Plan.</li> </ol>					
15. At the time of initial setup or at the time of major stage changes, 100 percent of each type of device (signs, cones, tubular markers, drums, barricades, vertical panels, changeable message signs, and pavement markings) shall be classified as acceptable by the requirements of the American Traffic Safety Services Association (ATSSA), "Quality Guidelines for Temporary Traffic Control Devices and Features -2014" throughout the duration of the project. Unacceptable devices or situations that are found on the jobsite as determined by before mentioned publication shall be replaced or the situation corrected within 12 hours of initial notification by the project engineer.	<ul> <li>B. Refer to sheets J.02 - J.07. Complete construction of the curb and gutter, roadway pavement, driveways and sidewalk on the East side of Center St.</li> <li>2. STORM SEWER: Refer to sheets M.01-M.08. Construct P-1 and P-2 as well as structures S-1 through S-3. Complete installation of subdrain and risers on the East side of Center St. Subdrain Risers may require final adjustments during plantings within biocells.</li> </ul>					
16. The location for storage of equipment by the contractor during nonworking hours shall be as approved by the engineer. The Contractor shall provide a written agreement with the property owner(s) if private property is used to store equipment.	3. LANDSCAPING: Refer to sheets U.01 - U.06 and LS.01 - LS.12. Complete construction of biocells and pavers on the East side of Center St.					
17. Contractor shall install Type II Barricades with "Sidewalk Closed" for all sidewalk closures on an as needed basis.	STAGE 2 - WEST SIDE					
- Project Engineer: Tyler LeClair (319)297.2091 (office) Foth Infrastructure & Environment 411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401	<ol> <li>ROADWAY: Refer to sheets J.08 - J.13. Complete construction of the curb and gutter, roadway pavement, sidewalk and trial on the West si of Center St.</li> <li>LANDSCAPING: Refer to sheets U.01 - U.06 and LS.01 - LS.12. Complete construction of biocells and pavers on the West side of Center St. Complete all plantings and seeding within required specification date range. Planting activities shall not impact traffic and s</li> </ol>	ide				
PROJECT NO: 19C017.05 DESIGNED BY: T.LECLAIR NO DATE BY REVISION DESCRIPTION	CENTER STREET CORRIDOR STREETSCAPE PROJECT	SHEET NO	0.			
PROJECT DATE: 3/11/2022 CHECKED BY: A.MONIZA CAD DATE: 1/31/2022 5:15:43 PM DRAWN BY: T.LECLAIR CAD FILE: c:\pw_workdirlpw_jelttild0375100(Staging Notes.xlsm	CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA TRAFFIC CONTROL AND STAGING NOTES	J.01	1 525			







BERTCHWOOD ST			LANTZ AVE	TRAFFIC CONTROL LEGEND       Proposed F         Traffic Sign       Direction of Traffic         Type III Barricade       Constructed         Drum       Type III Traffic Barricade         42" Channelizer       Type III Traffic Barricade         KCCC       Arrow Board
32+00	33+00	34+00	32+00 32	36+00
				CENTER SI
			LANTZ AVE	
PROJECT NO: <u>19C017.05</u> PROJECT DATE: <u>3/11/2022</u> CAD DATE: <u>3/21/2022</u> <u>1:53:24 PM</u> CAD FILE: <u>c:\pw.workdir\pw.le\tti\d037507</u>	DESIGNED BY: <u>T.LECLAIR</u> CHECKED BY: <u>A.MONIZA</u> DRAWN BY: <u>T.LECLAIR</u> 22\0019C017.05_J05_SHT.dgn	REVISION DESCRIPTION	<b>Foth</b>	CENTER STREET CORRIDOR STREETSCAPE PROJEC CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA













BERTCHWOOD ST			LANTZ AVE	TRAFFIC CONTROL LEGEND       Proposed F         Traffic Sign       Image: Constructed of the second se
32+00	33+00	34+00	35+00	36+00
			LANTZ AVE	
PROJECT NO: <u>19C017.05</u> PROJECT DATE: <u>3/11/2022</u> CAD DATE: <u>3/21/2022</u> 1:46:28 PM CAD FILE: <u>c:\pv.vorkdir\pv.le\tti\d0375072</u>	DESIGNED BY: T.LECLAIR         NO         DATE         BY          CHECKED BY: A.MONIZA	REVISION DESCRIPTION	<b>* Foth</b>	CENTER STREET CORRIDOR STREETSCAPE PROJEC CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA







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	Point         Station         Offset           L116         19+17.43         -12.99           L117         19+22.41         -12.99           L118         19+31.74         -14.83           L119         19+39.67         -20.09           L120         19+45.05         -27.97           L121         19+47.08         -37.31           L122         19+47.19         -42.31           L123         19+22.40         -37.99           L124         19+27.97         -43.39	Elevation Description 864.40 BEGIN CURB 864.36 BEGIN CURVE 864.15 1/4 POINT 863.96 MIDPOINT 863.86 3/4 POINT 863.73 END CURVE 863.65 END CURB - 25' RAD CENTER 863.43 BEGIN CURB	Point         Station         Offset         Elev.           L140         16+75.06         -32.78         864           L141         16+76.89         -27.08         864           L142         17+00.73         -41.80         864           L143         17+02.67         -36.15         864	ation Description .76 HUB EDGE .67 HUB EDGE .56 HUB EDGE .47 HUB EDGE	NOTES: ALL ELEVATIONS ARE FORM GRA TOP OF SLAB UNLESS OTHERWIS CONTRACTOR TO VERIFY ALL TI NOTIFY ENGINEER IF ELEVATION THAN SHOWN.
CLAIR ST	L125 19+72.88 -38.39 L126 19+74.64 -28.72 L127 19+79.99 -20.47 L128 19+88.12 -14.95 L129 19+97.75 -13.00 L130 20+02.75 -13.00 L131 19+97.76 -38.00	B63.50         BEGIN CURVE           863.66         1/4 POINT           863.83         MIDPOINT           863.94         3/4 POINT           863.99         END CURVE           863.99         END CURB           -         25' RAD CENTER	19+00	LONGVIEW ST	20+00
	L142 L143 CCV 007				
CENTER ST	↓ ≎				L115
CLAIR ST	0	Point         Station         Offs           L100         18+82.90         12.5           L101         18+87.93         12.5           L102         19+09.77         17.5           L103         19+28.28         29.6           L104         19+40.55         48.           L105         19+44.53         69.5           L106         19+44.40         74.1           L107         18+87.92         67.7           L108         19+70.98         69.6           L109         19+71.55         37.4           L109         19+770.98         69.6           L110         19+79.08         20.6           L111         19+79.08         20.6           L112         19+87.18         14.5           L113         19+96.68         13.6           L114         20+01.68         13.6           L115         19+96.66         38.4	Set         Elevation         Description           39         864.04         BEGIN CURB           39         864.08         BEGIN CURVE           31         863.81         1/4 POINT           55         863.54         MIDPOINT           14         863.27         3/4 POINT           39         862.92         END CURVE           39         862.92         END CURVE           39         862.92         END CURB           39         - 55' RAD CENTER           55         863.23         BEGIN CURB           50         863.50         BEGIN CURVE           15         863.61         1/4 POINT           17         863.72         MIDPOINT           36         863.83         3/4 POINT           30         863.94         END CURVE           30         863.91         END CURB           300         -         25' RAD CENTER	ONGVIEW PO II II II II II II II	Int Station Offset Ele 32 20+90.98 12.56 8 33 20+93.98 31.90 8 34 21+04.98 31.86 8 35 21+07.98 12.49 8 36 21+49.43 12.05 8 37 21+52.43 31.85 8 38 21+62.43 31.81 8 39 21+65.43 11.99 8
PROJECT NO:         19C017.05         DESIGNED BY:         T.LECLA           PROJECT DATE:         3/11/2022         CHECKED BY:         A.MONIZ           CAD DATE:         3/21/2022         3:15:34 PM         DRAWN BY:         T.LECLA           CAD FILE:         :/yw.workdir.\pw.le\ttl\d0375072\00190017.05.L01.SHT.	IR NO DATE BY REVI	ISION DESCRIPTION	<b>* Foth</b>	CENTER STREET COF CLAIR STREE	RRIDOR STREETSCAPE PROJE TO W LONE TREE ROAD








6+00	00+2	Point         Station         Offset         Elevation         Description           L514         28+97.74         -13.00         872.37         BEGIN CURB           L515         29+02.74         -13.00         872.34         BEGIN CURVE           L516         29+12.36         -14.92         872.19         1/4 POINT           L517         29+20.50         -20.40         872.03         MIDPOINT           L518         29+25.91         -28.59         871.88         3/4 POINT           L519         29+27.63         -50.45         871.35         END CURVE           L520         29+27.63         -50.45         871.35         END CURVE           L521         29+60.74         -38.00         0.00000         25' RAD CENTER           L522         29+59.04         -50.73         871.46         BEGIN CURVE           L523         29+59.16         -37.78         871.77         BEGIN CURVE           L524         29+61.13         -28.28         871.97         1/4 POINT           L525         29+66.56         -20.24         872.36         3/4 POINT           L526         29+74.64         -14.88         872.36         3/4 POINT           L526	NOTES: ALL ELEVATIONS ARE FORM GRADE OF TOP OF SLAB UNLESS OTHERWISE NOT CONTRACTOR TO VERIFY ALL TIE-IN NOTIFY ENGINEER IF ELEVATIONS ARE THAN SHOWN. OF
		L528 29+84.16 -38.00 871.85 25' RAD CENTER	
<u></u> **			
		PointStationOffsetElevationDescriL50128+01.0411.80871.80DRIVE 1L50228+04.0431.43871.50DRIVE 1L50328+15.0431.19871.55DRIVE 1L50428+18.0411.75871.90DRIVE 1L50528+56.0611.74872.11DRIVE 1L50628+59.0631.12871.75DRIVE 1L50728+71.0631.23871.82DRIVE 1L50928+74.0611.72872.22DRIVE 1L50928+74.0513.00872.41BEGINL51029+65.5031.03872.04DRIVE 1L51229+96.5031.03872.59DRIVE 1L51329+99.5113.00872.59DRIVE 1	Detion         Point         Station         Offset         Elevation         Descri           CLARE         L529         30+54.19         13.00         872.74         BEGIN           MATCH         L530         30+63.71         14.88         872.73         1/4           MATCH         L531         30+71.79         20.25         872.64         MIDP           LARE         L532         30+77.23         28.28         872.54         3/4         F           CLARE         L533         30+79.19         37.79         872.54         END C           MATCH         L534         30+79.20         38.56         872.55         END C           MATCH         L535         30+54.19         38.00         -         25' RAD           LARE         L536         31+10.67         38.21         872.85         BEGIN           CURB         L537         31+26.05         14.92         872.90         MIDPI           LARE         L538         31+17.91         20.40         872.90         MIDPI           AATCH         L540         31+35.67         13.00         873.03         END C           CLARE         L541         31+35.67         38.00
PROJECT NO: <u>19C017</u> . PROJECT DATE: <u>3/11/</u> CAD DATE: <u>3/21/2022</u> CAD FILE: <u>c:\pw.work</u>	.05         DESIGNED BY:         T.LECLAIR         NO         DATE         BY         RE           /2022         CHECKED BY:         A.MONIZA	Foth	CENTER STREET CORRIDOR STREETSCAPE PROJEC CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA



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			PLANT SCHEDULE			
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING & REMARKS
		•			•	
T-CO	2	Celtis occidentalis	HACKBERRY	2" CAL.	B&B	SPECIMEN QUALITY
T-GB	2	Ginkgo biloba	GINKGO	2" CAL.	B&B	SPECIMEN QUALITY
T-GT	2	Gleditsia triacanthos f. inermis 'Skyline'	SKYLINE HONEY LOCUST	2" CAL.	B&B	SPECIMEN QUALITY
T-GD	2	Gymnocladus diolca	KENTUCKY COFFEE TREE	2" CAL.	B&B	SPECIMEN QUALITY
T-LL	2	Larix laricina	TAMARACK	2" CAL.	B&B	SPECIMEN QUALITY
T-NS	2	Nyssa sylvatica	TUPELO	2" CAL.	B&B	SPECIMEN QUALITY
T-TD	3	Taxodium distichum	BALD CYPRESS	2" CAL.	B&B	SPECIMEN QUALITY
			GROUND COVERS			
	31120	SUDAS Type 1 - R.O.W. Seeding				HYDROSEED
	01120		TOTA DEED MIX			INDIGOLLED
	1	TYPE 1 BIOCEL	L EDGE PLANTINGS - ON SLOPES, 12	-24" TAL	L	1
BE-AM	412	Achillea 'Moonshine'	YARROW		#SP5	1'-0" O.C.
BE-HL	109	Hemerocallis 'Lavender Stardust'	DAYLILY		#SP5	2'-0" O.C.
BE-HP	169	Hemerocallis 'Northbrook Star'	DAYLILY		#SP5	2'-0" O.C.
BE-IV	176	Iris versicolor 'Whodunit'	BLUE FLAG IRIS		#SP5	2'-0" O.C.
BE-LK	391	Liatris spicata 'Kobold'	BLAZING STAR		#SP5	1'-0" O.C.
BE-LS	225	Lobelia siphilitica	BLUE CARDINAL FLOWER		#SP5	1'-6" O.C.
BE-MB	224	Monarda bradburiana	EASTERN BERGAMOT		#SP5	1'-6" O.C.
BE-SS	279	Sedum spectabile	SEDUM 'AUTUMN JOY'		#SP5	2'-0" O.C.
		TYPE 2 BIOCE	LL PLANTINGS - CENTER BOTTOM, 24	4"+ TALL		
B-AP	98	Asclepias incarnata	SWAMP MILKWEED		#1 CONT.	2'-6" O.C.
B-EP	117	Echinacea purpurea	PURPLE CONEFLOWER		#1 CONT	2' 0" O.C.
B-LC	75	Lobelia cardinalis	CARDINAL FLOWER		#1 CONT	2' 0" O.C.
B-MF	75	Monarda fistulosa 'Claire Grace'	WILD BERGAMOT		#1 CONT.	2' 6" O.C.
B-PA	53	Pennisetum alopecuroides 'Hamein'	FOUNTAIN GRASS		#1 CONT.	2'-6" O.C.
B-PD	38	Penstemon digitalis 'Blackbeard'	BEARDTONGUE		#1 CONT.	2'-0" O.C.
B-RP	104	Ratibida pinnata	GRAY-HEADED CONEFLOWER		#1 CONT.	2'-0" O.C.
B-RH	133	Rudbeckia hirta 'Prairie Sun'	BLACK-EYED SUSAN		#1 CONT	2' 0" O.C.
B-SS	69	Schlzachyrlum scoparlum 'Minnblue' Blue Heaven	LITTLE BLUESTEM		#1 CONT	2' 6" O.C.
B-SN	54	Symphyotrichum novae-angliae	NEW ENGLAND ASTER		#1 CONT	2' 0" O.C.

#### Legend

ACCENT PAVERS - COLOR: RUSTIC RED, SERIES: HOLLANDSTONE PREMIER FINISH SIZE: 20cm x 10cm x 8cm PATTERN: HOLLANDSTONE 'C' (HERRINGBONE) MANUFACTURER: UNI-LOCK



TYPICAL TURF SUDAS Type 1 - TO MATCH ENGINEER'S SPECIFICATION FOR R.O.W. SEEDING QUANTITY = 31,195 SF

SLOPED EDGES OF BIOCELL

#### PLANTING NOTES:

- 1. SEED ALL AREAS WITHIN CONTRACT LIMITS, NOT COVERED BY PAVING, BUILDINGS, OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
- 2. PLANT QUANTITIES ARE FOR INFORMATION ONLY; DRAWING SHALL PREVAIL IF CONFLICT OCCURS.
- 3. NOTIFY LANDSCAPE ARCHITECT AFTER STAKING IS COMPLETED AND BEFORE PLANT PITS ARE EXCAVATED.
- 4. CONTRACTOR SHALL PLACE SHREDDED BARK MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3".
- KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK, ANSI 260.1-2014, OR MOST RECENT EDITION.
- 6. THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
- 7. THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES, AND ANNUALS WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
- 8. SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
- 9. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT LIST. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON THE DRAWINGS.

BIOCELL SLOPED EDGE PLANTS:

YARROW

- BLAZINGSTAR
- EASTERN BERGAMONT
- O BLUE CARDINAL FLOWER
- AUTUMN JOY SEDUM
- 🔿 BLUE FLAG IRIS
- LAVENDER STARDUST DAYLILY
- INORTHBROOK STAR DAYLILY

#### BIOCELL CENTER BOTTOM PLANTS:

- ♥ PURPLE CONEFLOWER
- ⊗ CARDINAL FLOWER
- O BEARDTONGUE
- GRAY-HEADED CONEFLOWER
- BLACK-EYED SUSAN
- NEW ENGLAND ASTER
- SWAMP MILKWEED
- WILD BERGAMOT
- K FOUNTAIN GRASS
- S LITTLE BLUESTEM



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Legend         SERIES: HOLLANDSTO         SERIES: HOLLANDSTO         SIZE: 20cm x 10cm x 8cr         PATTERN: HOLLANDSTO         SIZE: 20cm x 10cm x 8cr         MANUFACTURER: UMI-         SIZE: SIZE         SIZE: SIZE: SIZE         SIZE: SIZE: SIZE         SIZE: SIZE: SIZE: SIZE         SIZE: S	DLOR: RUSTIC RED, INE PREMIER FINISH M TONE 'C' (HERRINGBONE) LOCK SUDAS Type 1 - TO MATCH ATION FOR R.O.W. SEEDING DCELL C BLUE CAI C BLUE FLA C BLUE FLA C LAVENDE	DPED EDGE PLANTS: STAR BERGAMONT RDINAL FLOWER JOY SEDUM G IRIS R STARDUST DAYLILY	6	O	
PROJECT NC: 19017-05 DESIGNE	<ul> <li>○ CARDINA</li> <li>○ BEARDIO</li> <li>○ GRAY-HE</li> <li>○ BLACK-E<sup>1</sup></li> <li>○ NEW END</li> <li>○ WILD BEF</li> <li>※ FOUNTAI</li> <li>○ LITTLE BL</li> </ul>	FLOWER     NGUE     ADED CONEFLOWER     'ED SUSAN     'ED SUSAN     ILAND ASTER     ILAND ASTER <td></td> <td></td> <td></td>			
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 TYPICAL TURF
 SUDAS
 Type
 1
 TO
 MATCH

 ENGINEER'S SPECIFICATION FOR R.O.W. SEEDING

SLOPED EDGES OF BIOCELL

#### BIOCELL SLOPED EDGE PLANTS:

- YARROW
- BLAZINGSTAR
- EASTERN BERGAMONT
- O BLUE CARDINAL FLOWER

AUTUMN JOY SEDUM

♂ BLUE FLAG IRIS

C LAVENDER STARDUST DAYLILY

INORTHBROOK STAR DAYLILY

BIOCELL CENTER BOTTOM PLANTS:

PURPLE CONEFLOWER

CARDINAL FLOWER

O BEARDTONGUE

GRAY-HEADED CONEFLOWER

BLACK-EYED SUSAN

NEW ENGLAND ASTER

SWAMP MILKWEED

WILD BERGAMOT

K FOUNTAIN GRASS

S LITTLE BLUESTEM



03 **BIOCELL ENLARGEMENT - PLANTING PLAN** 

		-			
PRO IECT NO 19C017.05	DESIGNED BY CONFLUENCE	NO	DATE	BY	REVISION DESCRIPTION
PROJECT DATE:	CHECKED BY:PRA				
CAD DATE:2/3/2022	DRAWN BY:BTS				
CAD FILE:					

ACCENT PAVERS - COLOR: RUSTIC RED, SERIES: HOLLANDSTONE PREMIER FINISH PATTERN: HOLLANDSTONE 'C' (HERRINGBONE) MANUFACTURER: UNI-LOCK



 TYPICAL TURF
 SUDAS
 Type
 1
 TO
 MATCH

 ENGINEER'S SPECIFICATION FOR R.O.W. SEEDING

SLOPED EDGES OF BIOCELL

#### BIOCELL SLOPED EDGE PLANTS:

- YARROW
- BLAZINGSTAR
- EASTERN BERGAMONT
- O BLUE CARDINAL FLOWER
- AUTUMN JOY SEDUM

🔂 BLUE FLAG IRIS

C LAVENDER STARDUST DAYLILY

INORTHBROOK STAR DAYLILY

# BIOCELL CENTER BOTTOM PLANTS:

PURPLE CONEFLOWER

⊗ CARDINAL FLOWER

O BEARDTONGUE

GRAY-HEADED CONEFLOWER

BLACK-EYED SUSAN

من NEW ENGLAND ASTER

SWAMP MILKWEED

🚫 WILD BERGAMOT

- ✤ FOUNTAIN GRASS
- S LITTLE BLUESTEM

4 LS.12 01 BIOCELL ENLARGEMENT - PLANTING PLAN





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2ROJECT NO 19C017.05	DESIGNED BY CONFLUENCE	NO	DATE	BY	REVISION DESCRIPTION	
PROJECT DATE: 2/11/2022						CENTER STREET
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ACCENT PAVERS - COLOR: RUSTIC RED, SERIES: HOLLANDSTONE PREMIER FINISH PATTERN: HOLLANDSTONE 'C' (HERRINGBONE) MANUFACTURER: UNI-LOCK



 TYPICAL TURF
 SUDAS
 Type
 1
 TO
 MATCH

 ENGINEER'S SPECIFICATION FOR R.O.W. SEEDING

SLOPED EDGES OF BIOCELL

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- کٹر NEW ENGLAND ASTER
- SWAMP MILKWEED

WILD BERGAMOT

✤ FOUNTAIN GRASS

S LITTLE BLUESTEM





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PROJECT NO: 19C017.05	DESIGNED BY: CONFLUENCE		10	DATE	BY	REVISION DESCRIPTION
PROJECT DATE:	CHECKED BY: PRA					
CAD DATE: 2/3/2022	DRAWN BY:BTS		-			
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ACCENT PAVERS - COLOR: RUSTIC RED, SERIES: HOLLANDSTONE PREMIER FINISH PATTERN: HOLLANDSTONE 'C' (HERRINGBONE) MANUFACTURER: UNI-LOCK

 TYPICAL TURF
 SUDAS
 Type
 1
 TO
 MATCH

 ENGINEER'S SPECIFICATION FOR R.O.W. SEEDING

0

SLOPED EDGES OF BIOCELL

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- SWAMP MILKWEED
- 🔘 WILD BERGAMOT
- ✤ FOUNTAIN GRASS
- S LITTLE BLUESTEM







PROJECT NO: 19C017.05	DESIGNED BY: CONFLUENCE	NO	DATE	BY	REVISION DESCRIPTION		
PRO JECT DATE 3/11/2022	CHECKED BY: PRA					V Caib	GENTER STREET GURRIDUR
	DRAWN BY BTS						CLAIR STREET TO W
	BIGHIN BIL						CEDAR FA
							CED/1117



ACCENT PAVERS - COLOR: RUSTIC RED, SERIES: HOLLANDSTONE PREMIER FINISH SIZE: 20cm x 10cm x 8cm PATTERN: HOLLANDSTONE 'C' (HERRINGBONE) MANUFACTURER: UNI-LOCK

TYPICAL TURFSUDAS Type 1 -TOMATCHENGINEER'SSPECIFICATIONFORR.O.W. SEEDING

SLOPED EDGES OF BIOCELL

# BIOCELL SLOPED EDGE PLANTS:

- YARROW
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PURPLE CONEFLOWER

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05

ROJECT NO: 19C017.05 DESIGNED BY: CONFLUENCE	NO	DATE	BY	REVISION DESCRIPTION	
ROJECT DATE:					
AD DATE: DRAWN BY: BTS					
AD FILE:					







1 Diameter or equivalent diameter

# STORM SEWER

Bid	Item																		
		INTAKES AND UTILITY	ACCESS	SES										PIPES					
						Design each si	Length, de of t	, Slope the Des	e, and Fi sign Leng	lowlines a gth to acc	re calcu ount for	lated fro estimate	m insid d lengt	e wall to ir h to center	nside wall a of structur	along CL of res.	pipe. An ad	ditional 2 ft length	length is added to
	Location Station and Offset	*Type or Standard Road Plan	Form Grade	Bottom Well	Notes	Line Number	Int Uti Acc N	ake/ lity cess lo.	Class 'D'	1 Pipe Size	Bid* Length	Design Length	Slope %	Inlet	Flow Lines	Other	Pipe Profile Sheet No.	Notes	
_1	11+25 00 10 50 PT	SW-512 24"	Elev.	Elev.			From	То		IN	FT	FT	1	Elevation	Elevation	Elevation			
2	44+25.00, 19.50 RT 42+87.00, 19.50 RT 41+75.00, 22.72 RT	SW-512 24 SW-512 24" SW-512 24"	874.15 874.15 874.10	869.55 869.55 868.67	FIELD VERIFY/MATCH EX. FL	P-1 P-2	S-1 S-2	S-2 S-3	III	15 15	138 112	136.2 109.7	0.60 0.60	870.05 869.17	869.20 868.50				
									τοται ·										
_		TOTAL: SW-512 24"	3.00		ALL USE TYPE 4 CASTING				III	15	250								
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ΤN	0: 0019C017.05 DESIGNED	BY: T. LECLAIR NO DATE BY		REVISION DESCRI	IPTION .					CENTI			OR STR	EETSCAPE P	ROJECT				SHEET
CT D ATE: ILE:	ATE:         3/11/2022         CHECKED I           3/6/2022         4:09:30 PM         DRAWN BY           c:\pw_workdirlpw_ie\ttl\d0567350\Foth M-Sheets.xlsm         DRAWN BY	3Y:         A. MONIZA           T. LECLAIR			<b>*</b>	FC	oth			5	CLAIR S	TREET TO	W LONI	E TREE ROAL	)	STORM	SEWER QUA	NTITIES	M.(

104 Item 23. MODIPILIU

	Location		Pip	Pipe		Aprons		Outlets				Connecto	d Dina		Gnanulan		Class "A"	ł	
No.	Station to	Station	Type of Installation	Concrete, C.M.P.,	Dia.	Length	DR-201	DR-203	500-10	DR	-305	CFD.01	Joint	s*	Trench Drain	Material	Porous Backfill*	Crushed Stone*	
			installation	or Plastic									DR-1	21		Blanket			ł
			CASE A OR BIOCELL		IN	LF	No.	No.	No.	Type	No.	No.	Type	No.	LF	CY	CY	CY	-
SD-01	24+25.00	25+75.00	CASE A	HDPE	6.0	150						1		_			16.7		
SD-01	25+75.00	27+93.00	BIOCELL	HDPE	6.0	218								_			10.0		
SD-01	27+93.00	28+85.00	CASE A	HDPE	6.0	92								_			10.2		
SD-01	28+85.00	29+59.00	BIUCELL		6.0	74						_					E 7		-
SD-01	29+59.00	20+10.00			6.0	24											5.7		
20-01	21,49,00	21,20,00			6.0	11											1.6		
SD-02	31+40.00	32+49.00			6.0	63						1					7.0		
SD-02	32+49.00	33+26.00			6.0	77						1					7.0		
50-03	33+26.00	31+10.00	BTOCELL		6.0	11/											8.0		
30 03	55120.00	54140.00	DIOCELE		0.0	114													Ē
SD-04	35+25,00	35+47.00	CASE A	HDPE	6.0	22						1					2.4		
SD-04	35+47.00	36+33.00	BIOCELL	HDPE	6.0	86													0
SD-05	36+83.00	37+20.00	BIOCELL	HDPE	6.0	37													(
SD-05	37+20.00	37+58.00	CASE A	HDPE	6.0	38						1					4.2		(
SD-06	38+82.00	39+44.00	BIOCELL	HDPE	6.0	66													(
												1							(
SD-07	39+44.00	39+95.00	BIOCELL	HDPE	6.0	52													(
																			(
																			(
SD-08	44+25.00	45+05.00	BIOCELL	HDPE	6.0	80						1							(
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PROJECT NO:	0019C017.05	DESIGNED BY:	T. LECLAIR	NO	DATE	BY	REVISION DESCRIPTION
PROJECT DAT	E: 3/11/2022	CHECKED BY:	A. MONIZA				
CAD DATE:	3/21/2022 5:57:52 PM	DRAWN BY:	T. LECLAIR				
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CENTER STREET CORRIDOR STREETSCAPE PROJEC CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA

# 10 Item 23.

Remarks

OUTLET TO EXISTING STRUCTURE CONNECT TO CO-01, STA 25+75.00, 19.5' RT, TYPE A-2 MODIFIED CONNECT TO CO-02, STA 28+27.00, 19.5' RT, TYPE A-2 MODIFIED CONNECT TO CO-03, STA 28+85.00, 19.5' RT, TYPE A-2 MODIFIED CONNECT TO CO-04, STA 30+10.00, 19.5' RT, TYPE A-2 MODIFIED / CAP END CONNECT TO CO-05A, STA 31+48.00, 19.5' RT, TYPE A-2 MODIFIED CONNECT TO CO-05B, STA 31+89.00, 19.5' RT, TYPE A-2 MODIFIED CONNECT TO CO-06, STA 31+89.00, 19.5' RT, TYPE A-2 MODIFIED CONNECT TO CO-06, STA 33+26.00, 19.5' RT, TYPE A-2 MODIFIED CONNECT TO CO-06, STA 33+26.00, 19.5' RT, TYPE A-2 MODIFIED CONNECT TO CO-07, STA 34+40.00, 19.5' RT, TYPE A-2 MODIFIED OUTLET TO EXISTING STRUCTUCE CONNECT TO CO-08, STA 35+47.00, 19.5' RT, TYPE A-2 MODIFIED / CAP END CONNECT TO CO-09, STA 37+20.00, 19.5' RT, TYPE A-2 MODIFIED / CAP END CONNECT TO CO-10, STA 38+82.00, 19.5' RT, TYPE A-2 MODIFIED / CAP END OUTLET TO EXISTING STRUCTUCE CONNECT TO CO-10, STA 38+82.00, 19.5' RT, TYPE A-2 MODIFIED / CAP END OUTLET SD-06 TO EXISTING STRUCTURE CONNECT TO CO-10, STA 38+82.00, 19.5' RT, TYPE A-2 MODIFIED OUTLET SD-06 TO EXISTING STRUCTURE CONNECT TO CO-11, STA 39+95.00, 19.5' RT, TYPE A-2 MODIFIED CONNECT TO SD-06 CORE CO-12, STA 43+55.00, 19.5' RT, TYPE A-2 MODIFIED INTO P-1 OUTLET TO S-1 / CAP END TOTAL SUBDRAIN = 1295 LF TOTAL CLEANOUTS = 12 EA TOTAL OUTLET TO STRUCTURE = 7 EA

ст		SHEET NO.	1
	SUBDRAIN QUANTITIES	M.02	567







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#### HIGHWAY LIGHTING DATA

#### GENERAL

- LIGHTING INSTALLATION SHALL BE IN ACCORDANCE WITH IOWA DOT STANDARD SPECIFICATION SECTION 2523, HIGHWAY LIGHTING UNLESS OTHERWISE NOTED.
- 2. LIGHTING MATERIALS SHALL BE IN ACCORDANCE WITH IOWA DOT STANDARD SPECIFICATION 4185, HIGHWAY LIGHTING MATERIALS UNLESS OTHERWISE NOTED.
- 3. CONTRACTOR SHALL COORDINATE ROUTING AND INSTALLATION OF CONDUIT SYSTEM TO AVOID CONFLICT WITH EXISTING AND PROPOSED UTILITIES, STRUCTURES AND EQUIPMENT. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN LOCATES ON ALL UNDERGROUND UTILITIES AND VERIFY CLEARANCES BEFORE BORING, TRENCHING OR EXCAVATION. WHERE UTILITY LINES, UNDERGROUND OBSTRUCTIONS OR PIPING MAY BE UNCOVERED ON THE PROJECT, THE CONTRACTOR SHALL NOTIFY THE OWNER OF THE UTILITY AND TAKE ALL NECESSARY MEASURES TO PREVENT INTERRUPTION OF SERVICES THAT MAY BE DAMAGED OR INTERRUPTED THROUGH CONTRACTOR'S OWN NEGLIGENCE, AND BE RESPONSIBLE FOR IMMEDIATE REPAIR AND/OR RESTORATION AT THE CONTRACTOR'S EXPENSE.
- 4. CONDUIT LOCATIONS SHOWN IN THE PLANS ARE DIAGRAMMATIC IN NATURE AND MAY BE VARIED TO SUIT FIELD CONDITIONS. SHOULD A CONFLICT ARISE, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY FOR A RESOLUTION.
- 5. CONTRACTOR SHALL SUBMIT FOR REVIEW SHOP DRAWINGS FOR ALL LIGHT FIXTURES, POLES AND BASES; AND COLOR CHIPS FOR ALL POWDER-COAT COLORS.
- 6. PROVIDE SUBMITTALS ON THE FOLLOWING MATERIALS/EQUIPMENT.
- A. WIRE AND CABLE B. CONNECTORS
- C. CONDUIT
- 7. WHEN INDICATED ON DRAWINGS, EQUIPMENT VENDORS ARE SOLE-SOURCED PER CEDAR FALLS REQUIREMENTS. SUBSTITUTIONS WILL NOT BE ALLOWED UNLESS OTHERWISE NOTED.

ELECTRIC SERVICE

- 1. THE CONTRACTOR SHALL COORDINATE ELECTRICAL SERVICE INCLUDING TRANSFORMER AND PAD LOCATIONS, ORIENTATIONS, AND ENERGIZATION WITH CEDAR FALLS UTILITY.
- 2. THE INSTALLATION SHALL MEET ALL CITY, UTILITY AND NEC CODES AND REQUIREMENTS.
- 3. PROVIDE ELECTRICAL SERVICE TO EACH LIGHTING CONTROLLER.

#### ROADWAY LIGHTING

- ICADWAY LIGHTING 1. ALL LIGHTING UNITS, JUNCTION BOXES, OR ENCLOSURES SHALL BE CONNECTED TO THE GROUNDING SYSTEM. PROVIDE AND INSTALL GROUND RODS AND GROUNDING ELECTRODE CONDUCTORS AT EACH LIGHTING UNIT, LIGHTING CONTROLLERS, ETC, PER NEC AND IDOT STANDARD SPECIFICATIONS. INSTALL POLE FOUNDATIONS AND LIGHT POLES PLUMB AND TRUE. HANDLE LIGHTING FIXTURES CAREFULLY TO PREVENT BREAKAGE, AND DAMAGE. DO NOT INSTALL DAMAGED LIGHTING FIXTURES. REPLACE AND RETURN DAMAGED UNITS TO EQUIPMENT MANUFACTURER. PROTECT LIGHTING ASSEMBLY FINISH DURING HANDLING, STORAGE AND INSTALLATION. POLE GRIPS, TRUCK ARMS, JAWS, TRAILERS AND ANY OTHER SURFACES THAT CONTACT POLES PRIOR TO OR DURING INSTALLATION SHALL BE FULLY AND THICKLY PADDED TO PREVENT DAMAGING POLE FINISH. FINISHES THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR TOUCHED UP, USING MATERIALS AND METHODS APPROVED BY THE LIGHTING ASSEMBLY MANUFACTURER.
- 2. TAP AND END-OF-CIRCUIT CONNECTORS SHALL BE MADE WITH Y-1, L-1 CONNECTORS WITH 5 AMP FUSES INSIDE POLE SHAFT HANDHOLES ACCORDING TO LI-142. MANUFACTURER SHALL BE COOPER-BUSSMAN HEB SERIES, BREAKAWAY TYPE ALL COPPER CONDUCTOR CONSTRUCTION SET-SCREW CONDUCTOR FASTENING SYSTEM, SUITABLE FOR COPPER CONDUCTORS SCHEDULES, AND CONSTRUCTED TO ACCEPT 13/32" X 1-1/2" FORM FUSES.
- 3. ALL LIGHTING LOADS SHALL BE CONNECTED 240V "LINE-TO-LINE".
- 4. STREET LIGHT POLES SHALL BE INSTALLED AT THE LOCATIONS SHOWN IN THE PLANS. CONTRACTOR SHALL LOCATE ALL UTILITIES ALONG CENTER AND SIDE STREETS. AFTER UTILITIES HAVE BEEN LOCATED, CONTRACTOR TO CONFIRM THAT POLE LOCATIONS DO NOT CONFLICT WITH UTILITIES. IF ADJUSTMENTS TO THE POLE LOCATIONS ARE REQUIRED TO AVOID UTILITY CONFLICTS, CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR THE FINAL POLE LOCATIONS.

UNDERGROUND CIRCUITS

- 1. INSTALL CONDUITS 36" BELOW FINISHED GRADE. PROVIDE PLASTIC ELECTRICAL WARNING TAPE ABOVE ALL CONDUIT AT 1'-6" BELOW FINISHED GRADE WHEN TRENCHING METHODS ARE USED.
- 2. ROAD CROSSING SHALL BE IN ACCORDANCE WITH LI-141.
- 3. ALL HDPE CONDUIT SHALL BE SOLID COLOR CODED BLACK WITH RED STRIPE.
- <sup>4</sup>. COORDINATE CONDUIT ROUTING WITH LANDSCAPE PLANTINGS. DO NOT LOCATE CONDUIT BENEATH TREES. ALL CONDUIT RUNS SHALL STAY WITHIN RIGHT OF WAYS.
- 5. WIRING INSTALLED IN CONDUIT SHALL BE SINGLE-CONDUCTOR COPPER TYPE USE-2 RHH/RHW-2 (PER DOT STANDARD SPECIFICATIONS) FOR PHASE, NEUTRAL, AND GROUND CONDUCTORS.
- 6. ALL CONDUIT SHALL 1" DIA. HDPE AND HAVE THE FOLLOWING WIRING: 2 #10 (RED, BLUE LIGHTING CURCUIT) 1 #10 (GREEN GROUND)

ROADWAY	DESIGN CRITERIA			ANALYSIS RESULTS				
	ROADWAY							
LOCATION:	CLASSIFICATION	CLASS	E(AVE)	E(AVE)/E(MIN)	E(AVE)	E(MAX)	E(MIN)	E(AVE)/E(MIN)
Center Street	Arterial	Low	0.6	3.5 to 1	1.27	3.5	0.7	1.81

TABLE NOTES

1. PERFORMANCE REQUIREMENTS ARE FROM IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS MANUAL, CHAPTER 11, SECTION 2.

PHOTOMETRIC DATA	
LIGHTING ASSEMBLY TYPE	TALL POLE
LUMINAIRE DESCRIPTION	LUMEC ROADFOCUS LED
MFR. CAT NO.	RFL-180W80LED4K-T-R3M-UNIV-DMG-RCD-GY3
F IN ISH	GRAY
PHOTOMETRIC CURVE	RFL-180W80LED4K-T-R3M.IES
IES DISTRIBUTION	LE3
IES SURFACE CLASSIFICATION	R3
MOUNTING HEIGHT ABOVE ROADWAY	38'-1"
ARM LENGTH	12'-0"
MOUNTING BEHIND FACE OF CURB	7'
FIXTURE TILT	0
TOTAL LIGHT LOSS FACTOR	0.680
LAMP WATTAGE/TYPE	174W/LED
VOL TAGE	240
CORRELATED COLOR TEMP.	4,000K
Rated Life (Hr. @10 Hr./Start)	100,000

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PROJECT NO: 19C017.05	DESIGNED BY: T.LECLAIR	NO	DATE	BY	REVISION DESCRIPTION
PROJECT DATE: 3/11/2022	CHECKED BY: A.MONIZA				
CAD DATE: 3/28/2022 12:45:44 PM					
CAD DATE. <u>372072022</u> 12:43:44 TH					
CAD FILE: c:\pw_workdir\pw_ie\ttl\dU3/5U/2\U	00190017.05_P01_SHI.dgn				



CENTER STREET CORRIDOR STREETSCAPE PROJE CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA

LEGEN	<u>ND</u>
	UNDERGROUND CONDUIT, CIRCUIT DIAGRAM
ZONE NUM	IBER
XA-4 POLE N WIRING	POLE DESIGNATOR UMBER BRANCH LETTER
<b>— ම</b> XA-4	STREET LIGHT

Item 23.

ЕСТ		SHEET NO.	1
	CENTER STREET LIGHTING INFORMATION SHEETS	P.01	574






















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ALL POINTS REFERENCE 'ML\_CENT' ALIGNMENT.

Point	Station	Offset	Elevation
S100	19+42.62	-23.59	863.91
S1Ø1	19+34.68	-23.66	863.96
S102	19+26.74	-23.76	864.01
S1Ø3	19+27.25	-31.84	864.07
S104	19+34.78	-31.71	863.91
S105	19+42.70	-31.59	863.85
S106	19+46.27	-31.55	863.82
S107	19+73.54	-32.22	863.60
S1Ø8	19+77.01	-32.21	863.67
S109	19+85.71	-32.19	863.74
S11Ø	19+91.69	-32.18	863.78
S111	19+99.28	-32.17	863.95
S112	19+99.28	-24.17	863.91
S113	19+91.58	-24.18	863.86
S114	19+91.46	-16.16	863.95
S115	19+91.42	-13.82	863.98
S116	19+86.46	-15.72	863.92
S117	19+86.59	-24.19	863.82
S118	19+85.59	-24.19	863.81
S119	19+76.99	-24.21	863.75



CENTER ST

ROJECT NO:         19C017.05         DESIGNED BY:         T.LECLAIR         NO         DATE         BY         REVISION DESCRIPTION           'ROJECT DATE:         3/11/2022         CHECKED BY:         A.MONIZA	<b>* Foth</b>	CENTER STREET CORRIDOR STREETSCAPE PROJECT CLAIR STREET TO W LONE TREE ROAD CEDAR FALLS, IA	CENTER STREET PEDESTRIAN RAMP DETAILS	SHEET NO.	590
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Item 23.







PROJECT NO: 19C017.05	DESIGNED BY: T.LECLAIR	NO	DATE	BY	REVISION DESCRIPTION
PROJECT DATE: 3/11/2022	CHECKED BY: A.MONIZA				
CAD DATE: 3/6/2022 5:14:06 PM	DRAWN BY: T.LECLAIR				
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Point	Station	Offset	Elevation
S300	22+38.98	-25.02	864.40
S3Ø1	22+31.12	-25.02	864.32
S3Ø2	22+21.02	-24.77	863.94
S3Ø3	22+21.09	-32.82	864.13
S304	22+30.82	-33.02	864.20
S3Ø5	22+38.98	-33.02	864.28
S3Ø6	22+42.12	-33.02	864.15
S307	22+68.95	-34.00	864.19
S3Ø8	22+72.91	-34.00	864.35
S309	22+80.91	-34.00	864.44
S31Ø	22+89.56	-34.00	864.53
S311	22+92.08	-45.56	864.08
S312	22+97.57	-44.58	863.99
S313	22+97.56	-34.00	864.65
S314	23+56.40	-34.00	865.17
S315	23+66.40	-34.00	865.31
S316	23+68.96	-42.72	865.60
S317	23+74.24	-43.14	865.64
S318	23+76.40	-34.00	865.40
S319	23+91.72	-33.71	865.77
S32Ø	23+91.58	-23.72	865.57
S321	23+76.40	-24.00	865.50
S322	23+66.40	-24.00	865.41
S323	23+56.40	-24.00	865.32
S324	22+97.56	-24.00	864.80
S325	22+97.56	-19.00	865.01
S326	22+97.56	-13.00	865.26
S327	22+92.56	-13.02	865.20
S328	22+92.56	-19.00	864.94
S329	22+92.56	-24.00	864.73
S33Ø	22+89.56	-24.00	864.68
S331	22+80.91	-24.00	864.59



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PROJECT NO: 19C017.05	DESIGNED BY: T.LECLAIR	NO	DATE	BY	REVISION DESCRIPTION
PROJECT DATE: 3/11/2022	CHECKED BY: A.MONIZA				
CAD DATE: 3/6/2022 5:14:16 PM	DRAWN BY: T.LECLAIR				
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122 5421 5420	_	
5′ 5′		

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СТ	CENTER STREET
	PEDESTRIAN RAMP DETAILS

5.04	593

ALL POINTS REFERENCE 'ML\_CENT' ALIGNMENT.

Point	Station	Offset	Elevation
S500	29+23.70	-24.36	871.95
S501	29+13.70	-24.36	872.07
S5Ø2	29+05.70	-24.36	872.16
S5Ø3	28+97.70	-24.36	872.26
S5Ø4	28+97.70	-34.36	872.13
S5Ø5	29+05.70	-34.36	872.02
S5Ø6	29+13.70	-34.36	871.92
S507	29+23.70	-34.36	871.80
S5Ø8	29+27.48	-34.36	871.78
S5Ø9	29+59.42	-34.36	871.84
S51Ø	29+63.21	-34.36	871.90
S511	29+67.69	-34.36	871.94
S512	29+67.60	-44.37	871.94
S513	29+71.60	-44.36	872.09
S514	29+71.69	-34.36	871.99
S515	29+72.69	-34.36	872.00
S516	29+90.21	-34.36	872.56
S517	29+90.21	-24.36	872.37
S518	29+72.78	-24.36	872.15
S519	29+63.21	-24.36	872.05





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CAD DATE:			CEDAR FALLS, IA

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PEDESTRIAN RAMP DETAILS



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Point	Station	Offset	Elevation
S600	30+78.19	31.00	872.51
S6Ø1	30+76.12	31.00	872.61
S6Ø2	30+70.69	31.00	872.55
S6Ø3	30+60.19	31.00	872.42
S6Ø4	30+54.19	31.00	872.27
S605	30+54.19	26.00	872.20
S6Ø6	30+60.19	26.00	872.35
S607	30+70.69	26.00	872.50
S6Ø8	30+76.12	26.00	872.56
S609	31+13.74	26.00	872.84
S61Ø	31+20.67	18.00	872.93
S611	31+20.67	26.00	872.95
S612	31+25.67	26.00	873.12
S613	31+30.67	26.00	873.25
S614	31+35.67	26.00	873.30
S615	31+35.67	31.00	873.38
S616	31+30.67	31.00	873.33
S617	31+25.67	30.00	873.18
S618	31+20.67	30.00	873.01
S619	31+18.67	30.00	872.98
S620	31+18.70	34.50	873.10
S621	31+18.74	39.00	873,18
S622	31+18.78	43.51	873.23
S623	31+14.78	43.54	873.15
S624	31+14.74	39.00	873.12
S625	31+14.70	34.50	873.04
S626	31+14.67	30.00	872.92
S627	31+13.74	30.00	872.90
S628	31+11.98	30.00	872.82

NOTE: CONTRACTOR SHALL VERIFY ALL EXISTING AND AS CONSTRUCTED TIE-IN ELEVATIONS PRIOR TO CONSTRUCTION OF PEDESTRIAN FACILITIES. IF NECESSARY, THE CONTRACTOR SHALL MAKE ADJUSTMENTS TO PROPOSED ELEVATIONS SHOWN TO MANTAIN THE DESIGN GRADES AND CROSS SLOPES. ADJUSTMENTS SHALL NOT RESULT IN CONSTRUCTED GRADES AND CROSS SLOPES NOT MEETING THE MINIMUM AND MAXIMUM VALUES ALLOWED IN THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG). CONTACT THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE IF CHANGES FROM THE VALUES SPECIFICED ARE BEING MADE.

ALL POINTS REFERENCE 'ML\_CENT' ALIGNMENT.

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ALL POINTS REFERENCE 'ML\_CENT' ALIGNMENT.

Point	Station	Offset	Elevation
S800	34+68.21	-24.05	873.68
S8Ø1	34+61.51	-24.05	873.61
S8Ø2	34+60.51	-24.05	873.59
S8Ø3	34+60.51	-16.67	873.79
S8Ø4	34+55.51	-14.33	873.85
S8Ø5	34+55.51	-16.67	873.71
S8Ø6	34+55.51	-24.05	873.52
S8Ø7	34+47.46	-24.04	873.39
S8Ø8	34+47.46	-34.04	873.42
S8Ø9	34+61.51	-34.05	873.51
S81Ø	34+68.21	-34.05	873.58
S811	34+72.15	-34.05	873.78
S812	34+98.79	-34.00	873.93
S813	35+02.75	-34.00	874.01
S814	35+09.75	-34.00	874.12
S815	35+16.21	-34.00	874.03
S816	35+16.33	-24.00	874.07
S817	35+09.75	-24.00	873.97
S818	35+02.75	-24.00	873.87



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NOTE: CONTRACTOR SHALL VERIFY ALL EXISTING AND AS CONSTRUCTED TIE-IN ELEVATIONS PRIOR TO CONSTRUCTION OF PEDESTRIAN FACILITIES. IF NECESSARY, THE CONTRACTOR SHALL MAKE ADJUSTMENTS TO PROPOSED ELEVATIONS SHOWN TO MANTAIN THE DESIGN GRADES AND CROSS SLOPES. ADJUSTMENTS SHALL NOT RESULT IN CONSTRUCTED GRADES AND CROSS SLOPES NOT MEETING THE MINIMUM AND MAXIMUM VALUES ALLOWED IN THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG). CONTACT THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE IF CHANGES FROM THE VALUES SPECIFICED ARE BEING MADE.

ALL POINTS REFERENCE 'ML\_CENT' ALIGNMENT.

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ALL POINTS REFERENCE 'ML\_CENT' ALIGNMENT.

Point	Station	Offset	Elevation		
S1000	37+50.13	-24.00	874.45		
S1001	37+41.05	-24.00	874.60		
S1002	37+32.05	-24.00	874,49		
S1003	37+32.05	-34.00	874.56		
S1004	37+41.05	-34.00	874.70		
S1005	37+50.13	-34.00	874.55		
S1006	37+54.10	-34.00	874.36		
S1007	37+80.74	-34.00	874,49		
S1008	37+84.71	-34.00	874.64		
S1009	37+93.35	-34.00	874.75		
S1010	38+01.35	-34.00	874.69		
S1Ø11	38+01.35	-24.00	874.50		
S1012	37+93.35	-24.00	874.60		
S1Ø13	37+84.71	-24.00	874.54		



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ALL POINTS REFERENCE 'ML\_CENT' ALIGNMENT.

Point	Station	Offset	Elevation
S1100	42+15.66	-24.15	874.25
S11Ø1	42+08.15	-24.15	874.01
S1102	42+05.81	-24.15	873.97
S11Ø3	42+05.81	-15.53	874.35
S1104	42+00.81	-13.72	874.39
S1105	42+00.81	-16.05	874.27
S1106	42+00.81	-24.15	873.89
S1107	41+93.15	-24.15	873.78
S11Ø8	41+93.15	-34.15	873.89
S1109	42+00.81	-34.15	874.00
S111Ø	42+08.15	-34.15	874.12
S1111	42+15.66	-34.15	874.35
S1112	42+19.55	-34.15	874.17
S1113	42+46.17	-34.00	874.13
S1114	42+50.13	-34.00	874.29
S1115	42+58.30	-34.00	873.95
S1116	42+67.30	-34.00	873.81
S1117	42+67.30	-24.00	873.70
S1118	42+58.30	-24.00	873.84
S1119	42+50.13	-24.00	874.19



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PROJECT NO:         19C017.05         DESIGNED BY:         T.LECLAIR           PROJECT DATE:	NO DATE BY	REVISION DESCRIPTION	<b>*</b> Foth	CENTER STREET CORRIDOR STREETSCAPE PROJE CLAIR STREET TO W LONE TREE ROAD
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					Point         Station         Offset         Elevat           J200         23+02.56         -21.00         865.0           J201         23+02.56         -21.00         865.0           J202         24+03.28         -21.00         866.0           J203         24+03.28         -18.00         866.0           J204         24+90.08         -21.00         867.3           J205         24+90.08         -18.00         867.3           J205         25+32.00         -21.00         868.0           J207         25+32.00         -21.00         868.1           J208         26+39.25         -21.00         869.6           J209         26+39.25         -18.00         869.6	Lon 13 13 15 11 15 10 17 10
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# PROJECT SPECIFICATIONS FOR CENTER STREET CORRIDOR STREETSCAPE PROJECT

PROJECT No. MC-000-3206

Cedar Falls, Iowa



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#### **DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2022 Edition of the Iowa "Statewide Urban Design and Specifications" (SUDAS) as the City's Standard Specification.

This "Standard Specification" is amended by the current City of Cedar Falls' Supplemental Specifications to the latest edition of the Iowa "Statewide Urban Design and Specifications" (SUDAS).

Links to both documents can be found on the City's website at: <u>www.cedarfalls.com/designstandards</u>

#### **DIVISION 4 – Supplemental Plans and Specifications**

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## NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE CENTER STREET CORRIDOR STREETSCAPING PROJECT IN THE CITY OF CEDAR FALLS, IOWA

# TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for the construction of the Center Street Corridor Streetscape Project in said City at 7:00 p.m. on the 6<sup>th</sup> day of June, 2022, said meeting to be held at the Community Center, 528 Main Street, Cedar Falls, Iowa.

Said Plans, Specifications, and Form of Contract are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract or Estimated Total Cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

Ву:\_\_\_\_\_

Jacqueline Danielsen, MMC City Clerk
# NOTICE TO BIDDERS CENTER STREET CORRIDOR STREETSCAPING PROJECT IN THE CITY OF CEDAR FALLS, IOWA

Time and Place of Pre-Bid Meeting: There will NOT be a pre-bid meeting.

<u>Time and Place for Filing Sealed Proposals</u>: Proposals will only be accepted electronically on the Quest CDN website before 2:00pm on the 7<sup>th</sup> day of June, 2022.

<u>Time and Place Sealed Proposals will be Opened and Considered</u>: Sealed proposals will be publicly opened online at 2:00pm on the 7<sup>th</sup> day of June, 2022 at <u>www.questcdn.com</u>, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 20<sup>th</sup> day of June, 2022 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

<u>Time for Commencement and Completion of Work</u>: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. The Contractor shall fully complete the project no later than November 18<sup>th</sup>, 2022. Liquidated damages in the amount of \$1000 per calendar day shall be assessed for each calendar day that work remains uncompleted after the completion date.

<u>Bid Security</u>: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in Division 1 Section 05. A scanned copy of the Bid Bond must be included with the online bid submitted at <u>www.guestcdn.com</u>.

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and material, or both, in the execution of the work provide for in the contract.

<u>Contract Documents</u>: The contract documents are available at <u>www.cedarfalls.com/QuestCDN</u> and <u>www.questCDN.com</u>. This contract is QuestCDN project number 8108063. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952)233-1632 or <u>info@questcdn.com</u> for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Haley Habinck. No drop-ins will be allowed.

If any prospective bidder is in doubt as the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, through email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Aaron Moniza Foth 411 6<sup>th</sup> Avenue SE, Suite 400 Cedar Rapids, Iowa 52401\_ aaron.moniza@foth.com

Any interpretation of the contract documents will be made in writing and only by addendum with online notification given to bidders. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct or change the contract documents as deemed advisable by the City of Cedar Falls or the Engineer of record.

<u>Preference for Iowa Products and Labor</u>: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with lowa statues, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country give or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from the at state or foreign country. The preferences allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

<u>Sales Tax</u>: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

<u>Project Description</u>: This work involves streetscaping improvements to Center Street from Clair Street to W. Lone Tree Road including new curb, sidewalks, ADA compliant pedestrian ramps,

biocells, and landscaping.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

BY: Jacqueline Danielsen, MMC, City Clerk

# **DIVISION 1 – Instruction to Bidders**

The work comprising the Center Street Corridor Streetscaping Project shall be constructed in accordance with the 2022 edition of the Iowa "SUDAS" and as further modified by the current City of Cedar Falls' Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

## 01 Definition & Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: Center Street Corridor Streetscaping Project; Project No. MC-000-3206

## 02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work

stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

# 03 Contents of the Proposal Forms

## Add the following to Standard Specification Section 1020 – 1.02:

The contract documents are available at <u>www.cedarfalls.com/QuestCDN</u> and <u>www.questCDN.com</u>. This contract is QuestCDN project number 8108063. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952)233-1632 or <u>info@questcdn.com</u> for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Haley Habinck. No drop-ins will be allowed.

## 04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

## 05 Submission of the Proposal, Identity of Bidder & Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a

cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls".

"Miscellaneous Bank checks", as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price, or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature, and title. Also the total bid shall be completed with the entry of "see attached."

The Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidder Status Form, and the Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk City of Cedar Falls City Hall 220 Clay Street Cedar Falls, Iowa 50613 Proposal for: Center Street Corridor Streetscaping Project Project No. MC-000-3206

# FORM OF PROPOSAL CENTER STREET CORRIDOR STREETSCAPING PROJECT CITY OF CEDAR FALLS, IOWA PROJECT NO. MC-000-3206

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that \_\_\_\_\_\_\_\_have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the CENTER STREET CORRIDOR STREETSCAPING PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

ltem	ltem		ltem	Unit Pri	се	Amount		
No.	Code	Description	Quantity and Units	Dollars	Cents	Dollars	Cents	
1	2010-108- D-2	TOPSOIL, COMPOST- AMENDED	672 CY					
2	2010-108- D-3	TOPSOIL, OFF-SITE	315 CY					
3	2010-108- E-0	EXCAVATION, CLASS 10	910 CY					
4	2010-108- J-0	SUBBASE, GRANULAR 6"	3140 SY					
5	SUPPLE MENTAL	BIOCELL AGGREGATE BACKFILL	217 CY					
6	SUPPLE MENTAL	SHOULDER GRAVEL REMOVAL	1 LS					
7	4020-108- A-1	STORM SEWER, TRENCHED, RCP CLASS III, 15"	250 LF					
8	4020-108- D-0	REMOVAL OF STORM SEWER, RCP CLASS III, 12"	76 LF					

9	4040-108- A-0	SUBDRAIN, PERFORATED HDPE, 6"	1295 LF		
10	4040-108- C-0	SUBDRAIN CLEANOUT, TYPE A-2, 6", MODIFIED	12 EA		
11	4040-108- D-0	SUBDRAIN OUTLET AND CONNECTIONS, CMP, 8"	7 EA		
12	SUPPLE MENTAL	CURB OUTLETS, NEENAH R- 3262-3	37 EA		
13	6010-108- B-0	INTAKE, SW-512, 24"	3 EA		
14	6010-108- E-0	MANHOLE ADJUSTMENT, MINOR	10 EA		
15	6010-108- E-0	INTAKE ADJUSTMENT, MINOR	6 EA		
16	6010-108- H-0	REMOVE INTAKE	2 EA		
17	7010-108- A-0	PAVEMENT, PCC, 8"	1052 SY		
18	7010-108- E-0	CURB AND GUTTER, 2.0', 8"	1060 LF		
19	7030-108- C-0 SHARED USE PATH, PCC, 6"		484 SY		
20	7030-108- E-0	SIDEWALK, PCC, 5 IN	1212 SY		
21	7030-108- E-0	SIDEWALK, PCC, 6 IN	77 SY		
22	7030-108- G-0	DETECTABLE WARNING	473 SF		
23	7030-108- H-1	DRIVEWAY, PAVED, PCC, 6"	1160 SY		
24	7040-108- A-0	FULL DEPTH PATCHES, HMA	50 TON		
25	7040-108- H-0	PAVEMENT REMOVAL	3870 SY		
26	SUPPLE MENTAL	ACCENT PAVERS	4887 SF		
27	SUPPLE MENTAL	EDGE RESTRAINT, PCC, 8"	510 LF		
28	8030-108- A-0	TEMPORARY TRAFFIC CONTROL	1 LS		
29	2524- 6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	13 EA		
30	9010-108- B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	1 AC		
31	9010-108- B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TEMPORARY,	2 AC		

		TYPE 4			
32	9030-108- A-0	PLANTS WITH WARRANTY, TREES	15 EA		
33	9030-108- B-0	PLANTS WITH WARRANTY, #SP5 CONTAINER (BIOCELL EDGE)	1985 EA		
34	9030-108- B-0	PLANTS WITH WARRANTY, 1 GAL. CONTAINER (BIOCELL BOTTOM)	816 EA		
35	9040-108- A-1	SWPPP PREPARATION	1 LS		
36	9040-108- A-2	SWPPP MANAGEMENT	1 LS		
37	9040-108- F-1	WATTLE, STRAW, 9"	1326 LF		
38	9040-108- F-2	WATTLE, REMOVAL	1326 LF		
39	9040-108- T-1	INLET PROTECTION DEVICE, FILTER SOCK	4 EA		
40	2523- 0000100	LIGHTING POLES	19 EA		
41	2523- 0000200	ELECTRICAL CIRCUITS	1735 LF		
42	11010- 108-A	CONSTRUCTION SURVEY	1 LS		
43	11020- 108-A	MOBILIZATION	1 LS		
44	11030- 108-A	MAINTENANCE OF POSTAL SERVICE	1 LS		
45	11050- 108-A-0	CONCRETE WASHOUT	1 LS		
46	SUPPLE MENTAL	LANDSCAPING	1 LS		
				Total Bid	

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The

Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of \_\_\_\_\_\_ in the form of \_\_\_\_\_\_, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No.	 Date	
Addendum No.	 Date	
Addendum No.	Date	

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001. Name of bidder

Official Address

By

Title

## BID BOND PROJECT NO. SA-000-3297

KNOW	ALL MEN E	BY THESE	PRESENTS	, that we,					
			, as Princ	ipal, and					-
as Sure	ety are held	and firmly l	bound unto the	e City of Ceda	ar Falls, Iowa,	as Obligee, h	nereinafter cal	led "OBLIG	EE," In the
penal s	sum of				Dollars	(\$	) lawfu	I money of	the United
States,	, for the pay	ment of wh	hich sum will a	ind truly be m	ade, we bind	ourselves, o	ur heirs, exec	utors, admi	inistrators,
and su	ccessors, jo	intly and se	everally, firmly	by these pres	sents. Where	as the Princip	oal has submit	ted the acco	ompanying
bid	dated	the		day	of		,	20	<u>,</u> for

#### NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

	Principal	(Seal)
Witness	Ву	(Title)
	Surety	(Seal)
Witness	Ву	Attornov in fact
vvitness		Attorney-In-fact

## **Bidder Status Form**

To be completed by all bidders	Part A					
Please answer "Yes" or "No" for each of the following:						
Yes       No       My company is authorized to transact business in Iowa. (To help you determine if your company is authorized, please review the worksheet on the next page).         Yes       No       My company has an office to transact business in Iowa.         Yes       No       My company has an office to transact business in Iowa.						
Yes No My company has been conducting business in Iowa for at least 3 years prior to the bids on this project.	first request for					
Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity or my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity of my company is a subsidiary of another business entity entity of my company is a subsidiary of another business entity entity of my company is a subsidiary of another business entity	lidiary of another					
If you answered "Yes" for each question above, your company qualifies as a resider complete Parts B and D of this form.	nt bidder. Please					
If you answered "No" to one or more questions above, your company is a nonreside complete Parts C and D of this form.	ent bidder. Please					
To be completed by resident bidders	Part B					
My company has maintained offices in Iowa during the past 3 years at the following addresses:						
Dates:/to/Address:						
City, State, Zip:						
Dates:/to/ Address:						
City, State, Zip:						
Dates:/to/Address:						
You may attach additional sheet(s) if needed. City, State, Zip:						
To be completed by non-resident bidders	Part C					
1. Name of home state or foreign country reported to the lowa Secretary of State:						
2. Does your company's home state or foreign country offer preferences to bidders who are residents'	? Yes No					
<ol> <li>If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.</li> </ol>						
You may attach addi	tional sheet(s) if needed.					
To be completed by all bidders	Part D					
I certify that the statements made on this document are true and complete to the best of my knowledge failure to provide accurate and truthful information may be a reason to reject my bid.	e and I know that my					
Firm Name:						
Signature: Date:						
You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner. 309-6001 02-14						

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

🗌 Yes 🗌 No	My business is currently registered as a contractor with the lowa Division of Labor.
🗌 Yes 🗌 No	My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
🗌 Yes 🗌 No	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
🗌 Yes 🗌 No	My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
🗌 Yes 🗌 No	My business is a corporation whose articles of incorporation are filed in a state other than lowa, the corporation has received a certificate of authority from the lowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
🗌 Yes 🗌 No	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
🗌 Yes 🗌 No	My business is a limited liability partnership which has filed a statement of qualification in a state other than lowa, has filed a statement of foreign qualification in lowa and a statement of cancellation has not been filed.
Yes 🗌 No	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
🗌 Yes 🗌 No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than lowa, the limited partnership or limited liability limited partnership has received notification from the lowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
🗌 Yes 🗌 No	My business is a limited liability company whose certificate of organization is filed in lowa and has not filed a statement of termination.
🗌 Yes 🛄 No	My business is a limited liability company whose certificate of organization is filed in a state other than lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.

309-6001 02-14

### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER PROJECT NO. SA-000-3297

STATE OF		
COUNTY OF		
	, being first duly sworn, dep	poses and says that:
(1) We are(	owner, partner, officer, representative, or age , the Bidder that has submitted th	ent) of of

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me

this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_

Title

My Commission expires \_\_\_\_\_\_.

# FORM OF CONTRACT

This Contract entered into in <u>quadruplicate</u> at Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_\_ of \_\_\_\_\_\_, hereinafter called the Contractor.

## WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: CENTER STREET CORRIDOR STREETSCAPING PROJECT; PROJECT NO. MC-000-3206 all in the City of Cedar Falls, lowa, ordered to be constructed by the City Council of the City of Cedar Falls, lowa, by Resolution duly passed on the 2<sup>ND</sup> day of May, 2022 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said CENTER STREET CORRIDOR STREETSCAPING PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- I. Maintenance Bond
- m. Form of Contract

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in <u>quadruplicate</u> on the date first herein written.

Contractor

CITY OF CEDAR FALLS, IOWA

By\_

Robert Green, Mayor City of Cedar Falls

Attest:

Jacqueline Danielsen, MMC City Clerk

# **DIVISION 2 – Special Provisions**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the "SUDAS" Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

## 01 Award of Contract

## Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder will be required to furnish a performance, payment, and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

## 02 Availability of Site

## Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor will be required to coordinate all work operations with the Department of Community development, City project contractors, and / or others involved with, but not limited to, the following events:

- 1) Public Works garbage collection operations
- 2) Cedar Falls Util. Co. electrical, communications, gas & water main projects

## 03 Borrow and Waste Sites

## Add the following to Standard Specification Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all proposed disposal sites and determine the acceptability of each. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

## 04 Subletting or Assignment of Contract

## Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty (50%) percent of the total contract cost unless otherwise specified. An item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed

by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

## 05 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work under the proposed contract shall commence within ten (10) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. There is no specified number of allotted working days for this contract; however, the Contractor shall fully complete the project no later than November 18<sup>th</sup>, 2022.

Liquidated damages in the amount of \$1000 per calendar day shall be assessed for each calendar day that work remains uncompleted after November 18<sup>th</sup>, 2022.

## 06 Weekly Record of Working Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset. Contractor is approved to work seven (7) days a week. Night work will be limited to tasks approved by the Engineer.

## 07 Liquidated Damages

Add the following to The SUDAS Standard Specifications Section 1080 – 1.12:

Liquidated damages in the amount of eight hundred (\$1000.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

## 08 Progress Payments

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) Mondays of each month.

Payment for the work may be made in three parts, if requested by the Contractor. The Contractor may request from the Owner a progress payment when the job is 33% complete and another when the job is 66% complete. Final payment will be made upon satisfactory completion of this contract. Payment will be in accordance with the prices set forth in the proposal for the quantity of work performed. This shall include any additional expenses preapproved by the Owner.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such

materials and labor and that the City may retain ten (10) percent of the project cost from the last payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid for in full.

## 09 Pollution Prevention Plan

1. Project Description

This work involves streetscaping improvements to Center Street from Clair Street to W. Lone Tree Road including new curb, sidewalks, ADA compliant pedestrian ramps, biocells, and landscaping.

2. Erosion and Sediment Controls

All contractors and subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the site(s). If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

- 1. Execute Contractor's part of the pollution prevention plan as described.
- 2. Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
- 3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.
- 3. Certification Statement

## N.P.D.E.S. CERTIFICATION

The contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for

Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

## 10 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the CENTER STREET CORRIDOR STREETSCAPOING PROJECT in accordance with the 2022 edition of the Iowa "Statewide Urban Design and Specifications" (SUDAS) for public improvements and as further modified by the current City of Cedar Falls' Supplemental Specifications, except as amended or supplemented as follows:

## 11 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement will be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2022 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the current City of Cedar Falls' Supplemental Specifications to the latest edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

# **DIVISION 4 - SUPPLEMENTAL PLANS AND SPECIFICATIONS**

All work shall be constructed as specified in the Contract documents for the CENTER STREET CORRIDOR STREETSCAPOING PROJECT in accordance with the 2022 Edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the current City of Cedar Falls' Supplemental Specifications to the latest edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

## Item No. 46 – Landscaping

This Section includes all elements of the project associated with the Landscaping not specified elsewhere in the Drawings. Work includes:

Section 9.20.1	Unit Paving
Section 9.20.2	Site Furnishings
Section 9.20.3	Plants

### **SECTION 9.20.1 UNIT PAVING**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of Contract, including Bidding Requirements, General and Supplementary Conditions and Division I Specification Sections, apply to work specified in this Section.

#### **1.2 DESCRIPTION OF WORK**

Provide all labor, materials, equipment and supervision required to furnish and install concrete pavers.

### 1.3 RELATED WORK SPECIFIED ELSEWHERE

A. Division 2 Streets and Related Work: SUDAS Standard Specifications.

#### 1.4 SUBMITTALS

- A. Paver manufacturer's material test data certifying pavers comply with specification.
- B. Paver sample, one of each specified color.

## 1.5 CODES, PERMITS AND FEES

- A. Obtain any necessary permits for this Section of Work and pay any fees required for permits.
- B. The entire installation shall fully comply with all local and state laws and ordinances, and with all established codes applicable thereto.

## 1.6 SITE DISTURBANCES

A. Take precautions to insure that equipment and vehicles do not disturb or damage existing site grading, walks, drives, utilities, plants, etc.

- B. Verify locations and depths of all underground utilities prior to excavation.
- C. Repair and/or return to original condition any damage caused by Contractor's negligence at no cost to Owner.
- D. Provide temporary barricades and warning lights as required for protection of project work and public safety.

#### **PART 2 - PRODUCTS**

### 2.1 CONCRETE PAVERS

- A. "Holland Premier": interlocking paving stones as manufactured by Unilock, Chicago, Illinois.
  - 1. 8 cm depth
  - 2. Compressive strength: Average 8,000 p.s.i. with no individual piece less than 7,500 p.s.i.
  - 3. Water absorption: Not greater than 5%.
  - 4. Color: Rustic Red Premier Finish
  - 5. Pattern: Hollandstone 'C' (herringbone)

### 2.2 NEOPRENE-MODIFIED ASPHALT ADHESIVE

- A. Mastic (asphalt adhesive):
  - 1. Solids (base): 75+1%.
  - 2. Lbs./Gal.: 8-8.5 lb.
  - 3. Solvent: Varsol (over 100 degrees F Flash).
- B. Base (2% Neoprene, 10% Fibers, 88% Asphalt):
  - 1. Melting point ASTM D-36; 200 degrees F minimum.
  - 2. Penetration 77 degrees F, 100 gram load, 5 second (.1 m.m.): 23-
  - 3. Ductility ASTM D-113-44 at 25 degrees C; 5 cm/per minute: 125 cm minute.
- C. After applying neoprene modified asphalt adhesive begin laying pavers from the edge/s referenced on the drawings.

### **PART 3 - EXECUTION**

## 3.1 PREPARATION OF CONCRETE SUB-BASE:

A. Inspect concrete sub-base to ensure surface is clean and built in conformance with details.

B. Verify elevation difference between concrete sub-base and adjacent finish concrete surface to ensure concrete pavers can be installed flush with bordering concrete pavement.

## 3.2 PREPARATION OF ASPHALT BASE:

- A. Apply High Performance Bituminous Mix in 7/8-inch layer over concrete base that is 4 inches below the finished surface grade of the concrete pavers.
- B. Asphalt slab bed surface must be parallel with (have the same slope as) the finish grade of the concrete pavers.
- C. Asphalt surface shall be smooth and free of low spots, voids and debris.

#### **3.3 PREPARATION OF AGGREGATE SUBBASE:**

- A. Verify that the subgrade soil is free of standing water.
- B. Stockpile Setting Bed Sand, Joint Sand, and Base Aggregate materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
- C. Place base aggregate to depth as shown in Drawings.
- D. Compact soil subgrade uniformly to at least 95 percent of Standard Proctor Density per ASTM D 698 for pedestrian areas. Compact soil subgrade uniformly to at least 98 percent Modified Proctor per ASTM D 1557 for vehicular areas. Stabilization of the subgrade and/or base material may be necessary with weak or saturated subgrade soils.
- E. Trim the subgrade to within 0 to ½ in. (0 to 13mm) of the specified grades. Do not deviate the surface of the prepared subgrade by more than 3/8 in. (10mm) from the bottom edge of a 39 in. (1m) straight edge laid in any direction.

#### **3.4 PLACEMENT OF CONCRETE PAVERS:**

- A. Begin laying pavers from the edges referenced on the drawings.
- B. Place pavers by hand.
- C. Always work on top of laid pavers.
- D. A chalk line may be snapped on asphalt base to assist in alignment of pavers.
- E. Complete placement of whole pavers over entire area.
- F. Complete placement of pavers by placing cut pavers along edges.

## **3.5 JOINT FILLING:**

A. Cross directionally sweep a thin layer of sand over the entire paver area.

#### 3.6 CLEAN-UP:

A. Sweep excess sand from paved surfaces and remove from site.

## SECTION 9.20.2 SITE FURNISHINGS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes.
  - 1. Bicycle Racks
  - 2. Trash Receptacles
  - 3. Benches

#### 1.2 SUBMITTALS

- A. See Section 01 33 23 Submittals, for submittal procedures.
- B. Product Data: Provide manufacturer's data for each type of product indicated.
- C. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
- D. Size: Not less than 4-inch-square sheet components.
- E. Manufacturer's Instructions: Indicate conditions requiring special procedures.
- F. Maintenance Data: For site furnishings to include in maintenance manuals.

## 1.3 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of site furnishing(s) through one source from a single manufacturer.
- B. Installer Qualifications: Company specializing in performing the work of this section and approved by manufacturer.

## 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver products to site in manufacturer's original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.
- B. Storage: Store products in a protected, dry area in manufacturer's unopened containers and packaging.
- C. Handling: Protect product's finish from damage during handling and installation.

## PART 2 PRODUCTS

## 2.1 BICYCLE RACKS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings:
  - 1. Dero Bike Rack Co., Minneapolis, MN: "Hoop Rack" Model, surface mount. Finish: Powdercoat Black. No Lean-bar Ph: 888-337-6729.

### 2.2 TRASH RECEPTACLES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings:
  - 1. Victor Stanley, Inc., Dunkirk, MD: "SD-42 Ironsites Collection" Model, surface mount, sideopening, 36 gal with polyethylene liner. Finish: Powdercoat Black. Ph: 800-368-2573.

#### 2.3 BENCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings:
  - 1. DuMor Inc., Mifflintown, PA: "Model 58-60" Model, surface mount, 69" length, backed, Finish: Powdercoat Black. Ph: 800-598-4018.

## PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

## 3.3 CLEANING

A. After completing site furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

#### 3.4 WASTE MANAGEMENT

A. Separate and dispose of waste in accordance with the Project's Waste Management Plan. Refer to Section 01 74 19 - Construction Waste Management and Disposal.

#### SECTION 9.20.3 PLANTS

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of Contract, including Bidding Requirements, General and Supplementary Conditions and Division I Specification Sections, apply to work specified in this Section.

#### **1.2 WORK INCLUDED**

Provide all labor, materials, equipment and supervision required for the installation of all proposed plant material.

#### 1.3 DELIVERY, HANDLING AND TEMPORARY STORAGE

- A. Install plant material on the day of delivery to the site; in the event this is not possible, protect that stock not planted.
- B. Keep plant material that cannot be planted immediately after delivery in the shade, well protected with soil, wet moss or other acceptable material and well watered.
- C. Do not bind plants with wire or rope at any time so as to damage the bark or break branches.
- D. Lift and handle plants from the bottom of the ball only.
- E. Plants moved with a ball will not be accepted if the ball is cracked, loose or broken before or during planting operations.
- F. Deliver fertilizer to site in original, unopened containers, each bearing manufacturer's guaranteed analysis.
- G. Store packaged materials off ground and protect from moisture.

### 1.4 CODES, PERMITS AND FEES

- A. Obtain any necessary permits for this Section of Work and pay any fees required for permits.
- B. The entire installation shall fully comply with all local and state laws and ordinances, and with all established codes applicable thereto.

#### 1.5 JOB CONDITIONS

- A. Existing Utilities:
  - 1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during this work.
  - 2. Underground utilities shown on the drawings have been taken from existing public records, Owner's records available as-built drawings and are correct to the best of our knowledge, provided for information only.

- 3. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult Utility Owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities caused by Contractor's negligence to the satisfaction of Utility Owner at no cost to the Project Owner.
- 4. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Owner's Representative and then only after acceptable temporary utility services have been provided.
- 5. Provide minimum of 48-hour notice to Owner and Owner's Representative and receive written notice to proceed before interrupting any utility.
- B. Protection of Persons and Property:
  - 1. Barricade open excavations occurring as part of this work and post with warning lights.
  - 2. Operate warning lights as recommended by authorities having jurisdiction.
  - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by this work.
  - 4. Perform excavation within drip-line of large trees to remain by hand, and protect the root system from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with burlap. Paint root cuts of 1" diameter and larger with emulsified asphalt tree paint.

### 1.6 INSPECTION AND APPROVAL

- A. All materials described and specified herein are subject to inspection and approval by Owner's Representative.
- B. Materials may be inspected by the Owner's Representative at source of supply or the Owner's Representative may require the Contractor to submit color slides and/or photographs which illustrate the specified plant material at the source of supply.
- C. This inspection does not waive the right to reject any material after it has been delivered to the site and/or installed.

#### 1.7 INITIAL INSPECTION AND ACCEPTANCE

- A. Initial inspection of the planting to determine completion of contract work, exclusive of possible replacement of plants, will be made by the Owner's Representative upon completion of the work.
- B. Initial inspection will not be conducted unless all items of work as outlined in 3. EXECUTION have been completed.
- C. Five (5) days prior to the anticipated date of inspection submit written notice requesting inspection to Owner's Representative.
- D. After inspection, the Contractor will be notified in writing, by the Owner, of initial acceptance of inspected work exclusive of the possible replacement of plants and correction of deficiencies in the requirements for completion of the work.
- E. Maintain, as specified, areas not acceptable until corrections are completed and reinspection is conducted.
- F. If a significant time delay (sixty to ninety days) is encountered, through no fault of the Landscape Contractor, inspection and initial acceptance of a major portion of the plantings may be granted.
- G. All plants shall be alive and healthy at the time of initial acceptance.

H. Replacement of rejected plants before initial acceptance to meet the terms of initial acceptance shall not be considered a part of the guaranty and replacement requirement of this Specification.

### **1.8 GUARANTEE, REPLACEMENT AND FINAL INSPECTION:**

- A. Guarantee plants for the duration of one (1) full year after they are initially accepted as defined herein.
- B. Plants shall be alive and in good, healthy and flourishing condition of growth at the end of the guaranty period.
- C. At the end of the guaranty period, final inspection will be made by Owner's Representative upon written notice requesting such inspection; submit notice to Owner's Representative at least ten (10) days before the anticipated date of inspection.
- D. Any plant, required under this Contract, that is dead or not in a vigorous, thriving condition, as determined by Owner's Representative at the time of Final Inspection, will be removed from the site.
- E. Plants that are missing at the time of Final Inspection are to be installed during the specified planting season when weather and site conditions permit.
- F. In case of any questions regarding the condition and satisfactory establishment of a rejected plant, the Landscape Contractor may elect to allow such plant to remain through another complete growing season. If at that time the rejected plant is found to be dead, in an unhealthy or badly impaired condition, it shall be replaced.
- G. After Initial Acceptance, replace plants (once during or at the end of the guaranty period) that are observed to be dead or in a badly impaired condition.
- H. One replacement after initial acceptance shall constitute fulfillment of Contractor's guaranty for the particular plant replaced.
- I. Replacement Plants: Plants of the same kind and size as specified in the Plant Schedule; furnished and planted as specified herein.
- J. Replacement Plants: Guyed or staked, mulched, wrapped, fertilized, pruned and restored to original condition as originally specified at no cost to Owner.
- K. Make all necessary repairs to grades, lawns and paving required because of plant replacements, at no cost to the Owner.
- L. Plant Replacement Cost: Borne by Contractor except for possible replacements resulting from removal, loss or damage due to occupancy of project in any part, vandalism, civil disobedience, or acts of neglect on the part of others, physical damage by animals, vehicles, fire, etc., or losses due to curtailment of water by local authority, or to "Acts of God". Floods, tornadoes, wind of hurricane force, and hail are not normal and the damage they do cannot be calculated in a bid.

### **PART 2 - PRODUCTS**

## 2.1 PLANT MATERIALS

A. Plant Schedule: A list of plant materials is scheduled on the Drawing. In the event of any discrepancy between this schedule and the Plan Drawing showing the plants, the Plan Drawing shall govern.

- B. Certification of inspection of plant materials required by Federal, State or other governmental agencies to accompany all shipments to be furnished to the Owner's Representative.
- C. Nomenclature: The names of plants required under this Contract conform to those given in the "Standardized Plant Names", 1942 Edition, prepared by the American Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform generally with names accepted in the nursery trade.
- D. Standards: All plant materials, grading, sizes, methods, etc., are to conform to the Standards of the American Association of Nurserymen, Inc., as contained in their current publication "American Standard for Nursery Stock", (ANSI Z60.1-1996). In the event there is a discrepancy between these standards and this Specification, the most restrictive requirement shall govern.
- E. Labeling: Legibly tag all plants as to name and size.
- F. Species and Variety: True to name as specified. Plants approved as true to name at time of initial acceptance which, during the guaranty period, exhibit characteristics indicating they are not true to name will be replaced at no cost to the Owner.
- G. Availability: Before submitting his bid, the Contractor shall have investigated the sources of supply and satisfied himself that he can supply the listed plants in the size, variety and quality listed and specified. Failure to take this precaution will not relieve the Contractor from his responsibility for furnishing and installing all plant materials in strict accordance with the Contract Documents without additional cost to the Owner.
- H. Quality:
  - 1. Growth habit typical for species and as indicated on the Plant Schedule.
  - 2. Sound, healthy, vigorous and free from insect pests, plant diseases and injuries.
  - 3. One sided plants or plants taken from tightly planted nursery rows will be rejected.
- I. Size and Form:
  - 1. Equivalent or exceed measurements specified in the Plant Schedule.
  - 2. Measured before pruning with branches in normal position. Height and spread specified refers to main body of plant and not from tip to tip of branches or roots.
  - 3. Caliper of trees less than four inches (4") taken six inches (6") above ground level. Trees four inches (4") and over measured one foot (1') above ground level.
  - 4. Specified trunk height can be obtained by pruning lower branches of a plant after the plant has been installed; however, pruning to achieve specified trunk height is to occur only after Owner's Representative has inspected plant and directed Contractor as to the amount of pruning required.
  - 5. Where specified by caliper, no one stem of a specific multi-stemmed plant shall be smaller than the caliper size specified.
- J. Balled and Burlapped Plants:
  - 1. Designated as "B&B"; dug with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant.
  - 2. In compliance with ANSI Z60.1-1996.
  - 3. Balls: Firmly wrapped with burlap or similar biodegradable material and bound with twine, cord, or wire mesh.
  - 4. Where necessary to prevent breaking or cracking of the ball during the process of planting, the ball may be secured to a platform. Broken or loose balls will not be accepted.
  - 5. A container grown plant, in lieu of a "B&B" plant, will be accepted provided it meets specified sizes and complies with ANSI Z60.1-1996.

- 6. A machine moved plant, in lieu of a "B&B" plant, will be accepted provided it meets specified sizes and complies with ANSI Z60.1-1996.
- K. Container Grown Plants:
  - 1. Container size as specified in Plant Schedule.
  - 2. In compliance with ANSI Z60.1-1996.

### 2.2 PLANTING SOIL

- A. Soil excavated from planting pits that is similar in nature to topsoil and is determined to be suitable for planting soil shall be thoroughly mixed with one (1) part of compost to five (5) parts of existing soil.
- B. Very poor soils of clay, gumbo, gravel, hard-pan, or other soils injurious to plants shall not be used.
- C. If quantity of soil excavated from planting pits is not adequate for planting, furnish planting soil consisting of partially decomposed vegetable matter of natural occurrence; black, clean, low in content of mineral or woody material, mildly acid, fertile and friable. Mix with one (1) part of compost to five (5) parts of soil.
- D. Dispose of soil excavated from planting hole that is determined not to be of quality required or is not needed to be used for planting soil.

#### 2.3 **PEAT**

A domestic product consisting of partially decomposed vegetable matter of natural occurrence; black, clean, granulated or shredded.

## 2.4 FERTILIZER

- A. Similar or equivalent to Milorganite (6-3-0).
- B. Uniform in composition, dry and free flowing.
- C. Fertilizer which becomes caked or otherwise damaged making it not suitable for use, will not be accepted.

## 2.5 MULCH

- A. River Rock Mulch, 1-3" dia.
- B. Depth and locations as shown on drawings.
- C. Furnish in bags or bulk.
- D. Submit sample for approval by Owner's Representative.

### 2.6 STAKING, GUYING AND WRAPPING MATERIALS:

- A. Stakes: Similar or equivalent to steel farm fence posts, green vinyl coated or painted black with a rust inhibiting paint. All stakes the same color.
- B. Wire: No. 11 gauge pliable galvanized wire.
- C. Hose: New green or black 2-ply one-half inch (1/2") diameter reinforced rubber garden hose; all hose the same color.

- D. Guying cable: Five-strand, three-sixteenth inch (3/16") diameter, steel cable. Attach wire cable clamps and turnbuckles (galvanized or aluminum).
- E. Steel auger type screw anchor with twenty-four inch (24") rod length and three inch (3") plate.
- F. Wrapping material: Heavy crinkle crepe tree wrapping paper in strips four to ten inches (4-10") wide.

### 2.7 ALUMINUM EDGING:

- A. Product: Permaloc StructurEdge, 3/16" (4.8mm) x 2-1/4" (57mm) high, extruded aluminum, 6063 alloy, T6 hardness, paver restraint edging for straight-line and curvilinear applications in corrugated L-shaped profile, as manufactured by Permaloc Corporation, Holland MI 49424, telephone (800) 356-9660 or (616) 399-9600. Horizontal base shall have holes spaced 4 inches (102 mm) apart along its length to receive spikes, or equal.
- B. Thickness: 3/32 inch (2.4 mm) gage section shall have 0.170 inch (4.32 mm) thick exposed top lip, 1/8 inch (3.2 mm) gage section shall have 0.190 inch (4.83 mm) thick exposed top lip, and 3/16 inch (4.8 mm) gage section shall have 0.210 inch (5.33 mm) thick exposed top lip.
- C. Length: 8 feet (2.44 meters).
- D. Connection Method: Section ends shall splice together with horizontal 0.060 inch (1.52 mm) thick x 1 inch (25 mm) wide x 4 inches (102 mm) long aluminum sliding connector.
- E. Anchoring: 3/8 inch x 10 inches (9.5 mm x 254 mm) bright spiral steel spike. Use plastic washers if desired.
- F. Finish: Mill Finish.
- G. Warranty: 15-year limited material warranty for paver restraint edging from manufacturing defects in workmanship or material.

## 2.8 WEED PREVENTER:

- A. Dacthal or equivalent.
- B. For groundcovers and shrub plant beds only.
- C. Apply as per manufacturer's recommendation.

#### **PART 3 - EXECUTION**

#### **3.1 COMMENCEMENT DATE:**

A. At the earliest possible date site conditions permit.

## 3.2 PLANTING SEASON FOR BALLED AND BURLAPPED AND CONTAINER GROWN PLANTS:

- A. Deciduous trees and shrubs: April 1 to June 1 and August 15 to November 15.
- A. Evergreen trees and shrubs: April 1 to June 1 and August 15 to October 15.

## **3.3 PREPARATION:**

- A. Stake out on the ground the locations of all plants and obtain approval of the Owner's Representative before excavation is begun.
- B. Relocate incorrectly located plants at no expense to the Owner.

#### **3.4 EXCAVATION:**

- A. Excavate the plant pit, centered at the location stake.
- B. Planting soil for backfilling shall be kept separate from excavated subsoil.
- B. Excavate the plant pit large enough to provide for at least six inches (6") of planting soil backfill around and beneath the root system.
- C. Where surface or subsurface conditions prevent digging a plant pit to specified dimensions, obtain approval from Owner's Representative to modify location of pit dimensions.

#### **3.5 DRAINAGE TEST:**

- A. Randomly select a representative number of shrub plant pits in each shrub planting area and test for drainage prior to planting.
- B. Test all tree plant pits for drainage.
- D. Fill each selected plant pit with water and let stand for twenty-four (24) hours.
- E. Do not proceed with planting where drainage problems are apparent.
- F. Report to the Owner's Representative areas which do not drain within twenty-four (24) hours.

#### 3.6 PLANTING:

- A. Groundcover:
  - 1. Cultivate groundcover areas six inches (6") deep and grade smooth immediately before planting groundcover plants.
  - 2. Before planting, spread commercial fertilizer at the rate of one-eighth (1/8) pound per plant over entire groundcover area, and cultivate into top six inches (6") of soil.
  - 3. Plant groundcover to within one foot (1') of trunk of tree or shrub planted within the area unless noted otherwise on the Drawings.
  - 4. After planting and before mulching, spread weed preventer over plant bed soil surface as per manufacturer's recommendation.
  - 5. Install mulch to depth of three inches (3") over entire groundcover bed.
- B. Balled and Burlapped and Container Grown Plants:
  - 1. Center the root ball in the plant pit resting on six inches (6") of well tamped planting soil.
  - 2. Backfill the plant hole with planting soil placed in layers around the root ball.
  - 3. Carefully tamp each layer in place in a manner to avoid injury to roots or ball.

- 4. When approximately two-thirds (2/3) of the plant hole has been backfilled, fill the hole with water and allow the soil to settle around the roots.
- 5. Set top of root ball level with the surrounding grade as shown in the Planting Details.
- 6. Place mulch as indicated in the Planting Details.
- 7. Cut cord or wire securing burlap at base of tree.

#### 3.7 FERTILIZING B&B AND CONTAINER GROWN PLANTS:

- A. Trees and Shrubs: Mix with backfill.
- B. Large shade trees: Two (2) pounds per inch of caliper.
- C. Small trees: One (1) pound per inch of caliper.
- D. Shrubs: One-quarter (1/4) pound per foot height.
- E. Evergreens: One-eighth (1/8) pound per foot height or spread.
- F. Vines and groundcover: One-eighth (1/8) pound per plant; place in bottom of plant pit.
- G. Herbaceous plants: One-eighth (1/8) pound per plant.

#### 3.8 STAKING:

- A. Stake evergreen trees eight feet (8') in height and less and deciduous trees having a trunk caliper of three inches (3") or less.
- B. Use two (2) stakes driven vertically to depth to provide a firm structure.
- C. Attach wire to the stake at a point approximately four feet (4') from the ground and attach to the tree at the same height.
- D. Encase the wire in rubber hose to avoid direct contact between wire and bark of tree.
- E. Place stakes opposite each other in an east-west direction and drive with a slight tilt away from each at the top so that slight tension can be placed on the wires when attached.
- F. All staking material may be salvaged by the Landscape Contractor twelve to eighteen (12-18) months after planting.

### 3.9 GUYING:

- A. Anchor and guy evergreen trees over eight feet (8') in height and deciduous trees having a trunk caliper of more than two and one-half inches (2 1/2") with three (3) guying cables, unless shown otherwise on the Drawings, Plant Schedule or Planting Details.
- B. Space three (3) guys equally about each tree.
- C. Each guy will consist of three-sixteenth inch (3/16") cable attached to the tree trunk at an angle of thirty (30) to forty-five (45) degrees at about two-thirds (2/3) of the height of the tree and anchored at the ground to earth anchors as specified.
- D. Make all cable fastenings with an approved cable clamp and turnbuckle.

E. All guying materials may be salvaged by the Landscape Contractor twelve to eighteen (12-18) months after planting.

#### 3.10 WRAPPING:

- A. Promptly after planting, wrap trunks of all deciduous trees with tree wrapping paper spirally from ground line to bottom branches.
- B. Neat and snug; materials held in place by a suitable cord; tapes are unacceptable.

### 3.11 EROSION CONTROL NETTING:

- A. Install in accordance with manufacturer's recommendations.
- B. Install at the location shown on drawings.

#### 3.12 PRUNING AND REPAIR:

- A. Prior to initial inspection, prune all trees and shrubs and repair any injuries.
- B. Limit the amount of pruning to the minimum necessary to remove dead or injured branches and twigs.
- C. Maintain the natural habit, shape and specified size of the plant.
- D. Make all cuts flush; leave no stubs.
- E. On all cuts over three-quarters inch (3/4") in diameter and bruises or scars on the bark, trace the injured cambium back to living tissue and remove; smooth and shape wounds so as not to retain water and coat the treated area with an approved antiseptic tree paint.

#### 3.13 MULCH:

- A. Install at consistent depth as shown on drawings.
- B. Sub-grade surface of areas to receive mulch shall be sloped to drain, smooth and free of ruts and clods.

### 3.14 CLEAN UP:

- A. Remove any soil, peat or similar material that has been brought onto paved areas by planting operations keeping those areas clean at all times.
- B. Upon completion of the planting, dispose of all excess soil and stones resulting from the planting operation.
- C. Remove all debris, resulting from planting operations, from the site.

### 3.15 MAINTENANCE:

- A. Begin immediately following installation of plants and continue until initial acceptance.
- B. Include watering, weeding, cultivating, mulching, removal of dead material, resetting plants to proper grades or upright position and restoration of the planting saucer, and other necessary operations.

- C. If any planting is done after lawn preparation, provide proper protection to lawn areas and repair any damage resulting from planting operation promptly at no cost to the Owner.
- D. Landscape Contractor is responsible for maintaining plants from their arrival on site until the punch list approval and initial acceptance. Maintenance after initial acceptance of the planting will be performed by the Owner.
- E. Furnish detailed written recommended maintenance program to the Owner with a copy to Owner's Representatives, prior to initial acceptance of the various planting areas.
- F. Maintenance performed by the Owner in accordance with recommended program will not affect the Landscape Contractor's obligation to guarantee and replace defective plants as herein described.



## 100% PLAN OPINION OF PROBABLE CONSTRUCTION COSTS CITY OF CEDAR FALLS CENTER STREET CORRIDOR STREETSCAPE PROJECT City Project Number MC-000-3206 3/28/2022

Bid Date: 4/22/2022

Dia Date: 4/22/2021						DIVISION 1	(City	Funding)
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	ι	JNIT PRICE	QUANTITY		SUBTOTAL
1	2010-108-D-2	TOPSOIL, COMPOST-AMENDED	CY	\$	95.00	672	\$	63,840.00
2	2010-108-D-3	TOPSOIL, OFF-SITE	CY	\$	25.00	315	\$	7,875.00
3	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$	25.00	910	\$	22,750.00
4	2010-108-J-0	SUBBASE, GRANULAR 6"	SY	\$	10.00	3140	\$	31,400.00
5	SUPPLEMENTAL	BIOCELL AGGREGATE BACKFILL	CY	\$	15.00	217	\$	3,255.00
6	SUPPLEMENTAL	SHOULDER GRAVEL REMOVAL	LS	\$	140,000.00	1	\$	140,000.00
7	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 15"	LF	\$	100.00	250	\$	25,000.00
8	4020-108-D-0	REMOVAL OF STORM SEWER, RCP CLASS III, 12"	LF	\$	60.00	76	\$	4,560.00
9	4040-108-A-0	SUBDRAIN, PERFORATED HDPE, 6"	LF	\$	18.00	1295	\$	23,310.00
10	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-2, 6", MODIFIED	EA	\$	1,000.00	12	\$	12,000.00
11	4040-108-D-0	SUBDRAIN OUTLET AND CONNECTIONS, CMP, 8"	EA	\$	300.00	7	\$	2,100.00
12	SUPPLEMENTAL	CURB OUTLETS. NEENAH R-3262-3	EA	\$	250.00	37	\$	9,250.00
13	6010-108-B-0	INTAKE, SW-512, 24"	EA	\$	5.500.00	3	\$	16,500.00
14	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	\$	1.500.00	10	\$	15.000.00
15	6010-108-E-0	INTAKE ADJUSTMENT, MINOR	EA	\$	1.500.00	6	\$	9.000.00
16	6010-108-H-0	REMOVE INTAKE	EA	\$	2,500.00	2	\$	5.000.00
17	7010-108-A-0	PAVEMENT, PCC, 8"	SY	\$	60.00	1052	\$	63,120,00
18	7010-108-E-0	CURB AND GUTTER, 2.0', 8"	LF	\$	60.00	1060	\$	63,600,00
19	7030-108-C-0	SHARED USE PATH PCC 6"	SY	\$	45.00	484	\$	21 780 00
20	7030-108-E-0	SIDEWALK PCC 5 IN	SY	\$	45.00	1212	\$	54 540 00
21	7030-108-E-0	SIDEWALK PCC 6 IN	SY	\$	50.00	77	\$	3 850 00
22	7030-108-G-0		SF	\$	45.00	473	\$	21 285 00
23	7030-108-H-1	DRIVEWAY PAVED PCC 6"	SY	\$	45.00	1160	\$	52 200 00
24	7040-108-A-0	FILL DEPTH PATCHES HMA	TON	\$	125.00	50	\$	6 250 00
25	7040-108-H-0	PAVEMENT REMOVAL	SY	\$	20.00	3870	\$	77 400 00
26	SUPPLEMENTAL		SF	\$	15.00	4887	\$	73 305 00
27	SUPPLEMENTAL	EDGE RESTRAINT PCC 8"	I F	\$	25.00	510	\$	12 750 00
28	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	\$	25.000.00	1	\$	25.000.00
29	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	FA	\$	500.00	13	\$	6 500 00
30	9010-108-B-0	HYDRAULIC SEEDING SEEDING FERTILIZING AND MULCHING TYPE 1	AC	\$	5 000 00	1	\$	5 000 00
31	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TEMPORARY, TYPE 4	AC	\$	3 500 00	2	\$	7 000 00
32	9030-108-A-0	PLANTS WITH WARRANTY TREES	FA	\$	500.00	15	\$	7 500 00
33	9030-108-B-0	PLANTS WITH WARRANTY #SP5 CONTAINER (BIOCELLEDGE)	FA	\$	15.00	1985	\$	29 775 00
34	9030-108-B-0	PLANTS WITH WARRANTY 1 GAL CONTAINER (BIOCELL BOTTOM)	FA	\$	28.00	816	\$	22 848 00
35	9040-108-A-1	SWPPP PREPARATION	15	\$	1 500 00	1	\$	1 500 00
36	9040-108-A-2	SWPPP MANAGEMENT	15	\$	2 500 00	1	\$	2 500 00
37	9040-108-F-1	WATTLE STRAW 9"	 I F	\$	2.50	1326	\$	3 315 00
38	9040-108-F-2	WATTLE BENOVAL	 I F	\$	1.00	1326	\$	1 326 00
39	9040-108-T-1	IN ET PROTECTION DEVICE FILTER SOCK	EA	\$	150.00	4	\$	600.00
40	2523-0000100	LIGHTING POLES	FA	\$	2 000 00	19	\$	38 000 00
41	2523-0000200		L F	\$	15.00	1735	\$	26 025 00
42	11010-108-A		1.5	\$	12 000 00	1	\$	12 000 00
43	11020-108-A	MOBILIZATION	1.5	\$	40,000,00	1	\$	40,000,00
44	11030-108-A		15	\$	5 000 00	1	\$	5 000 00
45	11050-108-A-0		1.5	\$	2 000 00	1	\$	2 000 00
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SUBTOTAL CONS	TRUCTION						\$	1,076,809.00
	(50()						$\square$	
CONTINGENCIES	(5%)			+			+	
CONSTRUCTION	TOTAL							
								-

#### TOTAL PROJECT COST

Optional Added Construction

Shoulder Graval Removal between south end of Center Street project to Cedar River Bridge (included)

Notes 1) City CIP Budget: \$1,375,000

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0	315	\$	7.875.00					
0	910	\$	22,750.00					
0	3140	\$	31,400.00					
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0	1295	\$	23,310.00					
0	12	\$	12,000.00					
0	7	\$	2,100.00					
0	37	\$	9,250.00					
0	3	\$	16,500.00					
0	10	\$ ¢	15,000.00					
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0	1052	\$	63 120 00					
0	1060	\$	63,600.00					
0	484	\$	21,780.00					
0	1212	\$	54,540.00					
0	77	\$	3,850.00					
0	473	\$	21,285.00					
0	1160	\$	52,200.00					
0	50	\$ ¢	6,250.00					
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0	510	\$ \$	12 750 00					
0	1	\$	25,000.00					
0	13	\$	6,500.00					
0	1	\$	5,000.00					
0	2	\$	7,000.00					
0	15	\$	7,500.00					
0	1985	\$	29,775.00					
0	816	\$ ¢	22,848.00					
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0	1326	\$	3.315.00					
0	1326	\$	1,326.00					
0	4	\$	600.00					
0	19	\$	38,000.00					
0	1735	\$	26,025.00					
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		\$	53,840.00					
		\$	1,130,649.00					
		\$	1,130,649					


**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:** May 9, 2022
- SUBJECT: 2022 Bond Sale

On July 18<sup>th</sup>, the City is scheduled to sell General Obligation Capital Loan Notes for various purposes and projects at outlined on the City's Capital Improvements Program (CIP). Prior to that sale, the City must hold a public hearing authorizing the maximum amount of the bond sale. We are requesting that the public hearing be held on June 6, 2022. You will note that the resolutions for the hearings and sales are separated into various pieces on the Council agenda. This is due to the requirement of disclosing amounts for general corporate purpose and essential corporate purpose.

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

# ITEMS TO INCLUDE ON AGENDA

# CITY OF CEDAR FALLS, IOWA

Not to exceed \$3,200,000 General Obligation Capital Loan Notes (ECP)

• Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

# NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

May 16, 2022

The City Council of the City of Cedar Falls, State of Iowa, met in <u>Regular</u> session, in the Community Center, 528 Main Street, Cedar Falls, Iowa, at <u>7:00 P.M.</u>, on the above date. There were present Mayor <u>Robert M. Green</u>, in the chair, and the following named Council Members:

Abcont	
Ausem.	

Vacant:

\* \* \* \* \* \* \*

Council Member \_\_\_\_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ECP) OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES:	 	 	

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO.

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ECP) OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$3,200,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Community Center, 528 Main Street, Cedar Falls, Iowa, at <u>7:00 P.M.</u>, on the 6<sup>th</sup> day of June, 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$3,200,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$3,200,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

#### (To be published on or before: May 24, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ECP) OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing on the 6<sup>th</sup> day of June, 2022, at <u>7:00 P.M.</u>, in the Community Center, 220 Clay Street, Cedar Falls, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$3,200,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this 16<sup>th</sup> day of May, 2022.

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

(End of Notice)

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

(SEAL)

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

### NOTICE OF PUBLIC HEARING

(Not To Exceed \$3,200,000 General Obligation Capital Loan Notes (ECP))

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2022.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

(SEAL)

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## ITEMS TO INCLUDE ON AGENDA

# CITY OF CEDAR FALLS, IOWA

Not to exceed \$600,000 General Obligation Capital Loan Notes (GCP-1)

• Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

# NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

May 16, 2022

The City Council of the City of Cedar Falls, State of Iowa, met in <u>Regular</u> session, in the Community Center, 528 Main Street, Cedar Falls, Iowa, at <u>7:00 P.M.</u>, on the above date. There were present Mayor <u>Robert M. Green</u>, in the chair, and the following named Council Members:

Abcont	
Ausent.	 

Vacant: \_\_\_\_\_

\* \* \* \* \* \* \*

Council Member \_\_\_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$600,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP-1) OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO.

# RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$600,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP-1) OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$600,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council meet in the Community Center, 528 Main Street, Cedar Falls, Iowa, at <u>7:00 P.M.</u>, on the 6<sup>th</sup> day of June, 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$600,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$600,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

#### (To be published on or before: May 24, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$600,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP-1) OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing on the 6<sup>th</sup> day of June, 2022, at <u>7:00 P.M.</u>, in the Community Center, 528 Main Street, Cedar Falls, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$600,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 16<sup>th</sup> day of May, 2022.

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

(End of Notice)

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

(SEAL)

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

### NOTICE OF PUBLIC HEARING

(Not To Exceed \$600,000 General Obligation Capital Loan Notes (GCP-1))

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2022.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

(SEAL)

02045795-1\10283-185

## ITEMS TO INCLUDE ON AGENDA

# CITY OF CEDAR FALLS, IOWA

Not to exceed \$700,000 General Obligation Capital Loan Notes (GCP-2)

• Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

## NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

May 16, 2022

The City Council of the City of Cedar Falls, State of Iowa, met in <u>Regular</u> session, in the Community Center, 528 Main Street, Cedar Falls, Iowa, at <u>7:00 P.M.</u>, on the above date. There were present Mayor <u>Robert M. Green</u>, in the chair, and the following named Council Members:

Abconti	
Ausem.	

Vacant:

\* \* \* \* \* \* \*

Council Member \_\_\_\_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP-2) OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO.

RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL
OBLIGATION CAPITAL LOAN NOTES (GCP-2) OF THE
CITY OF CEDAR FALLS, STATE OF IOWA (FOR GENERAL
CORPORATE PURPOSES), AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council meet in the Community Center, 528 Main Street, Cedar Falls, Iowa, at <u>7:00 P.M.</u>, on the 6<sup>th</sup> day of June, 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$700,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

#### (To be published on or before: May 24, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP-2) OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing on the 6<sup>th</sup> day of June, 2022, at <u>7:00 P.M.</u>, in the Community Center, 528 Main Street, Cedar Falls, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 16<sup>th</sup> day of June, 2022.

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

(End of Notice)

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

(SEAL)

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

### NOTICE OF PUBLIC HEARING

(Not To Exceed \$700,000 General Obligation Capital Loan Notes (GCP-2))

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2022.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Jacqueline Danielsen, MMC, City Clerk City of Cedar Falls, State of Iowa

(SEAL)

02045802-1\10283-185



nva

**DEPARTMENT OF FINANCE & BUSINESS OPERATIONS** 

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

# INTEROFFICE MEMORANDUM

- TO: Mayor Green and City Council Members
- FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
- **DATE:** May 6, 2022
- SUBJECT: Storm Water Rate Increases

On May 2<sup>nd</sup> a presentation in regards to storm water rate increases was made at the Committee of the Whole Meeting. During that meeting, staff outlined the various projects on the current CIP that used storm water funding and also noted projections related to operating costs and stresses on the fund looking forward. Staff outlined the proposed increase of 7% each year for the next 5 years and the impacts of those increases on the average home. Staff noted that the 7% increase would also affect commercial rates and that staff is proposing maintaining the same method in calculating commercial rates. The Council voted to direct staff to draft an ordinance to establish the storm water rate increases as presented. The attached ordinance implements the proposed rate increases.

If you have any questions regarding the ordinance, please feel free to contact Chase Schrage or myself.

### ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 24-230, ESTABLISHMENT OF STORMWATER MANAGEMENT FEE, OF ARTICLE III, STORMWATER MANAGEMENT PROGRAM, OF CHAPTER 24, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY REPEALING AND REPLACING THE RATE TABLES IN SUBSECTION 24-230(a) IN ORDER TO ESTABLISH NEW STORMSEWER MANAGEMENT FEES.

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

The untitled Tables found in Subsection (a) of Section 24-230, Establishment of Stormwater Management Fee, of Article III, Stormwater Management Program, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new untitled Tables in Subsection 24-230(a) are enacted in lieu thereof, as follows:

#### Sec. 24-230. Establishment of stormwater management fee.

- (a) *Monthly fee.* Subject to the exemptions provided for in section 24-231, each owner or tenant of property within the city shall pay to the city a monthly stormwater management fee, as follows:
  - (1) Residential property.
  - a. Each single-unit residential dwelling shall be assessed a fee in accordance with the following table:

Effective	Rate
Date	
of Rate	
July 1,	\$3. <u>65</u> 00 per
20 <u>21</u> 06	month
July 1,	\$3. <u>91</u> 15 per
20 <mark>18<u>22</u></mark>	month
July 1,	\$ <u>4.18</u> 3.31
20 <del>19<u>23</u></del>	per month
July 1, 202 <mark>04</mark>	\$ <u>4.47</u> 3.48
	per month
July 1, 202 <mark>45</mark>	\$ <u>4.78</u> 3.65
	per month
July 1, 2026	<u>\$5.12 per</u>
	<u>month</u>

b. For every two-unit and multi-unit residential property, a fee in accordance with the following table shall be assessed to each individual dwelling unit located on said property:

Effective	Rate
Data	, nate
Date	
of Rate	
July 1,	\$3. <u>65</u> 00 per
20 <u>21</u> 06	month
July 1,	\$3. <u>91</u> 15 per
20 <u>22</u> 18	month
July 1,	\$ <u>4.18</u> 3.31
20 <u>23</u> 19	per month
July 1, 202 <u>4</u> 0	\$ <u>4.47</u> 3.48
	per month
July 1, 202 <mark>5</mark> 4	\$ <u>4.78</u> 3.65
	per month
July 1, 2026	<u>\$5.12 per</u>
	<u>month</u>

(2) Commercial, industrial, institutional or other nonresidential property. Each commercial, industrial, institutional or other nonresidential property shall be assessed a base fee in accordance with the following table, plus an additional fee in accordance with the following table for the first 10,000 square feet, or any part thereof, of impervious surface (as such term is defined in section 24-224), and a fee in accordance with the following table for each additional 10,000 square feet, or any part thereof, of impervious surface, located on the property:

Effective Date of Rate	Base Rate	1st 10,000 square feet of impervious area	Each additional 10,000 square feet of impervious area
July 1, 20 <u>21</u> 06	\$3. <u>65</u> 00 per month	\$ <u>6.08<mark>5.00</mark> per month</u>	\$ <u>6.08</u> <del>5.00</del> per month
July 1, 20 <u>22</u> 18	\$3. <u>91<del>15</del> per month</u>	\$ <u>6.51</u> 5.25 per month	\$ <u>6.51</u> <del>5.25</del> per month
July 1, 20 <u>23</u> 19	\$ <u>4.18<mark>3.31</mark> per</u> month	\$ <u>6.97<mark>5.51</mark> per month</u>	\$ <u>6.97</u> <del>5.51</del> per month
July 1, 202 <u>4</u> 0	\$ <u>4.47<mark>3.48</mark> per</u> month	\$ <u>7.46</u> 5.79 per month	\$ <u>7.46</u> <del>5.79</del> per month
July 1, 202 <mark>5</mark> 1	\$ <u>4.78<mark>3.65</mark> per</u> month	\$ <u>7.98<mark>6.08</mark> per month</u>	\$ <u>7.98</u> 6.08 per month
<u>July 1,</u> 2026	<u>\$5.12 per month</u>	<u>\$8.54 per month</u>	\$8.54 per month

(3) Mixed uses. For each property which has mixed residential, commercial, industrial, institutional or other nonresidential uses located on the same property, the residential portions shall be assessed the residential rate, and the commercial, industrial, institutional or other nonresidential portions shall be assessed the commercial, industrial, institutional or other nonresidential rate, as set forth in this subsection (a).

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

										· · · · ·
PREFARED 05/10/2022, 9:26:54 PROGRAM GM360L CITY OF CEDAR FALLS						ACCOUNT ACTIV	ITY LISTING		ACCOUNTING	PAGE 1 PERIOD 10/2022
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANS DATE	ACTION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND :	101 GE	NERAL FU	JND							
101-0 1890	0000-2	13.00-00 10/22	O CURI AP 04	RENT LI. 4/25/22	ABILITY / S 0006177	ALES TAX PAYABLE IOWA DEPT.OF REVENUE		1,350.61		05/03/22
1890		SEMI MO 10/22 SEMI MO	AP 04	Y SALES 4/08/22 Y SALES	TAX 0006175 TAX	RECREATION IOWA DEPT.OF REVENUE RECREATION		1,406.96		05/03/22
				ACC	OUNT TOTAL			2,757.57	.00	2,757.57
101-	1008-4	41 64-01	2 TNSI	URANCE	/ HEALTH IN	IS. REIMBURSEMENT				
1890	1000 4	10/22 HEALTH	AP 04 INS.	4/14/22 REIMBU	0006182 RSEMENT	ISOLVED BENEFIT SERVICES,	INC	36.30		05/03/22
				ACC	OUNT TOTAL			36.30	. 00	36.30
101-: 1890	1008-4	41.71-0 10/22	1 OFF: AP 04	ICE SUP 4/07/22	PLIES / OFF 0006171	ICE SUPPLIES FARMERS STATE BANK			17.37	05/03/22
1890		REF:TAX 10/22 DEPOSI	AP 04 F TICI	DEPOSIT 4/06/22 KET BOO	BOOKS 0006171 KS	FARMERS STATE BANK		54.58		05/03/22
				ACC	OUNT TOTAL			54.58	17.37	37.21
101-: 1890	1028-4	41.64-02 10/22 HEALTH	2 INS AP 04 INS	URANCE 4/14/22 REIMBU	/ HEALTH IN 0006182 RSEMENT	S. REIMBURSEMENT ISOLVED BENEFIT SERVICES,	INC	12.20		05/03/22
				ACC	OUNT TOTAL			12.20	÷ 0 0	12.20
101-: 1890	1028-4	41.71-03 10/22 DEPOSIS	1 OFF: AP 04 F TIC	ICE SUP 4/06/22 KET BOO	PLIES / OFF 0006171 KS	TICE SUPPLIES FARMERS STATE BANK		37.22		05/03/22
				ACC	OUNT TOTAL			37.22	. 00	37.22
101-: 1912	1028-4	41.83-0 11/22 RMB:MI	5 TRAI AP 04 LEAGE	NSPORTA 4/22/22 -IMFOA	TION&EDUCAT 0396944 CONT.ED	TION / TRAVEL (FOOD/MILEAGE KOCKLER, PAUL DES MOINES	/LOD)	136.88		05/02/22
				ACC	OUNT TOTAL			136.88	- 00	136.88
101- 1890	1028-4	41.89-1 10/22	7 MIS	CELLANE 4/29/22 RE FEE	OUS SERVICE 0006172	S / BANK SERVICE CHARGES FARMERS STATE BANK US BANK CDS		20.00		05/03/22
1890		10/22	AP 04	4/29/22	0006173	FARMERS STATE BANK		12.00		05/03/22

# Daily Invoices for Council Meeting 05/16/22

ltem 28.

PREPARED 05/10/2022, 9:26:54 ACCOUNT ACTIV PROGRAM GM360L CITY OF CEDAR FALLS						ACCOUNT ACTIV	ITY LISTIN	IG	ACCOUNTING	PAGE 2 PERIOD 10/2022
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANS DATE	ACTION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 1 101-1	01 GEN 028-44	IERAL FU	UND 7 MIS	CELLANE	OUS SERVICE	S / BANK SERVICE CHARGES		continued		
1890		10/22 VOYA OU	AP 0 JTGOI	4/20/22 NG WIRE	0006170	FARMERS STATE BANK 04/22/22 PAYROLL		20.00		05/03/22
1890		10/22	AP 0	4/11/22	0006169	FARMERS STATE BANK		20.00		05/03/22
1890		10/22 VOYA OU	AP 0 JTGOI	4/06/22 NG WIRE	0006168	FARMERS STATE BANK 04/08/22 PAYROLL		20.00		05/03/22
				ACC	OUNT TOTAL			92.00	. 00	92.00
101-1 1890	038-44	1.64-02 10/22	2 INS AP 0	URANCE 4/14/22	/ HEALTH IN 0006182 DEFMENT	IS. REIMBURSEMENT ISOLVED BENEFIT SERVICES,	INC	129.40		05/03/22
1890		10/22 HEALTH	AP 0 INS.	4/14/22 REIMBU	0006182 RSEMENT	ISOLVED BENEFIT SERVICES,	INC	63.98		05/03/22
				ACC	OUNT TOTAL			193.38	<u>*</u> 00	193.38
101-1 1890	038-44	1.89-82 10/22 CAFE AI	2 MIS AP 0 OMIN	CELLANE 4/06/22 FEE-MAR	OUS SERVICE 0006180 '22	S / SECTION 105 ISOLVED BENEFIT SERVICES,	INC	710.70		05/03/22
				ACC	OUNT TOTAL			710.70	.00	710.70
101-1 1890	060-42	3.64-02 10/22 HEALTH	2 INS AP 0 INS.	URANCE 4/14/22 REIMBU	/ HEALTH IN 0006182 RSEMENT	IS. REIMBURSEMENT ISOLVED BENEFIT SERVICES,	INC	61.71		05/03/22
				ACC	OUNT TOTAL			61.71	. 00	61.71
101-1	060-42	3.71-03	L OFF	ICE SUP	PLIES / OFF	ICE SUPPLIES				
1790		11/22 PAPER.	AP 0	4/08/22 AAA BA	0396975 TTERIES	OFFICE EXPRESS OFFICE PROD & PUPLE PAPER	DUCT	183.04		04/27/22
1790		11/22 BANNER	AP 0 PAPE	4/07/22 R FOR P	0396968 RINTING	GORDON FLESCH COMPANY		143.00		04/27/22
				ACC	OUNT TOTAL			326.04	.00	326.04
101-1 1838	060-42	23.72-99 11/22 POSTAGI	9 OPE AP 0 E	RATING 3/27/22	SUPPLIES / 0396977	POSTAGE QUADIENT FINANCE USA, INC.		304.73		04/27/22
				ACC	OUNT TOTAL			304.73	.00	304.73

PREPARED 05/10/2022, 9:26:54 PROGRAM GM360L CITY OF CEDAR FALLS						ACCOUNT ACTIVITY	LISTING	PAGE 3 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO NBR	ACCTG PER.	CD	<b>TRANSA</b> DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101- 1838	101 GEN 1060-42	NERAL FU 23.81-01 11/22 TECHNOL	ND PROI AP 04 OGY 2	FESSIONA 4/20/22 ASSISTAN	L SERVICES 0396967 CE	/ PROFESSIONAL SERVICES GIESLER, ROBERT	870.00		04/27/22	
				ACCO	UNT TOTAL		870.00	.00	870.00	
101- 1838	1060-42	23.81-91 11/22 COPIER	PRO AP 04 CONTI	FESSIONA 4/11/22 RACT	L SERVICES 0396969	/ LICENSES & SERVICE CONTRT GORDON FLESCH COMPANY INC 015-1483981-000	874.89		04/27/22	
				ACCOL	UNT TOTAL		874.89	.00	874.89	
101- 1790	1060-42	23.85-01 11/22 LIBRARY	UTI AP 04 UTI	LITIES / 4/05/22 ( LITIES	UTILITIES 0396961	CEDAR FALLS UTILITIES	5,478.35		04/27/22	
				ACCO	UNT TOTAL		5,478.35	. 00	5,478.35	
101-: 1838	1060-42	23.86-01 11/22 QUADIEN	REPA AP 04 T MET	AIR & MA 4/14/22 ( FER RENT	INTENANCE 0396978 AL	/ REPAIR & MAINTENANCE QUADIENT, INC. 05/14/22-08/13/22	172.33		04/27/22	
T/90		LIBRARY	MAT	SERVICE	1396926	ARAMARK	15.70		04/2//22	
1890		10/22 MARCH C	AP 04 REDI	4/04/22 ( F CARD FI	0006198 EES	PROFESSIONAL SOLUTIONS	16.91		05/03/22	
1790		11/22 LIBRARY	AP 04 MAT	4/01/22 ( SERVICE	0396956	ARAMARK	15.70		04/27/22	
1790		11/22 LIBRARY	AP 03 MAT	3/25/22 ( SERVICE	0396956	ARAMARK	15.70		04/27/22	
1838		11/22 INSPECT	AP 03	3/16/22 0	0396955	AABLE PEST CONTROL, INC.	225.00		04/27/22	
				ACCO	UNT TOTAL		461.34	.00	461.34	
101-: 1790	1060-42	23.89-33 11/22	MISC AP 04	CELLANEOU	US SERVICE 0396965	S / FRIENDS SUPPORTED PROGRAM DEMCO, INC SLATWALL BOOK HOLDERS		262.44	04/27/22	
1790		11/22	AP 04	4/01/22	0396958	BAKER & TAYLOR BOOKS	171.00		04/27/22	
1790		11/22	AP 04	4/01/22	0396958	BAKER & TAYLOR BOOKS	188.10		04/27/22	
1790		11/22	AP 0	3/28/22	396965	DEMCO, INC	295.86		04/27/22	
1790		11/22	AP 0	3/28/22	0396970	GUDENKAUF, HEATHER	150.00		04/27/22	
1790		FOTL:AD 11/22	AP 0	3/23/22 (	ацк & 0396965	DEMCO, INC	188.69		04/27/22	

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PREPARI PROGRAI CITY O	LED 05/10/2022, 9:26:54 M GM360L F CEDAR FALLS	ACCOUNT ACTIVITY LIST	ING	ACCOUNTING	PAGE 4 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT		
	AL COMPANY FIND						
101-1	000-423,89-33 MISCELLANEOUS SERVICE FOTLY VOLTH-POSTER, CLOCK,	S / FRIENDS SUPPORTED PROGRAM	continued				
1790	11/22 AP 03/23/22 0396972	KENYON, MARY POTTER	217.00		04/27/22		
1790	11/22 AP 03/22/22 0396965	DEMCO, INC HOLDERS	14.80		04/27/22		
1790	11/22 AP 03/19/22 0396979	SCHOLASTIC, INC.	1,695.00		04/27/22		
1790	11/22 AP 03/18/22 0396965	DEMCO, INC	24.15		04/27/22		
1790	FOTL:YOUTH-SLATWALL BOOK 11/22 AP 03/14/22 0396965 FOTL:YOUTH-SLATWALL BOOK	DEMCO, INC HOLDERS	349.92		04/27/22		
	ACCOUNT TOTAL		3,294.52	262.44	3,032.08		
101-1	.061-423.71-11 OFFICE SUPPLIES / TE	CHNICAL PROCESSING SUPP					
1790	11/22 AP 04/05/22 0396965 2" BOOK TAPE & HS READING	DEMCO, INC LEVEL LABELS	63.59		04/27/22		
1790	11/22 AP 03/28/22 0396960	BRODART CO.	12.20		04/27/22		
1790	11/22 AP 03/22/22 0396965	DEMCO, INC	41.31		04/27/22		
1790	11/22 AP 03/21/22 0396965	DEMCO, INC	273.55		04/27/22		
1790	2" BOOK & NEW TAPE, MODERN 11/22 AP 03/18/22 0396965 PREMIUM 2" BOOK TAPE	HOLIDAY, & SUBJECT LABELS DEMCO, INC	27.62		04/27/22		
	ACCOUNT TOTAL		418.27	÷ 0 0	418.27		
101-1 1790	061-423.81-91 PROFESSIONAL SERVICES 11/22 AP 04/01/22 0396974 CATALOG AND METADATA	5 / LICENSES & SERVICE CONTRT OCLC, INC. SUBSCRIPTION	743.86		04/27/22		
	ACCOUNT TOTAL		743.86	.00	743.86		
101-1	.061-423.89-20 MISCELLANEOUS SERVICE	es / adult books					
1838	11/22 AP 04/18/22 0396958 ADULT BOOKS	BAKER & TAYLOR BOOKS	185.11		04/27/22		
1838	11/22 AP 04/13/22 0396958 ADULT BOOKS	BAKER & TAYLOR BOOKS	511.70		04/27/22		
1790	11/22 AP 04/11/22 0396958	BAKER & TAYLOR BOOKS	395.54		04/27/22		
1790	11/22 AP 04/07/22 0396958	BAKER & TAYLOR BOOKS	150.35		04/27/22		
1790	11/22 AP 04/05/22 0396958	BAKER & TAYLOR BOOKS	558.71		04/27/22		
1790	ADULT BOOKS 11/22 AP 04/01/22 0396958	BAKER & TAYLOR BOOKS	64.93		04/27/22		

PREPAR PROGRA CITY (	PREPARED 05/10/2022, 9:26:54 PROGRAM GM360L CITY OF CEDAR FALLS				ACCOUNT ACTIVI	PAGE 5 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO ACC NBR PE	rg R. CD	TRANS DATE	ACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 1 101-1	101 GENERAL 1061-423.89	FUND	SCELLANE	OUS SERVICE	ES / ADULT BOOKS	continued		
1790	11/2	22 AP (	)3/30/22	0396958	BAKER & TAYLOR BOOKS	477.02		04/27/22
1790	ADOL: 11/:	2 AP	) 3/28/22	0396958	BAKER & TAYLOR BOOKS	179.95		04/27/22
1790	ADOL: 11/:	22 AP (	)3/28/22	0396962	CENGAGE LEARNING INC	258.93		04/27/22
1790	ADUL: 11/:	2 AP (	3/28/22	0396962	CENGAGE LEARNING INC	51.79		04/27/22
1790	ADUL:	2 AP (	5 )3/24/22	0396958	BAKER & TAYLOR BOOKS	355.67		04/27/22
1790	ADUL' 11/: ADUL'	BOOKS 2 AP ( BOOKS	5 )3/23/22 5	0396958	BAKER & TAYLOR BOOKS	161.77		04/27/22
			ACC	OUNT TOTAL		3,351.47	00	3,351.47
101-1	1061-423.89	-21 MIS	SCELLANE	OUS SERVICE	S / YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	99.77		04/27/22
1020	YOUN	ADUL	BOOKS	0296959	BAKER & TAVLOR BOOKS	75 54		04/27/22
1030	YOUN	ADUL:	BOOKS	0396956	BARER & TATLOR BOOKB	, J , J +		0 + / 2 + / 2 2
1790	11/: YOUN	2 AP ( ADUL:	04/11/22 5 BOOKS	0396958	BAKER & TAYLOR BOOKS	22.21		04/27/22
1790	11/: YOUNG	2 AP	04/07/22 5 BOOKS	0396958	BAKER & TAYLOR BOOKS	154.96		04/27/22
1790	11/2	2 AP (	4/05/22	0396958	BAKER & TAYLOR BOOKS	424.56		04/27/22
1790	11/:	2 ADUL:	04/01/22	0396958	BAKER & TAYLOR BOOKS	38.20		04/27/22
1790	YOUNG 11/:	3 ADUL: 22 AP (	F BOOKS 3/30/22	0396958	BAKER & TAYLOR BOOKS	103.96		04/27/22
1790	YOUN 11/:	ADUL:	C BOOKS 03/28/22	0396958	BAKER & TAYLOR BOOKS	86.81		04/27/22
1790	YOUNG 11/3	ADUL:	F BOOKS 03/24/22	0396958	BAKER & TAYLOR BOOKS	21.07		04/27/22
1790	YOUN 11/2 YOUN	ADULT	F BOOKS 03/23/22 F BOOKS	0396958	BAKER & TAYLOR BOOKS	66.08		04/27/22
			ACC	OUNT TOTAL		1,093.16	.00	1,093.16
101-1	1061-423.89	-22 MT	SCELLANE	OUS SERVICE	S / YOUTH BOOKS			
1838	11/2	22 AP (	04/18/22	0396958	BAKER & TAYLOR BOOKS	122.89		04/27/22
1838	11/:	22 AP (	)4/13/22	0396958	BAKER & TAYLOR BOOKS	123.65		04/27/22
1790	11/3 YOUT	1 BOOKS 22 AP ( 1 BOOKS	94/11/22 5	0396958	BAKER & TAYLOR BOOKS	104.31		04/27/22

PREPARED 05/10/2022, 9:26:54 AC PROGRAM GM360L CITY OF CEDAR FALLS				ACCOUNT ACTIVITY	LISTING	ACCOUNTING	PAGE 6 PERIOD 10/2022	
GROUP NBR	PO AC NBR F	CTG - PER. CD	TRANS DATE	ACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE - POST DT
FUND 1	.01 GENERA	L FUND						
101-1	061-423.8	9-22 MI	SCELLANE	OUS SERVICE	S / YOUTH BOOKS	continued		
1790	11 YOU	1/22 AP JTH BOOK	04/08/22 S	0396958	BAKER & TAYLOR BOOKS	604.50		04/27/22
1790	11	/22 AP	04/07/22	0396958	BAKER & TAYLOR BOOKS	66.66		04/27/22
1790	11	/22 AP	04/05/22	0396958	BAKER & TAYLOR BOOKS	123.95		04/27/22
1838	YOU 11	71H BOOK ./22 AP	.S 04/04/22	0396980	WORLD BOOK SCHOOL AND LIBRARY	Y 189.00		04/27/22
	YOU	лтн воок	S			25.25		04/27/22
1790	YOU	./22 AP JTH BOOK	04/01/22 S	0396958	BAKER & TAILOR BOOKS	25.25		04/2//22
1790	11	/22 AP	03/30/22	0396958	BAKER & TAYLOR BOOKS	109.67		04/27/22
1790	100	/22 AP	.5 03/28/22	0396958	BAKER & TAYLOR BOOKS	60.92		04/27/22
1790	YOU 11	JTH BOOK ./22 AP	S 03/24/22	0396958	BAKER & TAYLOR BOOKS	32.59		04/27/22
	YOU	тн воок	S	0000000		201 54		04/07/00
1790	YOU	./22 AP JTH BOOK	03/23/22 S	0396958	BAKER & TAYLOR BOOKS	391.54		04/2//22
1790	11 YOU	./22 AP JTH BOOK	03/23/22 S	0396958	BAKER & TAYLOR BOOKS	359.44		04/27/22
			ACC	OUNT TOTAL		2,314.37	.00	2,314.37
101 1	0.01 402 0		CORLLANE	OUG GEBUTCE	C / INDER DOINT BOOKS			
1838	11	./22 AP	04/14/22	0396962	CENGAGE LEARNING INC	26.59		04/27/22
1020	LAR	GE PRIN	T BOOKS	0396959	BAKED & TAVIOD BOOKS	15 59		04/27/22
1020	LAR	GE PRIN	T BOOKS	0390930	BAREK & IATLOK BOOKD	10.00		/
1838	11	1/22 AP	04/12/22	0396962	CENGAGE LEARNING INC	20.99		04/27/22
1790	11	/22 AP	04/11/22	0396958	BAKER & TAYLOR BOOKS	18.59		04/27/22
1790	LAR 11	RGE PRIN 1/22 AP	T BOOKS 04/07/22	0396958	BAKER & TAYLOR BOOKS	17.99		04/27/22
	LAR	GE PRIN	T BOOKS	0205050	DAVED C TAVIOD DOOVC	17 67		01/27/22
1790	LAR	L/22 AP RGE PRIN	U4/05/22 T BOOKS	0396958	BAKER & TAILOR BOOKS	17.67		04/2//22
1790	11	/22 AP	04/01/22 T BOOKS	0396963	CENTER POINT LARGE PRINT	47.94		04/27/22
1790	11	/22 AP	03/30/22	0396958	BAKER & TAYLOR BOOKS	31.92		04/27/22
1790	LAR 11	GE PRIN L/22 AP	03/28/22	0396958	BAKER & TAYLOR BOOKS	36.04		04/27/22
1790	LAR	GE PRIN	T BOOKS	0396962	CENCACE LEARNING INC	53,88		04/27/22
T/20	LAR	GE PRIN	T BOOKS	00002	CINCICLI LIMATING INC	55.00		
1790	11 LAR	L/22 AP RGE PRIN	03/22/22 T BOOKS	0396962	CENGAGE LEARNING INC	26.59		04/27/22
			ACC	OUNT TOTAL		313.79	.00	313.79

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GROUP NBR	PO ACCTG NBR PER.	TRANSACTION CD DATE NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE				
							FOST DI				
FUND 1	01 GENERAL FUN	D									
101-1 1838	061-423.89-24 1 11/22 A	MISCELLANEOUS SERVICE P 04/20/22 0396966 AVAMANS	S / ADULT AUDIO FINDAWAY WORLD	LLC	87.73		04/27/22				
1838	11/22 A	P 04/18/22 0396966	FINDAWAY WORLD	LLC	51.99		04/27/22				
1838	11/22 A	P 04/13/22 0396958	BAKER & TAYLOR	BOOKS	43.99		04/27/22				
1790	ADULT CD 11/22 A	BOOKS P 04/11/22 0396958	BAKER & TAYLOR	BOOKS	41.23		04/27/22				
1790	11/22 A	P 04/06/22 0396959	BAKER & TAYLOR	ENTERTAINMENT	57.70		04/27/22				
1790	ADULT CD 11/22 A	MUSIC P 03/30/22 0396958	BAKER & TAYLOR	BOOKS	21.99		04/27/22				
1790	ADULT CD 11/22 A	BOOKS P 03/28/22 0396958	BAKER & TAYLOR	BOOKS	50.58		04/27/22				
1790	ADULT CD 11/22 A	BOOKS P 03/28/22 0396959	BAKER & TAYLOR	ENTERTAINMENT	12.73		04/27/22				
1700	ADULT CD	MUSIC	DAVED C TAVIOD	ENTERTATING	26 31		04/27/22				
1/90	ADULT CD	MUSIC	DAKER & IAILOR	BNIERIAINMENI	20.31		01/2//22				
		ACCOUNT TOTAL			394.25	.00	394.25				
101-1	061-423.89-25	MISCELLANEOUS SERVICE	S / ADULT VIDEO								
1838	11/22 A	P 04/15/22 0396959 DEOS	BAKER & TAYLOR	ENTERTAINMENT	16.09		04/27/22				
1790	11/22 A	P 04/12/22 0396959	BAKER & TAYLOR	ENTERTAINMENT	13.96		04/27/22				
1790	11/22 A	P 04/11/22 0396959	BAKER & TAYLOR	ENTERTAINMENT	149.01		04/27/22				
1790	11/22 A	P 04/06/22 0396959	BAKER & TAYLOR	ENTERTAINMENT	24.48		04/27/22				
1790	11/22 A	P 03/29/22 0396959	BAKER & TAYLOR	ENTERTAINMENT	165.10		04/27/22				
1790	$\frac{11/22}{11}$	DEOS P 03/28/22 0396959	BAKER & TAYLOR	ENTERTAINMENT	13.96		04/27/22				
1790	$\begin{array}{c} \text{ADULT VI} \\ 11/22 \text{ A} \end{array}$	DEOS P 03/23/22 0396959	BAKER & TAYLOR	ENTERTAINMENT	174.89		04/27/22				
1790	ADULT VI 11/22 A ADULT VI	DEOS P 03/23/22 0396959 DEOS	BAKER & TAYLOR	ENTERTAINMENT	35.67		04/27/22				
		ACCOUNT TOTAL			593.16	.00	593.16				
101-1	061-423 89-26 1	MISCELLANEOUS SERVICE	S / NON-PRINT RE	SOURCES							
1838	11/22 A	P 04/13/22 0396971	INGRAM ENTERTAL	INMENT INC.	46.99		04/27/22				
1790	$\frac{11/22}{11}$	P 04/08/22 0396971	INGRAM ENTERTAL	INMENT INC,	66.99		04/27/22				
1790	11/22 A	P 04/06/22 0396971	INGRAM ENTERTAL	NMENT INC.	66.99		04/27/22				
PREPAR PROGRA CITY C	PREPARED 05/10/2022, 9:26:54 PROGRAM GM360L CITY OF CEDAR FALLS					ACCOUNT 2	ACTIVITY	ACCO	PAGE 8 ACCOUNTING PERIOD 10/2022		
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GROUP NBR	PO NBR	ACCTG PER.	CD	<b>TRANS</b> DATE	ACTION NUMBER	DESC:	RIPTION		DEBIT	rs credi	CURRENT TS BALANCE POST DT
FUND 1 101-1	LO1 GE	NERAL F	UND 5 MIS	CELLANE	OUS SERVICE	s / non	-PRINT RESOURCI	ES	continued		
1790		YOUNG 1 11/22	ADULT AP 0	VIDEO 4/04/22	GAMES 0396971	INGRAM	ENTERTAINMENT	INC.	66.99	)	04/27/22
1790	τi	YOUNG 1 11/22	ADULT AP 0-	VIDEO 4/01/22	GAMES 0396971	INGRAM	ENTERTAINMENT	INC.	420.93	3	04/27/22
1790		11/22	ADULT AP 0-	4/01/22	0396971 CAMES	INGRAM	ENTERTAINMENT	INC.	126.98	3	04/27/22
1790		11/22	AP 0	3/30/22	0396971	INGRAM	ENTERTAINMENT	INC.	31.39	)	04/27/22
1790		11/22 YOUNG	AP 0	3/30/22 VIDEO	0396971 GAMES	INGRAM	ENTERTAINMENT	INC.	125.57	,	04/27/22
1790		11/22 YOUNG	AP 0	3/23/22 VIDEO	0396971 GAMES	INGRAM	ENTERTAINMENT	INC.	250.96	5	04/27/22
1790		11/22 YOUNG	AP 0 ADULT	3/23/22 VIDEO	0396971 GAMES	INGRAM	ENTERTAINMENT	INC.	66,99	)	04/27/22
				ACC	OUNT TOTAL				1,270.78	. 0	0 1,270.78
101-1 1838	.061-4	23.89-3 11/22 YOUTH	5 MIS AP 0 PLAYA	CELLANE 4/13/22 WAYS	OUS SERVICE 0396966	S / YOU FINDAW	TH AUDIO AY WORLD LLC		251.20	1	04/27/22
				ACC	OUNT TOTAL				251.20	.0	0 251.20
101-1	.061-4	23.89-3	5 MIS	CELLANE	OUS SERVICE	s / You	TH VIDEO				
1790		11/22 YOUTH '	AP 0. VIDEO	4/07/22 S	0396973	MIDWES	T TAPE, LLC		73.48		04/27/22
1790		11/22 YOUTH	AP 0. VIDEO	4/01/22 S	0396973	MIDWES	I TAPE, LLC		158.20		04/27/22
				ACC	OUNT TOTAL				231.68	₽ <b>0</b> 1	0 231.68
101-1	.061-4	23.89-3	7 MIS	CELLANE	OUS SERVICE	S / YOU	NG ADULT AUDIO				04/07/00
1838		YOUNG A	AP 0. ADULT	4/18/22 CD BOO	0396958 KS	BAKER (	A TAYLOR BOOKS		25.84		04/27/22
1790		11/22 YOUNG 2	AP 04 ADULT	4/11/22 CD BOO	0396958 KS	BAKER	& TAYLOR BOOKS		34.09		04/27/22
1790		11/22 YOUNG 2	AP 0: ADULT	3/28/22 CD BOO	0396958 KS	BAKER a	& TAYLOR BOOKS		23.09		04/27/22
				ACC	OUNT TOTAL				83.02	. 0	0 83.02
101-1 1790	.061-4	23.89-43 11/22 ADULT 1	2 MIS AP 04 E-BOOL	CELLANE 4/11/22 KS	OUS SERVICE 0396976	S / ADUI OVERDRI	LT E-MATERIALS IVE, INC.		371.83		04/27/22

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GROUP E NBR NE	PO ACCTG BR PER.	CD	-TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
FUND 101	GENERAL FU	ND							
101-1061 1790	1-423.89-42 11/22	MISC	ELLANEO	US SERVICE 0396976	S / ADULT E-MATERIALS OVERDRIVE, INC.	continued 491.00		04/27/22	
1,50	ADULT E	-BOOK	S			15,000,00			
1790	11/22 HOOPLA	AP 03 ADVAN	/28/22 CED PAY	0396973 MENT	MIDWEST TAPE, LLC	15,000.00		04/27/22	
1790	11/22 ADULT F	AP 03	/25/22	0396976	OVERDRIVE, INC.	207.18		04/27/22	
1790	11/22 ADULT E	AP 03 -BOOK	/24/22 S	0396976	OVERDRIVE, INC.	212.21		04/27/22	
			ACCO	UNT TOTAL		16,282.22		16,282.22	
101-1061 1790	L-423.89-46 11/22 YOUTH E	MISC AP 04 -BOOK	ELLANEO /08/22 S	US SERVICE 0396976	S / YOUTH E-MATERIALS OVERDRIVE, INC.	937.59		04/27/22	
			ACCO	UNT TOTAL		937.59	.00	937.59	
101-1061 1790	L-423.93-01 11/22 COMPUTE	EQUI AP 04 RS &	PMENT / /02/22 MONITOR	EQUIPMENT 0396964 S	DELL MARKETING L.P.	4,060.87		04/27/22	
			ACCO	UNT TOTAL		4,060.87	.00	4,060.87	
101-1199 1838	9-421.31-21 11/22	HUMA AP 04	N DEVEL /18/22	OPMENT GRA 0396975	NTS / GRANTS-LIBRARY STATE AID OFFICE EXPRESS OFFICE PRODUCT	7.42		04/27/22	
1790	11/22	AP 04	/01/22	0396958	BAKER & TAYLOR BOOKS	15.19		04/27/22	
1790	YOUTH B 11/22 YOUTH B	OOKS AP 03 OOKS	(IEEE S /23/22 (IEEE S	TEM) 0396958 TEM)	BAKER & TAYLOR BOOKS	11.18		04/27/22	
			ACCO	UNT TOTAL		33.79		33.79	
101-1199 1950	-441.81-03 11/22	PROF AP 05	ESSIONA /06/22	L SERVICES 0396981 DPOC	/ RECORDING FEES BLACK HAWK CO.RECORDER	52.00		05/06/22	
1950	11/22	AP 05	/06/22	0396981	BLACK HAWK CO.RECORDER	52.00		05/06/22	
1950	RCD:NTC 11/22	.FNL. AP 05	ASSESS. /06/22	PROC. 0396981	J.NELSON-603 FIRESIDE DR. BLACK HAWK CO.RECORDER	47.00		05/06/22	
1950	RCD:NTC 11/22	.FNL. AP 05	ASSESS. /06/22	PROC. 0396981	MB RENTALS II-2012 STATE BLACK HAWK CO.RECORDER	52.00		05/06/22	
1050	RCD:NTC	.FNL.	ASSESS.	PROC.	CEDAR PAK LLC-1612 W.1ST	27 00		05/06/22	
1920	RCD:DEV	AP 05	EDURES	AGRMT.	CRAIG INDUSTRIES	37.00		05/06/22	
1912	11/22	AP 04	/27/22	0396942	BLACK HAWK CO.RECORDER	17.00		05/02/22	

PREPARE PROGRAM CITY OF	REPARED 05/10/2022, 9:26:54 ROGRAM GM360L LITY OF CEDAR FALLS			ACCOUNT ACTIVITY LI	STING	PAGE 10 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO ACCTO NBR PER	 . CD	TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 10 101-11	)1 GENERAL H	TUND 3 PRO	FESSIONAL	L SERVICES	/ RECORDING FEES	continued		
1912	11/22 PCD:01	AP 0	4/27/22 (	)396942 /FFF	BLACK HAWK CO.RECORDER	17.00		05/02/22
1912	11/22 RCD-PI	AP 0	4/27/22 ( AIN EASE	0396942 AGRMT	BLACK HAWK CO.RECORDER	17.00		05/02/22
1912	11/22 PCD-55	AP 0	4/27/22 ( R MAINT A	0396942	BLACK HAWK CO.RECORDER	47.00		05/02/22
1912	11/22 RCD:ST	AP 0 RM.WT	4/27/22 ( R.MAINT.8	0396942 & RPR.	BLACK HAWK CO.RECORDER AGRMTCF SCHOOL DISTRICT	52.00		05/02/22
			ACCOU	JNT TOTAL		390.00	.00	390.00
101-11 1912	.99-441.89-1 11/22 CASH-1	AP 0	CELLANEOU 4/27/22 (	JS SERVICE 396947 ACHEON	S / CONTINGENCY PETTY CASH	50.00		05/02/22
1950	11/22	2 AP 0	4/13/22 (	0396982	CEDAR FALLS UTILITIES	57.18		05/06/22
1890	10/22 MARCH	AP 0 CREDI	4/04/22 ( T CARD FI	3/22 0006189 EES	PROFESSIONAL SOLUTIONS	82.26		05/03/22
			ACCOU	INT TOTAL		189.44	.00	189.44
101-22 1890	35-412.64-0 10/22 HEALTH	2 INS 2 AP 0 1 INS.	URANCE / 4/14/22 ( REIMBURS	HEALTH IN 0006182 SEMENT	S. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	325.27		05/03/22
			ACCOU	NT TOTAL		325.27	. 00	325.27
101-22 1890	35-412.71-0 10/22 DEPOSI	)1 OFF 2 AP 0 T TIC	ICE SUPPI 4/06/22 ( KET BOOKS	LIES / OFF 0006171 3	ICE SUPPLIES FARMERS STATE BANK	33.49		05/03/22
			ACCOU	INT TOTAL		33.49	.00	33.49
101-22 1890	35-412.89-1 10/22	5 MIS 2 AP 0	CELLANEOU	JS SERVICE	S / CREDIT CARD CHARGES PROFESSIONAL SOLUTIONS	1,094.42		05/03/22
1890	MARCH 10/22 MARCH	CREDI 2 AP 0 CREDI	T CARD FE 4/04/22 ( T CARD FE	SES 0006194 SES	PROFESSIONAL SOLUTIONS	792.39		05/03/22
			ACCOU	JNT TOTAL		1,886.81	.00	1,886.81
101-22 1890	53-423.71-0 10/22	)1 OFF 2 AP 0	ICE SUPPI 4/06/22 (	LIES / OFF 0006171	ICE SUPPLIES FARMERS STATE BANK	37.22		05/03/22

PREPARED 05/10/2022, 9:26: PROGRAM GM360L CITY OF CEDAR FALLS	54	ACCOUNT ACTIVITY	LISTING	PAGE 11 ACCOUNTING PERIOD 10/2022		
GROUP PO ACCTGTR NBR NBR PER. CD DA	ANSACTION ATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GENERAL FUND 101-2253-423.71-01 OFFICE DEPOSIT TICKET	SUPPLIES / OFF: BOOKS	ICE SUPPLIES	continued			
	ACCOUNT TOTAL		37.22	.00	37.22	
101-2253-423.85-01 UTILITI 1950 11/22 AP 04/13 UTILITIES THRU	TES / UTILITIES 0/22 0396982 04/13/22	CEDAR FALLS UTILITIES	135.04		05/06/22	
	ACCOUNT TOTAL		135.04	.00	135.04	
101-2253-423.89-14 MISCELI 1912 11/22 AP 04/28 REFREC. SOFTE	ANEOUS SERVICE: 22 0396948 ALL LEAGUE	5 / REFUNDS TANDEM TIRE	225.00		05/02/22	
	ACCOUNT TOTAL		225.00	.00	225.00	
101-2253-423.89-15 MISCELI 1890 10/22 AP 04/04 MARCH CREDIT CP 1890 10/22 AP 04/04 MARCH CREDIT CP 1890 10/22 AP 04/04 MARCH CREDIT CP	ANEOUS SERVICES /22 0006196 kD FEES /22 0006197 kD FEES /22 0006199 kD FEES	5 / CREDIT CARD CHARGES PROFESSIONAL SOLUTIONS PROFESSIONAL SOLUTIONS PROFESSIONAL SOLUTIONS	6.95 6.95 761.78		05/03/22 05/03/22 05/03/22	
1890 10/22 AP 04/04 MARCH CREDIT CA	22 0006190 ARD FEES	PROFESSIONAL SOLUTIONS	495.43		05/03/22	
	ACCOUNT TOTAL		1,271.11	.00	1,271.11	
101-2280-423.71-01 OFFICE 1890 10/22 AP 04/06 DEPOSIT TICKET	SUPPLIES / OFF: 5/22 0006171 BOOKS	ICE SUPPLIES FARMERS STATE BANK	7.44		05/03/22	
	ACCOUNT TOTAL		7.44	.00	7.44	
101-2280-423.89-14 MISCELI 1928 11/22 AP 04/25 REFUND-SECURITY 1928 11/22 AP 04/07 REFUND-SECURITY	ANEOUS SERVICES //22 0396953 / DEPOSIT //22 0396950 / DEPOSIT	5 / REFUNDS MICHELLE VISOKEY KRISTEN CARLSON	500.00		05/04/22 05/04/22	
	ACCOUNT TOTAL		1,000.00	.00	1,000.00	

101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES

PREPAR PROGRA CITY O	ED 05/10/2022, 9:20 M GM360L F CEDAR FALLS	5:54	ACCOUNT ACTIV	ACCOUNT ACTIVITY LISTING					
GROUP NBR	PO ACCTG7 NBR PER. CD I	RANSACTION DATE NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE - POST DT		
FUND 1	01 GENERAL FUND								
101-2 1890	280-423.89-15 MISCEI 10/22 AP 04/1 MEDCHANT SUBSC	LANEOUS SERVICE 1/22 0006159	S / CREDIT CARD CHARGES CLOVER APP	continued	1 12.66		05/03/22		
1890	10/22 AP 04/0 MARCH CREDIT (	4/22 0006191	PROFESSIONAL SOLUTIONS		75.93		05/03/22		
1890	10/22 AP 04/0 MARCH CREDIT (	4/22 0006187	PROFESSIONAL SOLUTIONS		6.95		05/03/22		
1890	10/22 AP 04/0 MARCH CREDIT 0	4/22 0006190 ARD FEES	PROFESSIONAL SOLUTIONS		61.80		05/03/22		
		ACCOUNT TOTAL		1	.57.34	.00	157.34		
101-4 1890	511-414.64-02 INSURA 10/22 AP 04/1 HEALTH INS. RE	NCE / HEALTH IN 4/22 0006182 IMBURSEMENT	S. REIMBURSEMENT ISOLVED BENEFIT SERVICES,	INC 5	500.00		05/03/22		
		ACCOUNT TOTAL		5	500.00	.00	500.00		
101-4 1950	511-414.85-01 UTILIT 11/22 AP 04/1 UTILITIES THRU	TIES / UTILITIES 3/22 0396982 0 04/13/22	CEDAR FALLS UTILITIES	3	93.33		05/06/22		
		ACCOUNT TOTAL		3	93.33	. 00	393.33		
101-4 1912	511-414.89-14 MISCEI 11/22 AP 04/2 REF-OVRPMT.COM	LANEOUS SERVICE 8/22 0396946 M.FIRE INSP	S / REFUNDS PANDA EXPRESS #2011 CK#1647678	2	200.00		05/02/22		
		ACCOUNT TOTAL		2	00.00	.00	200.00		
101-5 1890	521-415.64-02 INSURA 10/22 AP 04/1	NCE / HEALTH IN 4/22 0006182	S. REIMBURSEMENT ISOLVED BENEFIT SERVICES,	INC 1	.25.36		05/03/22		
1890	HEALTH INS. RE 10/22 AP 04/1	IMBURSEMENT 4/22 0006182	ISOLVED BENEFIT SERVICES,	INC 1	.00.00		05/03/22		
1890	HEALTH INS. RE 10/22 AP 04/1	4/22 0006182	ISOLVED BENEFIT SERVICES,	INC	47.45		05/03/22		
1890	10/22 AP 04/1	4/22 0006182	ISOLVED BENEFIT SERVICES,	INC 1	94.75		05/03/22		
1890	10/22 AP 04/1 HEALTH INS. RE	4/22 0006182 IMBURSEMENT	ISOLVED BENEFIT SERVICES,	INC 1	.00.00		05/03/22		
		ACCOUNT TOTAL		5	67.56		567.56		

101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES

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GROUP PC NBR NBR	ACCTG PER.	TRANSACTION CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 G	ENERAL FIL	JD.					
101-5521-	415.72-01	OPERATING SUPPLIES /	OPERATING SUPPLIES	continued			
1950	11/22 2	AP 04/13/22 0396982	CEDAR FALLS UTILITIES	36.18		05/06/22	
1890	10/22 MARCH CI	AP 04/04/22 0006188 REDIT CARD FEES	PROFESSIONAL SOLUTIONS	21.72		05/03/22	
		ACCOUNT TOTAL		57.90	.00	57.90	
101-6613- 1950	433.85-01 11/22 J UTILITI	UTILITIES / UTILITIES AP 04/13/22 0396982 ES THRU 04/13/22	CEDAR FALLS UTILITIES	692.76		05/06/22	
		ACCOUNT TOTAL		692.76	.00	692.76	
101-6623- 1950	423.85-01 11/22 2 UTILITI	UTILITIES / UTILITIES AP 04/13/22 0396982 ES THRU 04/13/22	CEDAR FALLS UTILITIES	319.25		05/06/22	
		ACCOUNT TOTAL		319.25	. 00	319.25	
101-6625- 1890	-432.64-02 10/22 / HEALTH :	INSURANCE / HEALTH IN AP 04/14/22 0006182 INS. REIMBURSEMENT	S. REIMBURSEMENT ISOLVED BENEFIT SERVICES,	INC 147.76		05/03/22	
		ACCOUNT TOTAL		147.76	.00	147.76	
101-6625- 1890	-432.71-01 10/22 2 DEPOSIT	OFFICE SUPPLIES / OFF AP 04/06/22 0006171 TICKET BOOKS	ICE SUPPLIES FARMERS STATE BANK	33.49		05/03/22	
		ACCOUNT TOTAL		33.49	.00	33.49	
101-6633- 1950	-423.85-01 11/22 i UTILITI	UTILITIES / UTILITIES AP 04/13/22 0396982 ES THRU 04/13/22	CEDAR FALLS UTILITIES	896.79		05/06/22	
		ACCOUNT TOTAL		896.79	.00	896.79	
		FUND TOTAL		57,542.89	279.81	57,263.08	

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GROUP PO AC NBR NBR I	CCTG PER. CD	TRANSACTION DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 203 TAX IN FUND 206 STREET 206-6637-436.6 1890 10 HEZ	NCREMENT FI T CONSTRUCT 64-02 INSUN 0/22 AP 04/ ALTH INS. N	INANCING FION FUND RANCE / HEALTH IN /14/22 0006182 REIMBURSEMENT	5. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	207.99		05/03/22	
		ACCOUNT TOTAL		207.99	.00	207.99	
206-6637-436.7 1950 11 UT1	72-56 OPER 1/22 AP 04/ ILITIES THE	ATING SUPPLIES / 3 /13/22 0396982 RU 04/13/22	FLOOD CONTROL CEDAR FALLS UTILITIES	126.33		05/06/22	
		ACCOUNT TOTAL		126.33	. 0 0	126.33	
206-6637-436.9 1950 11 326 PROJECT#:	92-81 STRUC 1/22 AP 05/ 68-2022 ALI 023268	TURE IMPROV & BL) (06/22 0396981 LEY RECON.	DGS / PERMEABLE ALLEY PROGRAM BLACK HAWK CO.RECORDER PUBL.UTIL.EASEGEISLER	27.00		05/06/22	
		ACCOUNT TOTAL		27.00	0.0	27.00	
206-6647-436.6 1890 10 HEA	64-02 INSU 0/22 AP 04/ ALTH INS. F	RANCE / HEALTH IN 14/22 0006182 REIMBURSEMENT	3. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	153.09		05/03/22	
		ACCOUNT TOTAL		153.09	.00	153.09	
206-6647-436.8 1950 11 UTI	85-01 UTILI 1/22 AP 04/ ILITIES THF	TTIES / UTILITIES /13/22 0396982 &U 04/13/22	CEDAR FALLS UTILITIES	1,136.71		05/06/22	
		ACCOUNT TOTAL		1,136.71	.00	1,136.71	
		FUND TOTAL		1,651.12	.00	1,651.12	
FUND 215 HOSPIT FUND 216 POLICE FUND 217 SECTIO	TAL FUND E BLOCK GRA	ANT FUND IG FUND					
217-2214-432.8 1895 11	89-61 MISCE 1/22 AP 05/	ELLANEOUS SERVICE: (01/22 0038492	G / HOUS.ASSIST PMTS-OCCUPIED RINNELS, DOUGLAS G.	304.00		04/28/22	
1895 11	P_Wierck L 1/22 AP 05/	052022 (01/22 0038442	CHESTNUT, SHAWN	502.00		04/28/22	
1895 11 HAI	P_CHesthut 1/22 AP 05/ P_Stewart 3	/01/22 0038504 052022	WEVERINK, TOM	503.00		04/28/22	

PREPAR PROGRA	NED 05 AM GM DF CED	/10/2022 360L AR FALLS	2, 9 5	:26:54		ACCOUNT ACTIVITY L	ISTING	PAGE 15 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 2	217 SE	CTION 8	HOUS.	LNG FUND		A / HOUR MAATER PMER OGGUDTED	and invest			
217-2	2214-4	32.89-6.	LMISC	ELLANEO	US SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED	continued		04/20/20	
1892		11/22	AP 03	5/01/22	0038456	EXCEPTIONAL PERSONS, INC.	320.00		04/28/22	
1005		HAP_PO.	Laberg	g J 0520	22	ENGEDETONNE DEDOONG ING			04/00/00	
1892		11/22	AP 05	5/01/22	0038456	EXCEPTIONAL PERSONS, INC.	388.00		04/28/22	
1005		HAP NIS	ssen A	4 052022	0000456	EXCEPTIONAL DEDGONG INC	424 00		04/20/22	
T892		11/22	AP U:	0/01/22	0038456	EXCEPTIONAL PERSONS, INC.	424,00		04/20/22	
1005		HAP_Mye	ers J	052022		TRADETONNE DEBGONG ING	100.00		04/00/00	
1892		11/22	AP 0:	5/01/22	0038456	EXCEPTIONAL PERSONS, INC.	190.00		04/28/22	
1005		HAP AND	lerso	1 B 0520.	22	BYOEDETONNI DEDCONG ING	120 00		04/00/00	
1992		11/22	AP US	5/U1/22	0038456	EXCEPTIONAL PERSONS, INC.	420.00		04/20/22	
1005		HAP BIS	ike M	052022	0000456	EXCEDETONNE DEDGONG ING	115 00		04/20/22	
1892		11/22	AP US	5/01/22	0038456	EXCEPTIONAL PERSONS, INC.	115.00		04/28/22	
1005		HAP HOL	Idek (	- /01/022	0020462	COLD FALLS MILLA	460.00		04/29/22	
1932		II/ZZ	AP U:	5/U1/22	0038462	GOLD FALLS VILLA	400.00		04/20/22	
1005		II 700	י חומות היי	052022	0030503	WEVEDINK DINNY	725 00		04/28/22	
1032		11/22	AP U:	S/UI/22	0036303	WEVERING, RANDI	725.00		04/20/22	
1005		11/22	JD 04	5/01/22	0020450	CEELAN JOSEDH N	369 00		04/28/22	
1095				5/01/22	0030433	GLELAN, DOBEFN N.	565.00		04/20/22	
1005		11/22	TT A (	52022	0020150	CFFLAN JOSEDH N	353 00		04/28/22	
1032		11/22	AF U:	D/ UI/ 22	0030433	GEEDAN, BOBEFI N.	555.00		04/20/22	
1005		11/22	YD U	2/01/22	0038444	CLARK ENTERDRISES LLC	451 00		04/28/22	
1095		UND UO	d P (	52022	0030444	CHARK BATERFRIDED BEC	451,00		04/20/22	
1 0 0 5		11/22		5/01/22	0038444	CLARK ENTERPRISES LLC	216 00		04/28/22	
1075		UND Bar	hman	K 05202	2	CLARK BATBATADD 200	210.00		01/20/20	
1995		11/22		\$/01/22	0038444	CLARK ENTERPRISES LLC	429 00		04/28/22	
1025		HAD Cal	UD7 N	Aunguia	052022	CIMIN INTERINIPIIS IDC	129.00		01/20/22	
1895		11/22		5/01/22	0038434	BARTELT PROPERTIES L.C.	558.00		04/28/22	
1000		HAD WOO	nr u.	1 C 0520	22	DARIBBI IROTBRIIDE D.C.	550.00		01/20/22	
1895		11722		5/01/22	0038434	BARTELT PROPERTIES L.C.	1,018,00		04/28/22	
1000		HAD AV	no G	052022	0000101	Difference and a second	2,010100		01/10/12	
1895		11722	AP OF	5/01/22	0038434	BARTELT PROPERTIES L.C.	509.00		04/28/22	
1000		HAP Luc	ik L (	52022						
1895		11/22	AP 05	5/01/22	0038453	EDGE MANAGEMENT GROUP, LLC	764.00		04/28/22	
		HAP YOU	ing C	052022						
1895		11/22	AP 05	5/01/22	0038448	COOK CO.HOUSING AUTHORITY	219.00		04/28/22	
		HAP Gol	ldstei	In K 052	022					
1895		11/22	AP 05	5/01/22	0038505	WILKEN PROPERTIES, LLC	536.00		04/28/22	
		HAP Bar	fels	K 05202	2					
1895		11/22	AP 05	5/01/22	0038491	PURDY PROPERTIES, LLC	896.00		04/28/22	
		HAP Cur	nmings	A 0520	22					
1895		11722	AP 05	5/01/22	0038436	BETH N BROS LLC	853.00		04/28/22	
		HAP Bea	aman I	052022						
1895		11/22	AP 05	5/01/22	0038451	D & J PROPERTIES	509.00		04/28/22	
		HAP Gra	ant F	052022						
1895		11/22	AP 05	5/01/22	0038451	D & J PROPERTIES	314.00		04/28/22	
		HAP_Rog	gers §	5 052022						
1895		11722	AP 05	5/01/22	0038451	D & J PROPERTIES	616.00		04/28/22	
		HAP_Ter	rry M	052022						
1895		11/22	AP 05	5/01/22	0038451	D & J PROPERTIES	336.00		04/28/22	

PREPAR PROGRA CITY C	PREPARED 05/10/2022, 9:26:54 PROGRAM GM360L LITY OF CEDAR FALLS					AC	COUNT ACTIVITY 1	LISTING	PAGE 16 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSA DATE	CTION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 2	17 SE	CTION 8	HOUS	ING FUND							
217-2	214-43	32.89-61 HAP Wil	L MIS	CELLANEO	US SERVICE	S / HOUS.ASSIST	PMTS-OCCUPIED	continued			
1895		11/22	AP 0	5/01/22	0038451	D & J PROPERTI	ES	464.00		04/28/22	
1895		11/22	AP 0	5/01/22	0038450	CV PROPERTIES,	LLC	509.00		04/28/22	
1895		11/22	AP 0	5/01/22 (	0038450	CV PROPERTIES,	LLC	383.00		04/28/22	
1895		11/22	AP 0	5/01/22	0038496	STANDARD FAMIL	Y ASSIST.LIVING	261.00		04/28/22	
1895		HAP_Re1 11/22	AP 0	ge T 0520 5/01/22 (	022 0038440	CEDAR APARTMEN	IS LLC	133.00		04/28/22	
1895		HAP Gro 11/22	AP 0	th D 0520 5/01/22 (	022 0038440	CEDAR APARTMEN	IS LLC	233.00		04/28/22	
1895		HAP_Bec 11/22	AP 0	C 052022 5/01/22 (	2 0038466	HAUS TO HOME I	NVESTMENTS	285.00		04/28/22	
1895		HAP Leb 11/22	AP 0	052022 5/01/22 (	0038494	SCHUERMAN PROP	ERTIES, LLC	835.00		04/28/22	
1895		HAP BOE 11/22	AP 0	R 052022 5/01/22 (	2 0038498	SWEETING, LARR	Y	753.00		04/28/22	
1895		HAP_Sch 11/22	umac AP 0	her D 052 5/01/22 (	2022 0038500	THUNDER RIDGE	SR.APARTMENTS L	448.00		04/28/22	
1895		HAP_Ste	egen : AP 0	R 052022 5/01/22 (	0038500	THUNDER RIDGE	SR.APARTMENTS L	227.00		04/28/22	
1895		HAP Sto	AP 0	052022 5/01/22 (	0038500	THUNDER RIDGE	SR.APARTMENTS L	495.00		04/28/22	
1895		HAP How 11/22	VE J AP 0	052022 5/01/22 (	0038500	THUNDER RIDGE	SR.APARTMENTS L	236,00		04/28/22	
1005		HAP_Wra	ay M	052022	0038500	THINDER RIDGE	SP ADARTMENTS I.	223 00		04/28/22	
1005		HAP Sch	iluet	er J 0520	022	THUNDER RIDGE	OR ADARTMENTS I	225.00		04/28/22	
1832		HAP_Hay	den d	5/01/22 ( J_052022	0038500	THUNDER RIDGE	SR.APARIMENIS L	334.00		04/20/22	
1895		11/22 HAP Bro	AP 0. wn J	5/01/22 ( 052022	0038500	THUNDER RIDGE :	SR.APARTMENTS L	134.00		04/28/22	
1895		11/22 HAP She	AP 0. elton	5/01/22 ( S 052022	0038500 2	THUNDER RIDGE :	SR.APARTMENTS L	458.00		04/28/22	
1895		11/22 HAP Gre	AP 0. ene	5/01/22 ( L 052022	0038500	THUNDER RIDGE !	SR.APARTMENTS L	414.00		04/28/22	
1895		11/22 HAP Gai	AP 0	5/01/22 ( C 052022	0038500	THUNDER RIDGE !	SR.APARTMENTS L	171.00		04/28/22	
1895		11/22 HAP Ste	AP 0	5/01/22 ( R 052022	0038500	THUNDER RIDGE S	SR.APARTMENTS L	257.00		04/28/22	
1895		11/22 HAP Vor	AP 0	5/01/22 ( P 05202	0038500	THUNDER RIDGE !	SR.APARTMENTS L	280.00		04/28/22	
1895		11/22	AP 0	5/01/22	0038500	THUNDER RIDGE	SR.APARTMENTS L	499.00		04/28/22	
1895		11/22	AP 0	5/01/22 (	0038500	THUNDER RIDGE	SR.APARTMENTS L	422.00		04/28/22	
1895		HAP GOO 11/22 HAP Wri	AP 0. Ight	5/01/22 ( 5 052022	0038500	THUNDER RIDGE :	SR.APARTMENTS L	368.00		04/28/22	

PREPAR PROGRA CITY C	RED 05/10/20 M GM360L DF CEDAR FAL	22, 9 LS	:26:54	ACCOUNT AC	TIVITY LIS	FING	PAGE 17 ACCOUNTING PERIOD 10/2022	
GROUP NBR	PO ACCT NBR PER	G . CD	TRANSACTION DATE NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE
								POST DT
FUND 2	17 SECTION	8 HOUS	CELLANEOUS SERVICE	A LOUIS ASSIST DMTS-00	CURTED	continued		
21/-2	-11/2		5/01/22 0039500	THINNER RIDGE SR APART	MENTS L	287.00		04/28/22
1092	H75 A	ord M	052022	INONDER REDGE DR. MING		20,100		,,
1895	1172	2 AP 0	5/01/22 0038500	THUNDER RIDGE SR.APART	MENTS L	497.00		04/28/22
	НАР Н	enning	S 052022					
1895	1172	2 AP 0	5/01/22 0038500	THUNDER RIDGE SR.APART	MENTS L	114.00		04/28/22
	HAP L	enz J	052022					
1895	1172	2 AP 0	5/01/22 0038500	THUNDER RIDGE SR.APART	MENTS L	466.00		04/28/22
	HAP_T	urner	S 052022					
1895	11/2	2 AP 0	5/01/22 0038500	THUNDER RIDGE SR.APART	MENTS L	439.00		04/28/22
	HAP_S	trickl	and L 052022					
1895	11/2	2 AP 0	5/01/22 0038500	THUNDER RIDGE SR.APART	MENTS L	215.00		04/28/22
	HAP M	artin	H 052022					
1895	11/2	2 AP 0	5/01/22 0038500	THUNDER RIDGE SR.APART	MENTS L	211.00		04/28/22
	HAP_M	atthia	s L 052022					/ /
1895	11/2	2 AP 0	5/01/22 0038500	THUNDER RIDGE SR.APART	MENTS L	405.00		04/28/22
	HAP_L	ebahn	B 052022					
1895	11/2	2 AP 0	5/01/22 0038500	THUNDER RIDGE SR.APART	MENTS L	468.00		04/28/22
	HAP_H	oth P	052022					
1895	11/2	2 AP 0	5/01/22 0038461	GLENN, MATTHEW		279.00		04/28/22
	HAP_C	layton	R 052022			160.00		04/00/00
1895	11/2	2 AP 0	5/01/22 0038501	VILLAGE I AT NINE23 AF	ARTMENT	469.00		04/28/22
	HAPN	eison	B 052022	WILLDON T NE WINDON AL		207 00		04/29/22
1895	11/2	2 AP 0	5/01/22 0038501	VILLAGE I AT NINE23 AF	ARTMENT	287.00		04/20/22
1005	HAP F	ora D	052022	VITI I NOD T NO NINDOO NE	NUMBER	F88 00		01/29/22
T892	11/2	2 AP 0	5/01/22 0038501	VILLAGE I AI NINEZS AF	ARIMENI	333.00		04/20/22
1005	HAP_F	rysu	52022	VITITNOR T AT MINESS AF		425 00		04/28/22
1892	11/2	Z AP U	5/01/22 0038501	VILLAGE I AI NINEZS AF	ARIMONI	425.00		01/20/22
1005	HAP 5	MILLIN W	6/01/22 0028501	VILLACE T AT NINE23 AE	ARTMENT	579 00		04/28/22
1932	11/2 11/2	Z AP U	5/01/22 0038501	VIDLAGE I AI NINEZS AF	ARTMENT	575.00		04/20/22
1005	11/2		E I US2022	VILLACE T AT NINE23 AD	ADTWENT	401 00		04/28/22
1033	11/2 11/2	2 AF V	G 052022	VIEDAGE I AT MINEZO AL	111011111111	101100		,,
1995	1172	2 20 0	5/01/22 0038501	VILLAGE T AT NINE23 AF	ARTMENT	368.00		04/28/22
1000	HAD (	ameron	T 052022			000100		
1895	11/2	2 AP 0	5/01/22 0038501	VILLAGE T AT NINE23 AF	ARTMENT	454.00		04/28/22
1000	HAP S	wartle	V J 052022					
1895	1172	2 AP 0	5/01/22 0038501	VILLAGE I AT NINE23 AF	ARTMENT	430.00		04/28/22
1000	НАР В	randt	D 052022					
1895	11/2	2 AP 0	5/01/22 0038501	VILLAGE I AT NINE23 AF	ARTMENT	454.00		04/28/22
	HAP M	oore D	052022					
1895	1172	2 AP 0	5/01/22 0038501	VILLAGE I AT NINE23 AF	ARTMENT	327.00		04/28/22
	HAP G	reene	D 052022					
1895	11/2	2 AP 0	5/01/22 0038501	VILLAGE I AT NINE23 AF	ARTMENT	226.00		04/28/22
	HAP B	radlev	J 052022					
1895	1172	2 AP 0	5/01/22 0038501	VILLAGE I AT NINE23 AF	ARTMENT	106.00		04/28/22
	HAP D	ixon S	052022					
1895	11/2	2 AP 0	5/01/22 0038501	VILLAGE I AT NINE23 AF	ARTMENT	536.00		04/28/22
	HAP_C	lark I	052022					
1895	11/2	2 AP 0	5/01/22 0038501	VILLAGE I AT NINE23 AF	ARTMENT	73.00		04/28/22

PREPARED 05/10/2022, 9:26:54 PROGRAM GM360L CITY OF CEDAR FALLS				ACCOUNT	FING	PAGE 18 ACCOUNTING PERIOD 10/2022			
GROUP NBR	PO ACO NBR PI	TG R. CD	TRANSA DATE	ACTION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 2	217 SECTION	8 HOUS	SING FUNI	)	S / HOUS ASSIST DMTS	S-OCCUPTED	continued		
21/-2	HAP	Porter	J 052022	) OB BEKVICE	5 / 1005.A55151 FMIC		concinaca		
1895	11, HAP	22 AP ( Harper	5/01/22 S 052022	0038501	VILLAGE I AT NINE23	APARTMENT	350.00		04/28/22
1895	11,	22 AP	05/01/22	0038501	VILLAGE I AT NINE23	APARTMENT	687.00		04/28/22
1895	HAP 11,	Henders 22 AP	5/01/22 C 052023	0038501	VILLAGE I AT NINE23	APARTMENT	232.00		04/28/22
1895	11,	22 AP	05/01/22	0038501	VILLAGE I AT NINE23	APARTMENT	427.00		04/28/22
1895	HAP_ 11,	Temple	S 052022 05/01/22	2 0038501	VILLAGE I AT NINE23	APARTMENT	430.00		04/28/22
1895	HAP 11	Gordon 22 AP	Jr. T 05 05/01/22	0038501	VILLAGE I AT NINE23	APARTMENT	254.00		04/28/22
1895	HAP	Aswegan 22 AP	n J 05202 05/01/22	22 0038501	VILLAGE I AT NINE23	APARTMENT	489.00		04/28/22
1895	HAP 11,	Prior 1 22 AP	G 052022	0038501	VILLAGE I AT NINE23	APARTMENT	237.00		04/28/22
1895	HAP_ 11,	22 AP	5 052022	0038501	VILLAGE I AT NINE23	APARTMENT	455.00		04/28/22
1895	HAP 11,	22 AP	052022	0038501	VILLAGE I AT NINE23	APARTMENT	506.00		04/28/22
1895	HAP 11,	Smith 22 AP	C 052022	0038501	VILLAGE I AT NINE23	APARTMENT	298.00		04/28/22
1895	HAP_ 11,	Duesenl 22 AP	perg J 05 05/01/22	52022 0038441	CEDAR FALLS UTILITI	ES-SEC.8	171.00		04/28/22
1895	Arc1 11,	ler 7031 22 AP (	3175862 )5/01/22	0038441	CEDAR FALLS UTILITI	ES-SEC.8	78.00		04/28/22
1895	BALN 11,	1 453592 22 AP 1	24167 05/01/22	0038441	CEDAR FALLS UTILITI	ES-SEC.8	125.00		04/28/22
1895	Atk: 11,	ns 105) 22 AP	)264405 )5/01/22	0038441	CEDAR FALLS UTILITI	ES-SEC.8	46.00		04/28/22
1895	Rule 11,	98166 22 AP	56531 05/01/22	0038441	CEDAR FALLS UTILITI	ES-SEC.8	149.00		04/28/22
1895	Arcl 11,	er 909! 22 AP	5290344 )5/01/22	0038441	CEDAR FALLS UTILITI	ES-SEC.8	14.00		04/28/22
1895	Guz: 11,	le 717 22 AP	1748062 05/01/22	0038441	CEDAR FALLS UTILITI	ES-SEC.8	85.00		04/28/22
1895	BRII 11	IER 689	3932426 05/01/22	0038441	CEDAR FALLS UTILITI	ES-SEC.8	4.00		04/28/22
1005	For	ey 552	5104763	0038441	CEDAR FALLS UTILITT	ES-SEC.8	28.00		04/28/22
1095	Ros	31004	98948	0030441	CEDAR FALLS UTILITI	TE CEC 9	122.00		04/28/22
1892	Gris	22 AP by 337	5820084	0038441	CEDAR FALLS UIIDIII	.69-960.0	122.00		04/20/22
1895	11, Jur:	22 AP	05/01/22 91775462	0038441	CEDAR FALLS UTILITI	ES-SEC.8	111.00		04/28/22
1895	11,	22 AP	05/01/22	0038441	CEDAR FALLS UTILITI	ES-SEC.8	206.00		04/28/22
1895	11, HAP	22 AP Smith	05/01/22 F 052022	0038482	MALBEC PROPERTIES,	LLC	416.00		04/28/22

PREPAR PROGRA CITY C	ED 05/10/2022, 9:26:54 M GM360L F CEDAR FALLS	ACCOUNT ACTIVITY	LISTING	PAGE 19 ACCOUNTING PERIOD 10/2022	
GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CURRENT CREDITS BALANCE	
				FOST DI	
FUND 2	17 SECTION & HOUSING FUND				
217-2	214-432.89-61 MISCELLANEOUS SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED	continued		
1895	11/22 AP 05/01/22 0038482	MALBEC PROPERTIES, LLC	410.00	04/28/22	
	HAP Himes G 052022	NALDES DECEMPTED IIC	428 00	01/28/22	
1895	11/22 AP 05/01/22 0038482	MALBEC PROPERTIES, LLC	420.00	04/20/22	
1895	11/22 AP 05/01/22 0038482	MALBEC PROPERTIES, LLC	424,00	04/28/22	
1000	HAP Henker D 052022	Parabole interactory and			
1895	11/22 AP 05/01/22 0038482	MALBEC PROPERTIES, LLC	225.00	04/28/22	
1000	HAP Stevens B 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	477.00	04/28/22	
2000	HAP Sumerall T 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	688.00	04/28/22	
	HAP Hoffert J 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	533.00	04/28/22	
	HAP Hunt M 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	378.00	04/28/22	
	HAP Hall T 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	1,050.00	04/28/22	
	HAP BRINER K 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	216.00	04/28/22	
	HAP Sherwood S 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	643.00	04/28/22	
	HAP Dver A 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	141.00	04/28/22	
	HAP Schwaab A 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	439.00	04/28/22	
	HAP Ross Z 052022				
1895	11/22 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	589.00	04/28/22	
	HAP Keys A 052022				
1895	11722 AP 05/01/22 0038443	CHRISTOPHERSON RENTALS	631.00	04/28/22	
	HAP Ricks F 052022				
1895	11/22 AP 05/01/22 0038484	MELICK, KENT L.	591.00	04/28/22	
	HAP Drewelow D 052022				
1895	11/22 AP 05/01/22 0038490	PETERSEN, RANDEL	753.00	04/28/22	
	HAP Brown S 052022				
1895	11/22 AP 05/01/22 0038485	MHP 2216 LINCOLN STREET, LLC	460.00	04/28/22	
	HAP_Wilder S 052022				
1895	11/22 AP 05/01/22 0038485	MHP 2216 LINCOLN STREET, LLC	575.00	04/28/22	
	HAP_Rule S 052022				
1895	11/22 AP 05/01/22 0038485	MHP 2216 LINCOLN STREET, LLC	316.00	04/28/22	
	HAP_Cochran S 052022				
1895	11/22 AP 05/01/22 0038485	MHP 2216 LINCOLN STREET, LLC	451.00	04/28/22	
	HAP Malone S 052022				
1895	11/22 AP 05/01/22 0038485	MHP 2216 LINCOLN STREET, LLC	330.00	04/28/22	
	HAP_Jones T 052022				
1895	11/22 AP 05/01/22 0038455	EPM IOWA	618.00	04/28/22	
	HAP_Thompson T 052022				
1895	11722 AP 05/01/22 0038455	EPM IOWA	411.00	04/28/22	
	HAP_Frisch K 052022			+ +	
1895	11/22 AP 05/01/22 0038452	DC MANAGEMENT, LLC	480.00	04/28/22	

PREPAR PROGRA CITY O	PREPARED 05/10/2022, 9:26:54 PROGRAM GM360L CITY OF CEDAR FALLS			ACCOUNT ACTIVITY	LISTING	PAGE 20 ACCOUNTING PERIOD 10/2022			
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACI DATE	ION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 2 217-2	17 SE 214-4	32.89-61 HAP Whi	HOUS MIS	CELLANEOUS	SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED	continued		
1895		11/22 HAP_Cur	AP 0	5/01/22 00 L 052022	38479	KROEMER, KRAIG	366.00		04/28/22
1895		11/22 HAP JO1	AP 0 dan	5/01/22 00 L 052022	38481	LEGACY RESIDENTIAL	291.00		04/28/22
1895		11/22 HAP Wor	AP 0	5/01/22 00 W 052022	38433	ARENDS INVESTMENTS	550.00		04/28/22
1895		11/22	AP 0	5/01/22 00 r S 05202	38487	OWL INVESTMENTS, LLC	509.00		04/28/22
1895		11/22	AP 0	5/01/22 00	38449	CRESCENT CONDOMINIUMS, LLC	435.00		04/28/22
1895		11/22	AP 0	5/01/22 00	38465	HARRINGTON'S RENTAL LLC	586.00		04/28/22
1895		11/22	AP 0	5/01/22 00	38457	FERNHOLZ, KARI L.	1,041.00		04/28/22
1895		11/22	AP 0	D 052022	38493	ROGERS, DERICK	1,217.00		04/28/22
1895		HAP_Sar 11/22	AP 0	5/01/22 00	38493	ROGERS, DERICK	866.00		04/28/22
1895		HAP_She 11/22	AP 0	d J 052022 5/01/22 00	38473	KAI, BRENT	278.00		04/28/22
1895		HAP_Han 11/22	AP 0	n T 052022 5/01/22 00	38495	STAND FIRM PROPERTIES LLC	395.00		04/28/22
1895		HAP_Hod 11/22	lge G AP 0	052022 5/01/22 00	38508	WYMORE, LARRY R.	532.00		04/28/22
1895		HAP_MOB 11/22	FETT AP 0	J 052022 5/01/22 00	38471	JDR PROPERTIES, INC.	161.00		04/28/22
1895		HAP_Poc 11/22	AP 0	052022 5/01/22 00	38507	WINGSB, LLC	737.00		04/28/22
1895		HAP_Joh 11/22	AP 0	A 052022 5/01/22 00	38472	JLL EXTENDED STAY INN	191.00		04/28/22
1895		HAP Zar 11/22	nders AP 0	D 052022 5/01/22 00	38472	JLL EXTENDED STAY INN	319.00		04/28/22
1895		HAP_Moc 11/22	AP 0	052022 5/01/22 00	38480	LARSEN RENTALS LLC	484.00		04/28/22
1895		HAP_Boy 11/22	AP 0	052022 5/01/22 00	38480	LARSEN RENTALS LLC	800.00		04/28/22
1895		HAP Gri	LSby	C 052022	138502	VILLAGE II AT NINE23 APARTMEN	365.00		04/28/22
1995		HAP Wil	LSON	J 052022	38502	VILLAGE IT AT NINE23 APARTMEN	423.00		04/28/22
1005		HAP Cru	ise :	B 052022	39502	WILLAGE IT AT NINE22 ADADTMEN	461.00		04/28/22
1895		HAP_Gai	crigu	s S 052022	38502	VILLAGE II AI NINEZS AFARIMEN	404.00		04/28/22
1895		11/22 HAP_Bil	AP 0. Llman	D 052022	138502	VILLAGE II AT NINEZ3 APARTMEN	424.00		04/20/22
1895		11/22 HAP_Rea	AP 0. ams L	5/01/22 00 052022	38502	VILLAGE II AT NINE23 APARTMEN	500.00		04/28/22
1895		11/22 HAP_Hod	AP 0. odjer	5/01/22 00 5 052022	38502	VILLAGE II AT NINE23 APARTMEN	189.00		04/28/22

PREPAR PROGRA CITY O	ED 05/10/2022, 9:26:54 M GM360L F CEDAR FALLS	ACCOUNT ACTIVITY LIST	ING	ACCOUNTING	PAGE 21 PERIOD 10/2022
GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 2	17 SECTION 8 HOUSING FUND	TO A VOID DECISION DUMA CONTREP.	port i suo d		
217-2	214-432.89-61 MISCELLANEOUS SERVIC	VILLAGE II AT NINE23 ADAPTMEN	332 00		04/28/22
1892	11/22 AP 05/01/22 0038502	VILLAGE II AI NINEZS AFARIMEN	552.00		04/20/22
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	424.00		04/28/22
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	285.00		04/28/22
1995	HAP O'dell J 052022	VILLAGE II AT NINE23 APARTMEN	436.00		04/28/22
1093	HAP Humpbrev E $05202$	VIDINGE IT AT ATABES MURATIMA	100100		130
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	380.00		04/28/22
1005	HAP Wiedow C 052022	VILLAGE IT AT NINE23 APARTMEN	580 00		04/28/22
1033	HAP BALM D 052022	VIIIINOI II AI MIMIES MIMIMA	500,00		,,
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	676.00		04/28/22
1005	HAP Wilson S 052022	NTIINCE TT AT NINDOG ADADTMEN	722 00		04/28/22
1892	HAP Forney A 052022	VILLAGE II AI NINEZS AFARIMEN	722.00		04/20/22
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	319.00		04/28/22
	HAP_Saccento J 052022				04/00/00
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	461.00		04/28/22
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	357.00		04/28/22
	HAP_OBrien N 052022				
1895	11722 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	100.00		04/28/22
1005	HAP Rogers E $052022$	WILLACE IT AT MINE?? ADARTMEN	179 00		04/28/22
1095	HAP Humphrey J 052022	VIDDAGE II AI MINEZS AFANIMEN	1,0,00		01,20,12
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	328.00		04/28/22
	HAP_Dzapo S 052022				04/00/00
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	333.00		04/28/22
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	703.00		04/28/22
	HAP_Miller K 052022				
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	435.00		04/28/22
1005	HAP_Haug_K_052022	VILLAGE IT AT NINE23 APARTMEN	163.00		04/28/22
1033	HAP Mullins J 052022	VIDEAGE IT AT ATALES MINUMER			,,
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	139.00		04/28/22
	HAP Nielsen J 052022		251 00		04/29/22
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	251.00		04/20/22
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	436.00		04/28/22
	HAP_Loffredo C 052022				
1895	11/22 AP 05/01/22 0038502	VILLAGE II AT NINE23 APARTMEN	539.00		04/28/22
1005	HAP Willis C 052022	KIEIN JULIE	192 00		04/28/22
1022	HAP_Stover A 052022	NEELN, COLLE			,, 35
1895	11/22 AP 05/01/22 0038467	HOUSING AUTHORITY OF JOLIET	1,067.00		04/28/22
	HAP Wilson Q 052022		1 860 00		04/29/22
1895	11/22 AP 05/01/22 0038467	HOUSING AUTHORITY OF JOHIET	1,960.00		07/20/22

PREPAR PROGRA	RED 05/10/2022 AM GM360L DF CEDAR FALLS	, 9:26	:54		ACCOUNT ACTIVITY	LISTING	ACCOUNTING	PAGE 22 PERIOD 10/2022
GROUP NBR	PO ACCTG NBR PER.	T CD D	RANSACTI ATE	ON NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								- POST DT
FUND 2 217-2	217 SECTION 8 2214-432.89-61 HAD Day	MISCEL	FUND LANEOUS	SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED	continued		
1895	11/22 HAP Thr	AP 05/0	1/22 003 052022	8468	HOWARD, BRAD	1,008.00		04/28/22
1895	11/22 HAP Mul	AP 05/0 anax W	1/22 003 052022	8478	KREMER PROPERTIES LLC	422.00		04/28/22
1895	11/22 HAP Mal	AP 05/0 tas M 0	1/22 003 52022	8477	KRAAYENBRINK, RANDY L.	715.00		04/28/22
1895	11/22 HAP Caf	AP 05/0 ferty M	1/22 003 052022	8477	KRAAYENBRINK, RANDY L.	654.00		04/28/22
1895	11722 HAP Ewi	AP 05/0 ng J 05	1/22 003 2022	8477	KRAAYENBRINK, RANDY L.	757.00		04/28/22
1895	11/22 HAP Gar	AP 05/0 cia K 0	1/22 003 52022	8445	CMY PROPERTIES, LLC	1,222.00		04/28/22
1895	11/22 HAP Car	AP 05/0 rillo D	1/22 003 052022	8446	CNC INVESTMENTS, LLC	985.00		04/28/22
1895	11/22 HAP_Coc	AP 05/0 hran C	1/22 003 052022	8437	BUTLER, MICHAEL	495.00		04/28/22
1895	11/22 . HAP_Tho	AP 05/0 mpson L	1/22 003 052022	8469	HUNTER PROPERTY LLC	768.00		04/28/22
1895	11/22 HAP_Got	AP 05/0 tfried	1/22 003 L 052022	8464	HAGEDORN, JEREMIAH	826.00		04/28/22
1895	11/22 HAP_Lak	AP 05/0 e L 052	1/22 003 022	8497	SUNRISE PROPERTIES LLC	499.00		04/28/22
1895	11/22 HAP_Atk	AP 05/0 ins T 0	1/22 003 52022	8476	KOG PROPERTIES LLC	1,225.00		04/28/22
1895	11/22 HAP_Arc	AP 05/0 her A 0	1/22 003 52022	8476	KOG PROPERTIES LLC	1,300.00		04/28/22
1895	11/22 HAP_Guz	AP 05/0 zle T 0	1/22 003 52022	8463	GOV, LLC	1,100.00		04/28/22
1895	11/22 HAP_Bur	AP 05/0 k B 052	1/22 003 022	8439	CARL ERICSON	867.00		04/28/22
1895	11/22 HAP_Mus	AP 05/0 sman C	1/22 003 052022	8488	PANHWAR, ABDUL	502.00		04/28/22
1895	HAP_Tom	AP 0570 lyanovi	1/22 003 ch C 052	022	KIDWELL, SIEVE	1 036 00		04/28/22
1895	HAP Pri	AP 05/0 or D 05	2022	0447	WILL FLAIS LLC	1,030.00		04/28/22
1895	HAP_Gil	more A	052022	8447	UNCERTES DEC	426.00		04/28/22
1895	HAP Wea	AP 05/0 ver J 0	52022	0500	WINGERI, DRIAN	420.00		04/28/22
1005	HAP_HOL	den K 0	1/22 003 52022	9/96	ARVIEW DOODEDTIES LLC	1 000 00		04/28/22
1005	HAP_Jur	ries P	1/22 003	9489	PAULSON JAMES	188 00		04/28/22
1832	HAP_Gor	don L 0	1/22 003 52022	0407	FAULOUN, UAMED	422.00		04/28/22
T892	11/22 HAP_Dav	AP 05/0 is D 05	1/22 003 2022	0454	BUMCRESI ESIAIES, D.C.	422.00		04/20/22

PREPARED 05/10/2022, 9:26:54 PROGRAM GM360L CITY OF CEDAR FALLS			ACCOUNT ACTIVITY LISTING		PAGE 23 ACCOUNTING PERIOD 10/2022				
GROUP NBR	PO NBR	ACCTG PER.	CD	-TRANSA DATE	ACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND :	217 SEC	TION 8	HOUSI	NG FUNI	0				
217-3	2214-43	2.89-61	L MISC	ELLANE	OUS SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED	continued		
1895		11/22	AP 05	5/01/22	0038483	MCKERNAN, JAMES M.	345.00		04/28/22
	I	HAP_Buc	chanar	n J 0520	022				/ /
1895		11/22	AP 05	5/01/22	0038458	G P MANAGEMENT LLC	414.00		04/28/22
	I	HAP_Wer	nzel J	052022	2				
1895		11/22	AP 05	5/01/22	0038499	T.J.J.C. L.L.C.	222.00		04/28/22
	I	HAP_Hoi	nback	K 0520	022				
1895		11722	AP 05	5/01/22	0038499	T.J.J.C. L.L.C.	282.00		04/28/22
	I	HAP_DO	nbrod	k M 052	2022				
1895		11/22	AP 05	5/01/22	0038499	T.J.J.C. L.L.C.	568.00		04/28/22
	I	HAP Bra	acelly	J 0520	022				
1895		11722	AP 05	5/01/22	0038460	GERDES III, BENJAMIN P	596.00		04/28/22
	I	HAP She	erwood	1 D 0520	022				
1895		11722	AP 05	5/01/22	0038460	GERDES III, BENJAMIN P.	726.00		04/28/22
	1	HAP Ord	aell A	052022	2				
1895	-	11722	AP 05	5/01/22	0038460	GERDES III, BENJAMIN P.	307.00		04/28/22
	1	HAP AL	essi	S 05202	22				
1895		11722	AP 05	5/01/22	0038460	GERDES III. BENJAMIN P.	703.00		04/28/22
	1	HAP Bay	mes Z	052022	2				
1895		11722	AD OF	/01/22	0038470	T & A PROPERTIES	1.300.00		04/28/22
1000	1	UND LON	T. C	52022	0000170		-,		
1005		11722		5/01/22	0039435	BARTELT RENTALS I. C	472.00		04/28/22
1095	,		ar u.	5701722	0000400	DARIEDI REMINED D.C.			,,
1005		11700		2022	0020425		437 00		04/28/22
1932		11/22	AP US	5/01/22	0038433	BARIELI RENIALS D.C.	457.00		01/10/21
	1	HAP WOO	N ab	052022		a a u uor dinga i i a	700 00		04/29/22
1895		11/22	AP 05	5/01/22	0038438	C & H HOLDINGS LLC	/98.00		04/20/22
	1	HAP_ROS	35 S (	)52022					
							00 150 00	0.0	00 150 00
				ACCO	JUNT TOTAL		98,159.00	- 00	98,159.00
217-3	2214-43	2.89-65	5 MISC	CELLANE	OUS SERVICE	S / ADMIN FEE DUE OTHERS			
1895		11/22	AP 05	5/01/22	0038448	COOK CO.HOUSING AUTHORITY	34.16		04/28/22
	1	AF_Gold	isteir	n K 0520	022				
1895		11/22	AP 05	5/01/22	0038467	HOUSING AUTHORITY OF JOLIET	48.79		04/28/22
	1	AF Wils	son Q	052022					
1895		11/22	AP 05	5/01/22	0038467	HOUSING AUTHORITY OF JOLIET	48.79		04/28/22
		AF Pavi	ie I (	52022					
				ACCO	JUNT TOTAL		131.74	.00	131.74
					TATOT O		98,290.74	.00	98,290.74
				T 0141					

PREPARED 05/10/2022, 9:26:54 A PROGRAM GM360L CITY OF CEDAR FALLS		ACCOUNT ACTIVIT	Y LISTING	ACCOUNT	PAGE 24 ACCOUNTING PERIOD 10/2022		
GROUP NBR N	PO ACCTG BR PER.	TRANSACTION CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 223 FUND 224 FUND 242 FUND 254 254-108 1890	COMMUNITY I TRUST & AG STREET REPJ CABLE TV FV 8-431.64-02 10/22 J HEALTH	BLOCK GRANT ENCY AIR FUND JND INSURANCE / HEALTH J AP 04/14/22 0006182 INS. REIMBURSEMENT	NS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, II	NC 60.00		05/03/22	
		ACCOUNT TOTAL	J	60.00	.00	60.00	
254-108 1890	8-431.72-01 10/22 J DEPOSIT	OPERATING SUPPLIES / AP 04/06/22 0006171 TICKET BOOKS	OPERATING SUPPLIES FARMERS STATE BANK	7.44		05/03/22	
		ACCOUNT TOTAL	1	7.44	.00	7.44	
		FUND TOTAL		67.44	.00	67.44	
FUND 258 258-553 1890	PARKING FU 1-435.71-01 10/22 J DEPOSIT	ND OFFICE SUPPLIES / OF AP 04/06/22 0006171 TICKET BOOKS	FICE SUPPLIES FARMERS STATE BANK	17.37		05/03/22	
		ACCOUNT TOTAL		17.37	.00	17.37	
258-553 1890	1-435.72-01 10/22	OPERATING SUPPLIES / AP 04/04/22 0006184	OPERATING SUPPLIES PROFESSIONAL SOLUTIONS	288.76		05/03/22	
1890	10/22 J	AP 04/04/22 0006185	PROFESSIONAL SOLUTIONS	109.03		05/03/22	
1890	10/22 A	AP 04/04/22 0006186	PROFESSIONAL SOLUTIONS	420.47		05/03/22	
1890	10/22 MARCH C	AP 04/04/22 0006188 REDIT CARD FEES	PROFESSIONAL SOLUTIONS	12.78		05/03/22	
1890	10/22 MARCH C	AP 04/04/22 0006189 REDIT CARD FEES	PROFESSIONAL SOLUTIONS	73.71		05/03/22	
		ACCOUNT TOTAL		904.75	.00	904.75	
		FUND TOTAL		922.12	.00	922.12	

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GROUP PO ACCTG NBR NBR PER. CI	TRANSACTION D DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 261 TOURISM & VI 261-2291-423.73-57 O 1890 10/22 AP MARCH CRED	SITORS THER SUPPLIES / GIFT 04/04/22 0006192 DIT CARD FEES	SHOP PROFESSIONAL SOLUTIONS	14.48		05/03/22	
	ACCOUNT TOTAL		14.48	.00	14.48	
261-2291-423.85-01 U 1950 11/22 AP UTILITIES	TILITIES / UTILITIES 04/13/22 0396982 THRU 04/13/22	CEDAR FALLS UTILITIES	77.28		05/06/22	
	ACCOUNT TOTAL		77.28	.00	77.28	
	FUND TOTAL		91.76	. 00	91.76	
FUND 262 SENIOR SERVI 262-1092-423.72-01 O 1850 11/22 AP DECAF & R	CES & COMM CT PERATING SUPPLIES / ( 04/18/22 0396975 EGULAR COFFEE	OPERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	65.10		04/27/22	
	ACCOUNT TOTAL		65.10	.00	65.10	
262-1092-423.85-01 U 1791 11/22 AP COMMUNITY	FILITIES / UTILITIES 04/05/22 0396961 CNTER UTILITIES	CEDAR FALLS UTILITIES	1,043.50		04/27/22	
	ACCOUNT TOTAL		1,043.50	.00	1,043.50	
262-1092-423.87-01 R 1912 11/22 AP REFUND-SE	ENTALS / RENTALS 04/28/22 0396943 CURITY DEPOSIT	JUANITA VALDEZ	500.00		05/02/22	
	ACCOUNT TOTAL		500.00	.00	500.00	
262-1092-423.89-08 M 1928 11/22 AP SENIOR LI	ISCELLANEOUS SERVICE 03/01/22 0396952 NE DANCING FOR	5 / BUS TRIPS/PROGRAMMING MASMAR, MANDY SUE FEB'22-REISSUE CK#139613	60.00		05/04/22	
	ACCOUNT TOTAL		60.00	. 0 0	60.00	
	FUND TOTAL		1,668.60	.00	1,668.60	

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 291 POLICE FORFEITURE FUND FUND 292 POLICE RETIREMENT FUND 292-5521-415 54-01 WORKERS COMP / POLICE WORKERS COMP					
1890 10/22 AP 04/13/22 0006163 EMC RISK SERV WORKER COMP-POLICE CLAIM	ICES, LLC	7,348.72		05/03/22	
ACCOUNT TOTAL		7,348.72	.00	7,348.72	
FUND TOTAL		7,348.72	. 00	7,348.72	
FUND 293 FIRE RETIREMENT FUND 293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP 1890 10/22 AP 04/13/22 0006163 EMC RISK SERV WORKER COMP-FIRE CLAIM	ICES, LLC	5,730.06		05/03/22	
ACCOUNT TOTAL		5,730.06	.00	5,730.06	
FUND TOTAL		5,730.06	.00	5,730.06	
FUND 294 LIBRARY RESERVE					

FUND 296 GOLF CAPITAL FUND 297 REC FACILITIES CAPITAL FUND 298 HEARST CAPITAL FUND 311 DEBT SERVICE FUND FUND 402 WASHINGTON PARK FUND FUND 404 FEMA FUND 405 FLOOD RESERVE FUND FUND 407 VISION IOWA PROJECT FUND 408 STREET IMPROVEMENT FUND FUND 410 CORONAVIRUS LOCAL RELIEF FUND 430 2004 TIF BOND FUND 431 2014 BOND FUND 432 2003 BOND FUND 433 2001 TIF FUND 434 2000 BOND FUND 435 1999 TIF FUND 436 2012 BOND FUND 437 2018 BOND FUND 438 2020 BOND FUND FUND 439 2022 BOND FUND FUND 443 CAPITAL PROJECTS

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE - POST DT
FUND 472 PARKADE RENOVATION FUND 473 SIDEWALK ASSESSMENT FUND 483 ECONOMIC DEVELOPMENT FUND 484 ECONOMIC DEVELOPMENT LAND FUND 541 2018 STORM WATER BONDS FUND 545 2006 SEWER BONDS FUND 545 2006 SEWER BONDS FUND 546 SEWER IMPROVEMENT FUND FUND 546 SEWER RESERVE FUND FUND 548 1997 SEWER BOND FUND FUND 549 1992 SEWER BOND FUND FUND 550 2000 SEWER BOND FUND FUND 551 REFUSE FUND 551-0000-213.00-00 CURRENT LIABILITY /	BALES TAX PAYABLE			
1890 10/22 AP 04/08/22 0006175 SEMI MONTHLY SALES TAX	IOWA DEPT.OF REVENUE COMMERCIAL GARBAGE A/R	195.35		05/03/22
ACCOUNT TOTAL		195.35	.00	195.35
551-6685-436.64-02 INSURANCE / HEALTH I 1890 10/22 AF 04/14/22 0006182	NS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	394.78		05/03/22
HEALTH INS. REIMBURSEMENT 1890 10/22 AP 04/14/22 0006182 HEALTH INS. REIMBURSEMENT	ISOLVED BENEFIT SERVICES, INC	171.80		05/03/22
ACCOUNT TOTAL		566.58	.00	566.58
551-6685-436.71-01 OFFICE SUPPLIES / OF 1890 10/22 AP 04/06/22 0006171 DEPOSIT TICKET BOOKS	FICE SUPPLIES FARMERS STATE BANK	37.22		05/03/22
ACCOUNT TOTAL		37.22	.00	37.22
551-6685-436.72-01 OPERATING SUPPLIES / 1890 10/22 AP 04/04/22 0006195 MARCH CREDIT CARD FEES 1890 10/22 AP 04/04/22 0006189 MARCH CREDIT CARD FEES	OPERATING SUPPLIES PROFESSIONAL SOLUTIONS PROFESSIONAL SOLUTIONS	284.60 24.40		05/03/22 05/03/22
ACCOUNT TOTAL		309.00	.00	309.00
551-6685-436.85-01 UTILITIES / UTILITIE 1950 11/22 AP 04/13/22 0396982 UTILITIES THRU 04/13/22	S CEDAR FALLS UTILITIES	44.68		05/06/22
ACCOUNT TOTAL		44.68	- 00	44.68

PREPARED 05/10/2022, 9:26:54 PROGRAM GM360L CITY OF CEDAR FALLS				ACCOUNT ACTIVITY LISTING			PAGE 28 ACCOUNTING PERIOD 10/202:			
GROUP NBR	PO NBR	ACCTG PER.	CD	- TRANSAC DATE	TION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT
	E1 DE1	אווס סטווק								
551-6 1912	685-41	11/22 LANDFII	AP 04	FALS / MA 4/15/22 0 J:4/1-4/1	TERIAL DI 396941 5/22	SPOSAL/HANDLIN BLACK HAWK CO.LANDFILL		21,230.87		05/02/22
				ACCOU	NT TOTAL			21,230.87	<b>≩</b> 00	21,230.87
551-6	685-43	36.89-04	MIS	CELLANEOU	S SERVICE	S / SALES TAX				05 (02 (00
1890		10/22 SEMI MC	AP 04	1/25/22 0 ( SALES T	006177 AX	IOWA DEPT.OF REVENUE COMMERCIAL GARBAGE		78.05		05/03/22
1890		10/22 SEMI MO	AP 04	4/08/22 0 7 SALES T	006175 AX	IOWA DEPT.OF REVENUE COMMERCIAL GARBAGE		87.01		05/03/22
				ACCOU	NT TOTAL			165.06	. 00	165.06
				FUND	TOTAL			22,548.76	. 00	22,548.76
	E2 CF1	תעים מבואי	יסד. דר							
552-6 1950	655-43	36.85-01 11/22 UTILITI	AP 04	LITIES / 4/13/22 0 HRU 04/13	UTILITIES 396982 /22	CEDAR FALLS UTILITIES		5,541.46		05/06/22
				ACCOU	NT TOTAL			5,541.46	.00	5,541.46
EE2 6	665 A		TNC	DANCE /	טדאז. דע דא					
1890	005-4.	10/22	AP 04	4/14/22 0	006182	ISOLVED BENEFIT SERVICES,	INC	475.70		05/03/22
1890		10/22	AP 04	1/14/22 0	006182	ISOLVED BENEFIT SERVICES,	INC	200.35		05/03/22
1890		10/22 HEALTH	INS. AP 04 INS.	REIMBURS 4/14/22 0 REIMBURS	EMENT 006182 EMENT	ISOLVED BENEFIT SERVICES,	INC	100.00		05/03/22
				ACCOU	NT TOTAL			776.05	.00	776.05
552-6	665-4	96 96-33	DED	ATP & MAT	NTENANCE	/ SLUDGE REMOVAL				
1912		11/22 LANDFII	AP 04	4/15/22 0 /:4/1-4/1	396941 5/22	BLACK HAWK CO.LANDFILL		42.25		05/02/22
				ACCOU	NT TOTAL			42.25	.00	42.25
552-6	665-4	36.89-04	MIS	CELLANEOU	S SERVICE	S / SALES TAX		1 590 01		05/02/22
1890		10/22 SEMI MO	AP 04	±/25/22 0 K SALES T	006177 AX	LOWA DEPT. OF REVENUE COMMERCIAL SEWER		1,572.81		05/03/22
1890		10/22 SEMI MO	AP 04	1/08/22 0 7 SALES T	006175 AX	IOWA DEPT.OF REVENUE COMMERCIAL SEWER		6,676.62		05/03/22

PREPARED PROGRAM CITY OF C	05/10/2022, 9:26:54 GM360L EDAR FALLS	ACCOU	ACCOUNT ACTIVITY LISTING			PAGE 29 ACCOUNTING PERIOD 10/2022		
GROUP P NBR NB	PO ACCTGTRANSACTION BR PER. CD DATE NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT		
FUND 552	SEWER RENTAL FUND							
552-6665	-436.89-04 MISCELLANEOUS SERVIC	ES / SALES TAX	continu	ed				
	ACCOUNT TOTAL		8	,249.43	0.0	8,249.43		
	FUND TOTAL		14	,609.19	.00	14,609.19		
FUND 553 FUND 555 FUND 570 FUND 606 606-1078 1912	2004 SEWER BOND STORM WATER UTILITY SEWER ASSESSMENT DATA PROCESSING FUND -441.82-10 COMMUNICATION / TELE 11/22 AP 04/06/22 0396949 WIRELESS SRV:4/6-5/5/22	PHONE HOLDING ACCOU U.S. CELLULAR	NT 2	,955.42		05/02/22		
	ACCOUNT TOTAL		2	,955.42	.00	2,955.42		
	FUND TOTAL		2	,955.42	. 00	2,955.42		
FUND 680	HEALTH INSURANCE FUND							
680-1902	-457.51-01 INSURANCE / HEALTH I	NSURANCE	20	098 99		05/03/22		
1890	HEALTH CLAIMS PROCESSING	WELLMARK IOWA	32	,098.99		05/05/22		
1890	10/22 AP 04/25/22 0006167	EXPRESS SCRIPTS,	INC. 21	,703.63		05/03/22		
1990	RX CLAIMS PROCESSING	WEY HEALTH INC		121.80		05/03/22		
1090	COBRA MONTHLY ADMIN FEE	WER HEREFT, INC.				,,		
1890	10/22 AP 04/22/22 0006208	WELLMARK IOWA	27	,013.49		05/03/22		
1890	HEALTH CLAIMS PROCESSING	EXPRESS SCRIPTS.	INC. 36	.647.58		05/03/22		
1000	RX CLAIMS PROCESSING	,		,				
1890	10/22 AP 04/15/22 0006207	WELLMARK IOWA	41	,253.15		05/03/22		
1890	10/22 AP $04/11/22$ 0006165	EXPRESS SCRIPTS.	INC. 7	,530.49		05/03/22		
	RX CLAIMS PROCESSING					/ /		
1890	10/22 AP 04/08/22 0006206	WELLMARK IOWA	28	,645.15		05/03/22		
1890	10/22 AP 04/04/22 0006164	EXPRESS SCRIPTS,	INC. 25	,712.02		05/03/22		
	RX CLAIMS PROCESSING					05/00/00		
1890	10/22 AP 04/01/22 0006204	WELLMARK IOWA	52	,073.47		05/03/22		
1890	10/22 AP 04/01/22 0006205 HEALTH CLAIMS PROCESSING	WELLMARK IOWA	26	,442.02		05/03/22		
	ACCOUNT TOTAL		299	,241.79	.00	299,241.79		

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GROUP PO ACCTGTRANSACT NBR NBR PER. CD DATE	'ION NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 680 HEALTH INSURANCE FUND 680-1902-457.51-06 INSURANCE / I 1890 10/22 AP 04/01/22 00 APRIL 2022 DENTAL	ENTAL INSURANCE 06162 DELTA DENTAL OF IOWA	7,788.66		05/03/22
ACCOUN	T TOTAL	7,788.66	.00	7,788.66
FUND 7	OTAL	307,030.45	.00	307,030.45
FUND 681 HEALTH SEVERANCE 681-1902-457.51-10 INSURANCE / F 1912 11/22 AP 04/29/22 03 RMB:HEALTH SEV.1/2 MP 1912 11/22 AP 04/29/22 03 RMB:HEALTH SEV.1/2 AF 1912 11/22 AP 04/29/22 03 RMB:HEALTH SEV.1/2 AF ACCOUN FUND 682 HEALTH INSURANCE - FIRE FUND 682 HEALTH INSURANCE - FIRE FUND 685 VEHICLE MAINTENANCE FUND 685-6698-446.64-02 INSURANCE / F 1890 10/22 AP 04/14/22 00 HEALTH INS. REIMBURSE ACCOUN	EALTH SEVERANCE PAYMENTS 96945 LUX, JOSH R'22 96945 LUX, JOSH R'22 96945 LUX, JOSH R'22 T TOTAL T TOTAL OTAL EALTH INS. REIMBURSEMENT 06182 ISOLVED BENEFIT SERVICES, IMMENT T TOTAL	105.27 105.27 105.27 315.81 315.81 NC 121.36 121.36	.00 .00	05/02/22 05/02/22 315.81 315.81 05/03/22 121.36
FUND 1	OTAL	121.36	-00	121.36
FUND 686 PAYROLL FUND 686-0000-222.01-00 PAYROLL LIABI 1890 10/22 AP 04/25/22 00 FEDERAL WITHHOLDING T 1890 10/22 AP 04/11/22 00 FEDERAL WITHHOLDING T ACCOUN	LITY / FEDERAL TAXES 06201 UNITED STATES TREASURY AX 04/22/22 PAYROLL 06200 UNITED STATES TREASURY AX 04/08/22 PAYROLL T TOTAL	63,443.12 61,741.72 125,184.84	.00	05/03/22 05/03/22 125,184.84
686-0000-222.02-00 PAYROLL LIABI 1890 10/22 AP 04/25/22 00 STATE WITHHOLDING TAX	LITY / STATE WITHHOLDING 06178 IOWA DEPT.OF REVENUE 04/22/22 PAYROLL	27,157.76		05/03/22

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GROUP PO ACC NBR NBR PEI	IGTRANSACTION R. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
EIND COC DAVROLL	FUND					
686-0000-222.02 1890 10/: STAT	FOND -00 PAYROLL LIABILITY / 22 AP 04/12/22 0006176 E WITHHOLDING TAX	STATE WITHHOLDING IOWA DEPT.OF REVENUE 04/08/22 PAYROLL	continued 26,588.96		05/03/22	
	ACCOUNT TOTAL		53,746.72	.00	53,746.72	
686-0000-222.03 1890 10/2	-00 PAYROLL LIABILITY / 22 AP 04/25/22 0006201	FICA UNITED STATES TREASURY	72,723.30		05/03/22	
1890 10/: SS & SS &	MQGE/MEDICARE IAA 22 AP 04/11/22 0006200 MQGE/MEDICARE TAX	UNITED STATES TREASURY 04/08/22 PAYROLL	72,134.52		05/03/22	
	ACCOUNT TOTAL		144,857.82	.00	144,857.82	
686-0000-222.04 1890 10/3 IPER	-00 PAYROLL LIABILITY / 22 AP 04/26/22 0006174 S APRIL 2022	IPERS I.P.E.R.S.	136,718.28		05/03/22	
	ACCOUNT TOTAL		136,718.28	. 00	136,718.28	
686-0000-222.05	-00 PAYROLL LIABILITY /	OTHER DEDUCTIONS PAYABLE				
1890 10/: CHILI	22 AP 04/25/22 0006161 D SUPPORT PAYMENTS	COLLECTION SERVICES CENTER 04/22/22 PAYROLL	625.42		05/03/22	
1890 10/: CAFE	22 AP 04/22/22 0006181 TERIA PLAN	ISOLVED BENEFIT SERVICES, INC 04/22/22 PAYROLL	6,330.61		05/03/22	
1890 10/2 EMDI	22 AP 04/20/22 0006203	VOYA FINANCIAL	51,183.91		05/03/22	
1890 10/2	22 AP 04/11/22 0006160	COLLECTION SERVICES CENTER	625.42		05/03/22	
1890 10/2	22 AP 04/08/22 0006179	ISOLVED BENEFIT SERVICES, INC	6,350.61		05/03/22	
1890 10/: EMPL	TERIA PLAN 22 AP 04/06/22 0006202 DYEE 457 CONTRIBUTION	VOYA FINANCIAL 04/08/22 PAYROLL	13,383.91		05/03/22	
	ACCOUNT TOTAL		78,499.88	+ 0 0	78,499.88	
686-0000-222.14 1890 10/3 MFPR	-00 PAYROLL LIABILITY / 22 AP 04/27/22 0006183 SI RETIREMENT	POLICE & FIRE RETIREMENT MUNICIPAL FIRE & POLICE RETIR	163,318.00		05/03/22	
	ACCOUNT TOTAL		163,318.88	.00	163,318.88	
	FUND TOTAL		702,326.42	.00	702,326.42	

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GROUP F NBR NB	PO ACCTG BR PER.	CD	TRANSA DATE	CTION NUMBER	DESCRIPTION			DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 687	WORKERS CC	MPENSA	TION F	UND						
687-1902 1890	-457.51-02 10/22	INSUR AP 04/	ANCE / 13/22	WORKERS C 0006163	OMP INSURANCE EMC RISK SERVICES,	LLC	1,3	50.00		05/03/22
1890	10/22 WORKER	AP 04/ COMP C	13/22 LAIM	0006163	EMC RISK SERVICES,	LLC	14,0	97.97		05/03/22
			ACCO	UNT TOTAL			15,4	47.97	.00	15,447.97
			FUNE	TOTAL			15,4	47.97	.00	15,447.97
FUND 688 688-1902 1928	LTD INSURA -457.51-03 11/22	NCE FU INSUR AP 05/	ND ANCE /	LTD INSUR 0396951	ANCE MADISON NATIONAL 1	JIFE INS.CO.	3,8	65.67		05/04/22
	LTD - M	IAY 202	2							
			ACCO	UNT TOTAL			3,8	65.67	.00	3,865.67
688-1902 1928	-457.51-04 11/22 GROUP I	INSUR AP 05/ JFE AD	ANCE / 01/22 0/D-MAY	LIFE INSU 0396954 '22	RANCE STANDARD INSURANCE	E COMPANY	3,4	90.99		05/04/22
			ACCO	UNT TOTAL			3,4	90.99	.00	3,490.99
			FUND	TOTAL			7,3	56.66	.00	7,356.66
FUND 689	LIABILITY	INSURA	NCE FU	ND	INSURANCE					
1890	10/22	AP 04/	13/22	0006163	EMC RISK SERVICES,	LLC	1,3	70.00		05/03/22
1890	10/22 LIABILI	AP 04/	13/22 IM	0006163	EMC RISK SERVICES,	LLC	6	15.92		05/03/22
			ACCO	UNT TOTAL			1,9	85.92	. 00	1,985.92
			FUND	TOTAL			1,9	85.92	.00	1,985.92

FUND 724 TRUST & AGENCY FUND 727 GREENWOOD CEMETERY P-CARE

PREPARED 05/10/2022, 9:26:54 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY LISTING		ACCOUNTING	PAGE 33 PERIOD 10/2022
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMP	 ER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE - POST DT
FUND 728 FAIRVIEW CEMETERY P-CARE FUND 729 HILLSIDE CEMETERY P-CARE				
GRAND TOTAL		1,248,011.41	279.81	1,247,731.60

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Council Envoices for Council Meeting 05/16/22 ACCOUNT ACTIVITY LISTING

PREPARED 05/10/2022, 9:20:04

PROGRAM GM360L

ACCOUNTING PERIOD 10/2022

CITY C	F CED	AR FALLS	5							
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSA DATE	ACTION NUMBER	DESCRIPTION		DEBIJ	S CREDITS	CURRENT BALANCE
										1051 51
FUND 1	LO1 GE	NERAL FU 41 71-01	ND	E SUP	NITES / OF	TCE SUPPLIES				
1957	1000 1	11/22 WATER-6	AP 04/	30/22	0000000	CULLIGAN WATER CONDI	TIONING	13.83	3	05/10/22
1923		11/22 FRASERS	AP 04/	26/22	0000000	OFFICE EXPRESS OFFIC	E PRODUCT	1.63	l .	05/10/22
1923		11/22 COPY PA	AP 04/ APER	26/22	0000000	OFFICE EXPRESS OFFIC	E PRODUCT	28.35	;	05/10/22
				ACCO	UNT TOTAL			43.81		43.81
101-1 1923	008-4	41.83-05 11/22 HOTEL-1	TRANS AP 05/ MFOA C	PORTAT 01/22 CONF-KE	ION&EDUCA 0000000 RR	TION / TRAVEL (FOOD/MI HOLIDAY INN-CONFEREN DES MOINES 4/21	LEAGE/LOD) CE CENTER -4/22/22	112.00	,	05/10/22
				ACCO	UNT TOTAL			112.00	.00	112.00
101-1 1946	008-4	41.86-01 11/22 ON-SITE	AP 05/	R & MA 03/22 DESTRU	INTENANCE 00000000 JCTION	/ REPAIR & MAINTENANC SHRED-IT USA TICKET #8506200	E 1	52.38		05/10/22
				ACCO	UNT TOTAL			52.38	. 00	52.38
101-1 1957	1026-4	41.71-01 11/22	AP 04/	E SUPE 30/22	DIES / OF: 00000000	CULLIGAN WATER CONDI	TIONING	5.53		05/10/22
1923		11/22	AP 04/	26/22	0000000	OFFICE EXPRESS OFFIC	E PRODUCT	.65		05/10/22
1923		11/22 COPY PA	AP 04/	26/22	0000000	OFFICE EXPRESS OFFIC	E PRODUCT	5.67		05/10/22
				ACCO	UNT TOTAL			11.85	. 0 0	11.85
101-1 1923	026-4	41.83-05 11/22 HOTEL-I	TRANS AP 05/ MFOA C	PORTAT 01/22 CONF-RC	ION&EDUCA 0000000 DENBEC	TION / TRAVEL (FOOD/MI HOLIDAY INN-CONFEREN DES MOINES 4/21	LEAGE/LOD) CE CENTER -4/22/22	112.00		05/10/22
				ACCO	UNT TOTAL			112.00	.00	112.00
101-1 1930	1026-4	41.83-06 11/22 IOWA SC	5 TRANS AP 03/ CIETY	PORTAT 25/22 OF CP#	'ION&EDUCA' 0140029	TION / EDUCATION US BANK REG:CONT.EDU WE	B-RODENBEC	343.00		05/06/22
				ACCO	UNT TOTAL			343.00	.00	343.00

PREPARED PROGRAM CITY OF	05/10/2023 GM360L CEDAR FALL	2, 9 3	:20:04		ACCOUNT ACTIVIT	Y LISTING	ACCOUNT	PAGE 2 ING PERIOD 10/2022
GROUP NBR N	PO ACCTG NBR PER.	CD	- TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101	GENERAL F	IND						
101-102 1957	28-441.71-0 11/22	AP 04	ICE SUPPI 4/30/22	LIES / OFF	ICE SUPPLIES CULLIGAN WATER CONDITIONING	18.44		05/10/22
1923	11/22	AP 04	$\frac{100}{126/22}$	0000000	OFFICE EXPRESS OFFICE PRODUC	CT 2.16		05/10/22
1923	ERASER: 11/22 COPY PA	5,ERAS AP 04 APER	SER CLIC 4/26/22 (	HLDR 0000000	OFFICE EXPRESS OFFICE PRODUC	CT 34.01		05/10/22
			ACCOU	JNT TOTAL		54.61	.00	54.61
101-102 1923	28-441.83-0 11/22	5 TRAN	SPORTAT	ION&EDUCAT	ION / TRAVEL (FOOD/MILEAGE/L HOLIDAY INN-CONFERENCE CENT	DD) ER 112.00		05/10/22
1953	HOTEL- 11/22 HOTEL-1	AP 05	CONF-ROI 5/01/22 ( CONF-KO	DING 0000000 CKLER	HOLIDAY INN-CONFERENCE CENTR DES MOINES 4/20-4/22/22	ER 224.00		05/10/22
			ACCOU	NT TOTAL		336.00	. 0 0	336.00
101-102 1930	28-441.83-00 11/22 ISU EV	5 TRAN AP 03 ENT RE	NSPORTATI 3/30/22 ( EGISTRATI	ION&EDUCAT 0140029 ION	TION / EDUCATION US BANK REG:IMPI-KOCKLER 4/20/2	250.00		05/06/22
			ACCOU	NT TOTAL		250.00	.00	250.00
101-103	8-441.71-0	L OFFI	ICE SUPPI	LIES / OFF	ICE SUPPLIES			
1957	11/22 WATER-1	AP 04	1/30/22 (	000000	CULLIGAN WATER CONDITIONING	5.53		05/10/22
1923	11/22	AP 04	1/26/22 (	000000	OFFICE EXPRESS OFFICE PRODUC	CT .65		05/10/22
1923	11/22 COPY Pi	AP 04 APER	1/26/22 (	0000000	OFFICE EXPRESS OFFICE PRODUC	CT 22.67		05/10/22
			ACCOU	INT TOTAL		28.85	. 0 0	28.85
101-103 1923	88-441.81-09 11/22 COPY PA	PROP AP 04 PER	FESSIONAI 4/26/22 (	SERVICES	/ HUMAN RIGHTS COMMISSION OFFICE EXPRESS OFFICE PRODUC	т 2.27		05/10/22
			ACCOU	NT TOTAL		2.27	.00	2.27
101-103 1930	8-441.81-4 11/22	ADMI AP 04	INISTRATI 1/13/22 (	IVE SERVIC	ES / PROFESSIONAL SERVICES US BANK	256.45		05/06/22
1930	ONE SOU 11/22 ONE SOU	JRCE 1 AP 03 JRCE 1	THE BACKO 3/30/22 ( THE BACKO	BROUND 140029 BROUND	BACKGROUND CHECKS US BANK BACKGROUND CHECKS	42.30		05/06/22

PREPAR PROGRA CITY O	PREPARED 05/10/2022, 9:20:04 ACCOUNT ACTIVITY L PROGRAM GM360L CITY OF CEDAR FALLS						LISTING	PAGE 3 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO NBR	ACCTG PER,	CD	-TRANSAC DATE	TION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 1 101-1	01 GENE 038-441	RAL FUN .81-49	ND ADMI	NISTRATI	VE SERVIC	ES / PROFESSIONAL SERVICES	continued			
				ACCOU	NT TOTAL		298.75	. 00	298.75	
101-1	038-441	.81-53	PROF	ESSIONAL	SERVICES	/ JOB NOTICES				
1957	)Ti	11/22 / or ad.u	AP 04 VE WA	/29/22 0	000000	CEDAR VALLEY SAVER, INC. 4/28/22 DISPLAY/WEB ADS	203.00		05/10/22	
1957	J	11/22 A	AP 04	/29/22 0 NAL LABO	000000 RERS	CEDAR VALLEY SAVER, INC. 4/28/22 DISPLAY/WEB ADS	75.00		05/10/22	
1957	J	11/22 A OB AD:H	AP 04 ENGIN	/29/22 0 EERING I	000000 NTERN	CEDAR VALLEY SAVER, INC. 4/28/22 DISPLAY/WEB ADS	75.00		05/10/22	
1957	J	11/22 A	AP 04 IEARS	/29/22 0 T CENTER	000000	CEDAR VALLEY SAVER, INC. 4/28/22 DISPLAY/WEB ADS	75.00		05/10/22	
1930	L	11/22 A	AP 04 ≬-772	/05/22 0 *6912264	140029	US BANK RECRUITER LITE RENEWAL	119.95		05/06/22	
1930	Ţ	11/22 <i>F</i>	AP 04 JBLT	/01/22 0	140029	US BANK JOB AD:DIR.PUBLIC SAFET	175.00 Y		05/06/22	
1923	J	11/22 A	AP 03	/31/22 0 UBLIC SA	000000 FETY	REGISTER MEDIA 3/25/22 DIGITAL ADV	479.30		05/10/22	
1923	J	11/22 A	AP 03	/31/22 0	000000 FETY	REGISTER MEDIA 3/31/22 DIGITAL ADV	311.35		05/10/22	
1923	J	11/22 A	AP 03	/31/22 0	000000	REGISTER MEDIA 2/7/22-3/24/22 PKG ADV	208.35		05/10/22	
1923	J	11/22 A DB AD:E	AP 03 EQUIP	/27/22 0 MENT MEC	000000 HANIC	WATERLOO TOWNSQUARE MEDIA RADIO	532.00		05/10/22	
				ACCOU	NT TOTAL		2,253.95	.00	2,253.95	
101-1 1923	038-441 : EI	.81-55 11/22 A MPL.ASS	PROF AP 05 SISTA	ESSIONAL /02/22 0 NCE PROG	SERVICES 000000 RAM	/ EMPLOYEE ASSISTANCE PROG MERCYONE	375.00		05/10/22	
				ACCOU	NT TOTAL		375.00	. 0 0	375.00	
101-1 1930	038-441 : So	.83-04 11/22 <i>F</i> CCIETYF	TRAN AP 04 FORHU	SPORTATI /11/22 0 MANRESOU	ON&EDUCAT 140029 RCE	ION / DUES & MEMBERSHIPS US BANK MEMBERSHIP-B BALVANZ	229.00		05/06/22	
				ACCOU	NT TOTAL		229.00	.00	229.00	
101-1 1923	038-441 : EI	.83-06 11/22 # MPL LAW	TRAN AP 04 WEB	SPORTATIO /26/22 0 INAR-4/1	ON&EDUCAT 000000 4/22	ION / EDUCATION AHLERS AND COONEY, P.C. BALVANZ,SCHINDEL,SOLE,A	275.00 GU		05/10/22	
				ACCOU	NT TOTAL		275.00	.00	275.00	

PREPARE PROGRAM CITY OF	D 05/10/2022, 9:20:04 GM360L CEDAR FALLS	ACCOUNT ACTIVITY LISTING		ACCOUNTING	PAGE 4 PERIOD 10/2022
GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 10	1 GENERAL FUND				
101-10 1957	48-441.71-01 OFFICE SUPPLIES / OF 11/22 AP 04/30/22 0000000 WATER-606 UNION ROAD	FICE SUPPLIES CULLIGAN WATER CONDITIONING	2.77		05/10/22
1923	11/22 AP 04/26/22 0000000 ERASERS ERASER CLIC HIDR	OFFICE EXPRESS OFFICE PRODUCT	.32		05/10/22
1923	11/22 AP 04/26/22 0000000 COPY PAPER	OFFICE EXPRESS OFFICE PRODUCT	4.53		05/10/22
	ACCOUNT TOTAL		7.62	.00	7.62
101-10 1923	48-441.72-11 OPERATING SUPPLIES / 11/22 AP 05/01/22 0000000 WESTLAW INFORMATION	DUES, BOOKS, MAGAZINES THOMSON REUTERS - WEST 4/1/22-4/30/22	644.21		05/10/22
	ACCOUNT TOTAL		644.21	.00	644.21
101-10 1923	48-441.81-29 PROFESSIONAL SERVICE 11/22 AP 04/27/22 0000000	S / LEGAL CONSULTANTS FEDERAL EXPRESS	16.74		05/10/22
1923	SHIPPING-M CARRINGTON 11/22 AP 04/26/22 0000000	AHLERS AND COONEY, P.C.	78.00		05/10/22
1923	LGL:GENERAL MATTERS 11/22 AP 04/25/22 0000000 LGL:LABOR RELATIONS	4/1/22 AHLERS AND COONEY, P.C. 3/21/22-4/12/22	73.35		05/10/22
	ACCOUNT TOTAL		168.09	.00	168.09
101-10 1930	48-441.83-06 TRANSPORTATION&EDUCA 11/22 AP 04/20/22 0140029 IOWA STATE BAR ASSOCIATIO	IION / EDUCATION US BANK REG:GOVT.SEMINAR-ROGERS	130.00		05/06/22
	ACCOUNT TOTAL		130.00	+ 00	130.00
101-10 1931	60-423.71-01 OFFICE SUPPLIES / OF 11/22 AP 04/14/22 0140029 AMZN MKTP US*1A29N8A30	FICE SUPPLIES US BANK GREETING CARDS	19.90		05/06/22
1931	11/22 AP 04/11/22 0140029 AMZN MKTP US*1H7Y87VH2	US BANK 2" TAPE DISPENSER	27.72		05/06/22
1931	11/22 AP 04/11/22 0140029 AMZN MKTP US*1H9MP7WE0	US BANK ROTARY CUTTER SETS	57.80		05/06/22
1931	11/22 AP 04/07/22 0140029 AMZN MKTP US*1H97S0H20	US BANK TELESCOPIC POINTER	6.99		05/06/22
	ACCOUNT TOTAL		112.41	+ 00	112.41

101-1060-423.72-75 OPERATING SUPPLIES / DISPLAY

PREPARED PROGRAM CITY OF C	05/10/2022, GM360L EDAR FALLS	9:20:04		ACCOUNT ACTIVITY LISTING			PAGE 5 ACCOUNTING PERIOD 10/2022		
GROUP P NBR NB	O ACCTG R PER.	<b>-TRA</b> NS CD DATE	ACTION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT	
FIND 101	GENERAL FIN	ח							
101-1060	-423.72-75	OPERATING	SUPPLIES /	DISPLAY		continued			
1931	11/22 A SQ *THE	P 04/08/22 DOLLYWOOD	0140029 FOUNDAT	US BANK DOLLY PARTO	ON IMAGINATION	667.99		05/06/22	
		ACC	COUNT TOTAL			667.99	.00	667.99	
101-1060	-423.81-91	PROFESSION	AL SERVICES	/ LICENSES & SER	RVICE CONTRT			/ /	
1931	11/22 A	P 04/12/22 OUTCKBOOKS	0140029 ONLINE	US BANK OUICKBOOKS	MONTHLY SUB.	80.00		05/06/22	
1931	11/22 A ZOOM.US	P 04/04/22 888-799-96	0140029	US BANK ZOOM PRO &	WEBINAR 1 YEAR	549.90		05/06/22	
		ACC	OUNT TOTAL			629.90	.00	629.90	
101-1060 1931	-423.83-05 11/22 A GATEWAY	TRANSPORTA P 04/07/22 HOTEL & CC	TION&EDUCAT 0140029 NFER	ION / TRAVEL (FOO US BANK HOTEL FOR H	DD/MILEAGE/LOD) POP YS CON	144.48		05/06/22	
		ACC	OUNT TOTAL			144.48	. 0 0	144.48	
101-1060	-123 89-33	MISCELLANE	OUS SERVICE	S / FRIENDS SUPPO	RTED PROGRAM				
1931	11/22 A	P 04/18/22	0140029	US BANK		29.62		05/06/22	
1931	AMZN MKT 11/22 A	P US*101AV P 04/11/22	3XI1 0140029	FOTL:YOUTH- US BANK	TROPHIES, DRY	10.00		05/06/22	
	TEA CELL	AR		FOTL:YOUTH-	GIFT CARD	10.04		05/06/00	
1931	11/22 A WM SUPER	P 04/04/22 CENTER #14	96	US BANK FOTL:YA-NEF	F BLASTERS	19.94		05/06/22	
1931	11/22 A	P 04/01/22	0140029	US BANK	LOONS	8,99		05/06/22	
1931	11/22 A	P 04/01/22	0140029	US BANK	A ACH I COUEEZE	40.97		05/06/22	
1931	11/22 A	P 03/30/22	0140029	US BANK	A ASH 25QUEEZE	108.00		05/06/22	
1931	AMAZON.C 11/22 A	DM*160CE4Y P 03/30/22	0140029	US BANK	D WATER DYE	119.99		05/06/22	
1931	AMZN MKT	P US*164R6 P 03/30/22	1WG1 0140029	FOTL:YA-TIE	DYE POWDER	40.89		05/06/22	
	AMZN MKT	P US*1607M	1850	FOTL:YA-BAL	LOONS & BEAD				
1931	11/22 A	P 03/29/22 0M*1656V3E	0140029	US BANK FOTL YOUTH-	YOUTH BOOKS	20.78		05/06/22	
1931	11/22 A	P 03/28/22	0140029	US BANK	YOUTH BOOKS	10.39		05/06/22	
1931	AMAZON.C 11/22 A	DM*1695D83 P 03/28/22	0140029	US BANK	TOUTH BOOKS	32.65		05/06/22	
	USPS PO	1814940913		FOTL:YOUTH-	POSTAGE ON				
1931	11/22 A AMAZON C	P 03/24/22 OM*1N2TH5D	0140029	US BANK FOTL:YOUTH-	ZIPLOC BAGS.	140.71		05/06/22	
1931	11/22 A AMZN MKT	P 03/24/22 P US*1N0V2	0140029 5SS0	US BANK FOTL:YOUTH-	GLUE DOTS	8.19		05/06/22	

PREPARED 0 PROGRAM GI CITY OF CE	5/10/2022, 9:20:04 M360L DAR FALLS	ACCOUNT ACTIVITY LIS	FING	ACCOUNTING	PAGE 6 PERIOD 10/2022
GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
					POSI DI
FUND 101 G 101-1060- 1931	ENERAL FUND 423.89-33 MISCELLANEOUS SERVICH 11/22 AP 03/23/22 0140029	ES / FRIENDS SUPPORTED PROGRAM US BANK	continued 489.99		05/06/22
1931	WF* WAYFAIR3730299083 11/22 AP 03/23/22 0140029 AMERICAN BUTTON M	FOTL:YOUTH-BOOKCASES US BANK FOTL:COLAB-3" BUTTON SETS	155.92		05/06/22
	ACCOUNT TOTAL		1,237.03	.00	1,237.03
101-1060- 1931	423.89-34 MISCELLANEOUS SERVICE 11/22 AP 04/20/22 0140029	S / ENDOWMENT SUPPORTED PROG. US BANK	31.98		05/06/22
1931	AMZN MKTP US*1A7WY39E2 11/22 AP 04/19/22 0140029 PAYPAL *STICKTOGETH	BERG 2 RMB SLP '22-ROCKS& US BANK BERG 2 RMB SLP '22-IREAD	44.35		05/06/22
	ACCOUNT TOTAL		76.33	. 00	76.33
101-1061-4	423.89-20 MISCELLANEOUS SERVICE 11/22 AP 04/20/22 0140029	SS / ADULT BOOKS	10.49		05/06/22
1991	AMAZON. COM*1A18512Q2	ADULT BOOKS	24,55		05/06/02
1931	AMZN MKTP US*1A5I08BG0	ADULT BOOKS	34.55		05/06/22
1931	11/22 AP 04/14/22 0140029 AMAZON COM*1A45X40Y0	US BANK ADULT BOOKS	43.37		05/06/22
1931	11/22 AP 04/13/22 0140029	US BANK	18.72		05/06/22
1931	AMAZON.COM*1H95X0RV2 AMZN 11/22 AP 04/12/22 0140029 AMAZON.COM*1H8LJ6232 AMZN	ADULT BOOKS US BANK ADULT BOOKS	30.98		05/06/22
1931	11/22 AP 04/11/22 0140029	US BANK	19.99		05/06/22
1931	11/22 AP 04/08/22 0140029 AMAZON.COM*1H7U84TV2 AMZN	US BANK ADULT BOOKS	15.00		05/06/22
1931	11/22 AP 04/07/22 0140029	US BANK	14.48		05/06/22
1931	11/22 AP 04/06/22 0140029 AMZN MKTP US*1H9NG0UB1	US BANK ADULT BOOKS	5.95		05/06/22
1931	11/22 AP 04/06/22 0140029	US BANK	14.99		05/06/22
1931	11/22 AP 04/04/22 0140029 AMAZON.COM*1H7S033Y0	US BANK ADULT BOOKS	14.29		05/06/22
1931	11/22 AP 03/31/22 0140029	US BANK ADULT BOOKS	35.89		05/06/22
1931	11/22 AP 03/31/22 0140029	US BANK	38.85		05/06/22
1931	AMZN MKTP US*161FC1820 11/22 AP 03/23/22 0140029 AMAZON.COM*167HU00K1	ADULT BOOKS US BANK ADULT BOOKS	23.99		05/06/22
	ACCOUNT TOTAL		321.54	- 00	321.54

PREPAR PROGRA CITY O	PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L LITY OF CEDAR FALLS				ACCOUNT ACTIVITY	ACCOUNT ACTIVITY LISTING			
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSAC DATE	TION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 1	01 GE	NERAL FU	JND						
101-1 1931	061-4	23.89-23 11/22 AMAZON	AP 0 .COM*	CELLANEOU 4/12/22 0 1A42T0691	IS SERVICES 140029 . AMZN	/ YOUNG ADULT BOOKS US BANK YOUNG ADULT BOOKS	10.75		05/06/22
				ACCOL	INT TOTAL		10.75	.00	10.75
101-1	061-4	23.89-22	2 MIS	CELLANEOU	S SERVICES	/ YOUTH BOOKS			
1931		11/22	AP 0	4/19/22 0	140029	US BANK	19,99		05/06/22
1931		11/22	AP 0	4/18/22 0	140029	US BANK	34.20		05/06/22
1931		AMAZON 11/22	COM*	1A92J2MW2 4/18/22 0	AMZN 140029	YOUTH BOOKS US BANK	7.99		05/06/22
1021		AMAZON	COM*	1A3S048P2	AMZN	YOUTH BOOKS	6 78		05/06/22
1991		AMAZON	COM*	1A42T0691	AMZN	YOUTH BOOKS	0.70		05/06/22
1931		11/22 AMAZON	AP 0 COM*	4/11/22 C 1H8HP8IHC	140029	US BANK YOUTH BOOKS	43.68		05/06/22
1931		11/22 AMAZON	AP 0 COM*	3/28/22 C	140029	US BANK YOUTH BOOKS	10.49		05/06/22
				ACCOU	INT TOTAL		123.13	.00	123.13
101-1 1931	061-4	23.89-23 11/22 AMAZON	AP 0 .COM*	CELLANEOU 4/11/22 0 1H8HP8IH0	US SERVICES	/ LARGE PRINT BOOKS US BANK LARGE PRINT BOOKS	25.49		05/06/22
				ACCOU	NT TOTAL		25.49	.00	25.49
101-1 1931	061-42	23.89-24 11/22 AMZN MH	AP 0 AP 0 CTP U	CELLANEOU 4/04/22 0 S*164TK57	IS SERVICES 140029 B2	/ ADULT AUDIO US BANK ADULT CD MUSIC	23.98		05/06/22
				ACCOU	INT TOTAL		23.98	.00	23.98
101-1 1931	061-4:	23.89-25 11/22 AMZN MB	5 MIS AP 0 KTP U	CELLANEOU 4/04/22 0 S*169TL57	S SERVICES 140029 G2	/ ADULT VIDEO US BANK ADULT VIDEOS	16.50		05/06/22
				ACCOU	INT TOTAL		16.50	.00	16.50
101-1 1931	061-4	23.89-26 11/22 AMAZON	5 MIS AP 0 .COM*	CELLANEOU 4/07/22 0 1A4QS54J1	IS SERVICES 140029 . AMZN	/ NON-PRINT RESOURCES US BANK YOUNG ADULT VIDEO GAMES	46.95		05/06/22
				ACCOU	INT TOTAL		46.95	.00	46.95

PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY LIST	ING	PAGE 8 ACCOUNTING PERIOD 10/2022		
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBE	R DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FIND 101 CENEDAL FIND					
101-1118-441.71-01 OFFICE SUPPLIES / C	FFICE SUPPLIES	0.05		05/10/22	
1923 11/22 AP 04/26/22 0000000 COPY PAPER	OFFICE EXPRESS OFFICE PRODUCT	2.21		05/10/22	
1921 11/22 AP 04/19/22 0000000 OFFICE PAPER ADMIN	OFFICE EXPRESS OFFICE PRODUCT	1.26		05/10/22	
ACCOUNT TOTA	L	3.53	. 00	3.53	
101-1118-441.81-98 PROFESSIONAL SERVIC 1953 11/22 AP 05/04/22 0000000 BUSINESS SECTION AD-	ES / ECONOMIC DEVELOPMENT ACT. JOURNAL COMMUNICATIONS INC. WEB DISPLAY AD	4,400.00		05/10/22	
ACCOUNT TOTA	L	4,400.00	+ 0 0	4,400.00	
101-1118-441.83-06 TRANSPORTATION&EDUC 1930 11/22 AP 04/14/22 0140029 IOWA UTILITY ASSOCIATION	ATION / EDUCATION US BANK ECON DEV CONF-S GRAHAM	75.00		05/06/22	
ACCOUNT TOTA	L	75.00	. 00	75.00	
101-1158-441.71-01 OFFICE SUPPLIES / C 1923 11/22 AP 04/26/22 0000000 COPY PAPER	FFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	2.27		05/10/22	
ACCOUNT TOTA	L	2.27	.00	2.27	
101-1199-421.31-10 HUMAN DEVELOPMENT G 1933 11/22 AP 04/28/22 0000000 MUSIC PROVIDED FOR BLOCK	RANTS / GRANTS - CULTURAL SERVICE GALLAGHER-BLUEDORN PERFORMING PARTIES. FY22 CBG	512.45		05/10/22	
ACCOUNT TOTA	L	512.45	. 00	512.45	
101-1199-421.31-12 HUMAN DEVELOPMENT G	RANTS / GRANTS-CULT IAC GEN OP				
1930 11/22 AP 04/20/22 0140029	US BANK	1,278.99		05/06/22	
1923 11/22 AP 04/20/22 0000000	CDW GOVERNMENT, INC.	1,115.63		05/10/22	
LAPTOP-E DRENNAN 1933 11/22 AP 03/10/22 0000000 ESSAY WRITTEN FOR NISSEN	REED, VICTORIA ANN GALLERY BROCHURE	100.00		05/10/22	
ACCOUNT TOTA	L	2,494.62	.00	2,494.62	
101-1199-421.31-21 HUMAN DEVELOPMENT G 1931 11/22 AP 04/06/22 0140029	RANTS / GRANTS-LIBRARY STATE AID US BANK	8.18		05/06/22	

PREPARED 05/3 PROGRAM GM3 CITY OF CEDA	10/2022, 9:20:04 60L R FALLS	ACCOUNT ACTIVITY LIST	ING	PAGE 9 ACCOUNTING PERIOD 10/2022		
GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GEN 101-1199-42	ERAL FUND 1.31-21 HUMAN DEVELOPMENT GR#	NTS / GRANTS-LIBRARY STATE AID	continued			
1931	AMZN MKTP US*IA3DA4101 11/22 AP 03/30/22 0140029 AMZN MKTP US*1H8PS0091	US BANK ZIPPERED STORAGE BAGS	26.99		05/06/22	
	ACCOUNT TOTAL		35.17	.00	35.17	
101-2205-43: 1924	2.71-01 OFFICE SUPPLIES / OFF 11/22 AP 04/27/22 0000000 COPY PAPER	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	8.81		05/10/22	
	ACCOUNT TOTAL		8.81	.00	8.81	
101-2235-41: 1924	2.71-01 OFFICE SUPPLIES / OFF 11/22 AP 04/27/22 0000000	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	31.47		05/10/22	
1924	11/22 AP 04/20/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.43		05/10/22	
1924	2X4 LABELS 11/22 AP 04/19/22 0000000 BRIGHT PAPER	OFFICE EXPRESS OFFICE PRODUCT	13.16		05/10/22	
	ACCOUNT TOTAL		48.06	.00	48.06	
101-2235-41: 1930	2.72-16 OPERATING SUPPLIES / 11/22 AP 04/11/22 0140029 AMZN MKTP US*1H2X11S02	TOOLS US BANK NOISE AND GAS DETECTORS	244.79		05/06/22	
	ACCOUNT TOTAL		244.79	÷ 0 0	244.79	
101-2235-41 1930	2.83-05 TRANSPORTATION&EDUCAT 11/22 AP 04/11/22 0140029	ION / TRAVEL (FOOD/MILEAGE/LOD) US BANK	40.00		05/06/22	
1930	11/22 AP 04/11/22 0140029 SHERATON DES MOINES	US BANK APWA CONF HOTEL-D WICKE	266.56		05/06/22	
	ACCOUNT TOTAL		306.56	.00	306.56	
101-2235-41 1924	2.83-06 TRANSPORTATION&EDUCAT 11/22 AP 04/08/22 0000000	ION / EDUCATION COMMUNITY ELECTRIC, INC.	60.00		05/10/22	
1924	20 CODE UPDATE-J.WARDELL 11/22 AP 04/08/22 0000000 PHOTOVATAIC-J.WARDELL	COMMUNITY ELECTRIC, INC. 04/25/22 WATERLOO	60.00		05/10/22	
	ACCOUNT TOTAL		120.00	.00	120.00	

PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS				ACCOUNT ACTIVITY LIS	STING	ACCOUNTING		
GROUP PO NBR NBR	ACCTG PER.	TRANSA CD DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 G 101-2245- 1924	ENERAL FUN 442.71-01 11/22 A COPY PAP	D DFFICE SUPP P 04/27/22 ER	LIES / OFF 0000000	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	25.17		05/10/22	
		ACCO	UNT TOTAL		25.17	.00	25.17	
101-2245- 1930	442.83-06 ' 11/22 A AMERICAN	IRANSPORTAT P 04/06/22 PLANNING A	ION&EDUCAT 0140029	ION / EDUCATION US BANK AICP EXAM-MICHELLE PEZLEY	255.00		05/06/22	
		ACCO	UNT TOTAL		255.00	.00	255.00	
101-2253- 1920	423.71-01 ( 11/22 A	OFFICE SUPP P 05/02/22	LIES / OFF 0000000	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	17.86		05/10/22	
1930	11/22 A	P 04/15/22	0140029	US BANK	66.35		05/06/22	
1930	AMZN MKT 11/22 A	P US*1062P0 P 04/06/22	NF1 0140029	BIZ LAUNDRY DETERGENT US BANK	183.97		05/06/22	
1930	WM SUPER 11/22 A	CENTER #753 P 03/25/22	0140029	VACUUM AND TAPE US BANK	50.05		05/06/22	
1930	0 DONNEL 11/22 A	L ACE HARDW P 03/23/22	ARE 0140029	VARNISH, STAIN, BURSH, GLUE US BANK	13.98		05/06/22	
1930	AMZN MKT 11/22 A AMZN MKT	P US*165IB7 P 03/23/22 P US*1N5QN1	CW1 0140029 H20	ERGONOMIC MOUSE PAD US BANK ADJUSTABLE LAPTOP STAND	19.97		05/06/22	
		ACCO	UNT TOTAL		352.18	.00	352.18	
101-2253- 1930	-423 72-19 11/22 A MAKESTIC	OPERATING S P 04/14/22 KERS.COM	UPPLIES / 0140029	PRINTING US BANK 150 GLOSSY CIRCLE	136.41		05/06/22	
1930	11/22 A STICKER	P 04/08/22 MULE	0140029	US BANK 3 BY 3 CLEAR ROLL LABELS	29.00		05/06/22	
		ACCO	UNT TOTAL		165.41	.00	165.41	
101-2253- 1920	423.72-30 11/22 A MUELLERK	OPERATING S P 04/28/22 OLD	UPPLIES / 0000000	REC CENTER EQUIP. & SUPP. IOWA SPORTS SUPPLY	57.00		05/10/22	
		ACCO	UNT TOTAL		57.00	.00	57.00	
101-2253- 1920	-423.72-31 11/22 A BASEBALL	OPERATING S P 04/28/22 S	UPPLIES / 0000000	YOUTH SPORTS EQUIPMENT IOWA SPORTS SUPPLY	132.00		05/10/22	
PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY LISTI	NG	ACCOUNTING	PAGE 11 PERIOD 10/2022				
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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE - POST DT				
FUND 101 GENERAL FUND 101-2253-423.72-31 OPERATING SUPPLIES /	YOUTH SPORTS EQUIPMENT	continued						
ACCOUNT TOTAL		132.00	.00	132.00				
101-2253-423.72-32 OPERATING SUPPLIES / 1920 11/22 AP 04/22/22 0000000 IN GROUND HOME PLATE	ADULT SPORTS EQUIPMENT BSN SPORTS, INC.	359.20		05/10/22				
ACCOUNT TOTAL		359.20	.00	359.20				
101-2253-423.72-41 OPERATING SUPPLIES / 1930 11/22 AP 04/20/22 0140029 NYRP	THE FALLS CONCESSIONS US BANK SHOWER MIXER GASKETS	41.65		05/06/22				
ACCOUNT TOTAL	-	41.65	.00	41.65				
101-2253-423.72-42 OPERATING SUPPLIES / 1930 11/22 AP 04/05/22 0140029 AMERICAN RED CROSS 1930 11/22 AP 03/29/22 0140029 AMERICAN RED CROSS	SWIM LESSON SUPPLIES US BANK ARC COURSE FEES US BANK ARC COURSE FEES	287.00		05/06/22				
ACCOUNT TOTAL		943.00	.00	943.00				
101-2253-423.72-44 OPERATING SUPPLIES / 1930 11/22 AP 04/11/22 0140029 JOHNSON HLTH TECH-CRP	EXERCISE EQUIP. REPAIRS US BANK 2 QUICK KEY SET	76.05		05/06/22				
ACCOUNT TOTAL		76.05	.00	76.05				
101-2253-423.73-18 OTHER SUPPLIES / LIB 1930 11/22 AP 03/31/22 0140029 THE LIFEGUARD STORE	EGUARD TRAINING SUPP. US BANK 12 POCKET MASK,13 VALVES	401.31		05/06/22				
ACCOUNT TOTAL		401.31	.00	401.31				
101-2253-423.73-55 OTHER SUPPLIES / MEI 1930 11/22 AP 03/28/22 0140029 CANVA* 103372-23263174	IA US BANK MEDIA-CANVA PRO SUBSCRIPT	12.99		05/06/22				
ACCOUNT TOTAL		12.99	.00	12.99				

101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT,

PREPAR PROGRA CITY C	RED 05/10/2022, 9:20:04 MM GM360L DF CEDAR FALLS	ACCOUNT ACTIVITY LIST	PAGE 12 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBI	R DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 1	01 GENERAL FUND	_ /			
101-2 1920	2253-423.86-31 REPAIR & MAINTENAN 11/22 AP 04/21/22 0000000 BRIDGE RAILING MATERIALS	CE / THE FALLS REPAIR & MAINT. MENARDS-CEDAR FALLS	2,069.59		05/10/22
1930	11/22 AP 04/20/22 0140029 O DONNELL ACE HARDWARE	US BANK FITTING BRUSH, ORING LUBE	16.38		05/06/22
1930	11/22 AP 04/19/22 0140029 O DONNELL ACE HARDWARE	US BANK SHOWER/PLUMBING SUPPLIES	23.34		05/06/22
	ACCOUNT TOTA	L	2,109.31	.00	2,109.31
101-2	2280-423.72-70 OPERATING SUPPLIES	/ CLASSROOM SUPPLIES			
1930	11/22 AP 04/19/22 0140029	US BANK	40.81		05/06/22
1930	11/22 AP 04/18/22 0140029	US BANK WIDE METALS FOR JEWFLRY	121.65		05/06/22
1930	11/22 AP 04/15/22 0140029	US BANK SHELLS	23.96		05/06/22
1930	11/22 AP 04/15/22 0140029	US BANK SEASHELLS, FOAM, PAINT	64.84		05/06/22
1930	11/22 AP 04/14/22 0140029 MENARDS CEDAR FALLS IA	US BANK TORCH AND BUTANE FUEL	53.96		05/06/22
1930	11/22 AP 04/11/22 0140029 HOBBY-LOBBY #0135	US BANK FLORAL STEMS AND TAPE	12.59		05/06/22
1930	11/22 AP 04/11/22 0140029 RIO GRANDE INC	US BANK WIRE, SOLDER, FLUX, PAN FOR	76.35		05/06/22
1930	11/22 AP 04/11/22 0140029 AMZN MKTP US*1H81X1VM2	US BANK FLOWER STEMS	7.49		05/06/22
1930	11/22 AP 04/11/22 0140029 AMZN MKTP US*1H17Y2VN2	US BANK FLOWER RIBBONS, SOLA WOOD	85.82		05/06/22
1930	11/22 AP 04/08/22 0140029 WAL-MART #0753	US BANK GLYCERIN, CRAYONS, BLACK	71.45		05/06/22
1930	11/22 AP 04/08/22 0140029 WM SUPERCENTER #753	US BANK FLORAL STEMS, COLOR PAPER	27.87		05/06/22
1930	11/22 AP 04/04/22 0140029 WAWAK	US BANK RED HOUSE VISITING ARTIST	186.60		05/06/22
1930	11/22 AP 04/04/22 0140029 WAL-MART #0753	US BANK MODELING CLAY,WATRCOLOR	79.30		05/06/22
1930	11/22 AP 03/31/22 0140029 AMZN MKTP US*1H8RD50P1 AM	US BANK WATERCOLOR PAINTS	25.97		05/06/22
1930	11/22 AP 03/30/22 0140029 WAL-MART #0753	US BANK CITRIC,CORN STARCH,BAKING	30.15		05/06/22
1930	11/22 AP 03/30/22 0140029 DISCOUNTSCH 8006272829	US BANK PAINT, BEADS	220.50		05/06/22
1930	11/22 AP 03/28/22 0140029 AMZN MKTP US*164JF0GM1	US BANK ESSENTIAL OILS,MICA	54.24		05/06/22
	ACCOUNT TOTA	L	1,183.55	. 00	1,183.55

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GROUP NBR	PO AC NBR I	CCTG - PER. CD	TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 1	01 GENERA	AL FUND							
101-2	280-423.7	72-71 OP	ERATING S	UPPLIES /	GALLERY SUPPLIES				
1933	11 FLC	L/22 AP	04/22/22 P TERRY N	0000000 TSSEN	BANCROFT'S FLOWERS RECEPTION	60.00		05/10/22	
1930	11	1/22 AP	04/08/22	0140029	US BANK	70.45		05/06/22	
1920	AM2	ZN MKTP	US*1H4B16	T22	GAFFER TAPE & PICTURE	56 14		05/06/22	
1920	DIA	AMOND VO	GEL PAINT	#210	NISSEN GALLERY PAINT	50.14		05/00/22	
1930	11	1/22 AP	03/31/22	0140029	US BANK	56.14		05/06/22	
	DIA	AMOND VO	GEL PAINT	#210	K-12 GALLERY PAINI				
			ACCO	UNT TOTAL		242.73	. 0 0	242.73	
101-2	280-423.7	72-73 OP	ERATING S	UPPLIES /	GROUNDS SUPPLIES	C 00		05/05/22	
1930	11	DONNELL	04/20/22 ACE HARDW	0140029 ARE	GARDEN PLAQUES ADHESIVE	6.99		05/06/22	
			1.000			6 99	0.0	6 99	
			ACCO	UNI IOTAL		0.95	.00	0.99	
101 2	200 422 5	72 74 00	EDATING C						
1930	200-425.7	1/22 AP	04/15/22	0140029	US BANK		55.01	05/06/22	
1000	AM2	IN MKTP	US		REFUND FOR UNDELIVERED		2 92	05/06/22	
1930	I B&H	I PHOTO	800-606-6	969	REFUND OF SALES TAX		5.52	05/06/22	
1930	11	L/22 AP	04/05/22	0140029	US BANK	55.01		05/06/22	
1930	AM2	I/22 AP	US*1H9IR7 04/04/22	2H1 0140029	BEVERAGE DISPENSER	90.04		05/06/22	
1950	AMZ	IN MKTP	US*1H4ID7	GU1	BEVERAGE TUBS				
1930	11	L/22 AP	03/31/22	0140029	US BANK	123.00		05/06/22	
1930	11	L/22 AP	03/30/22	0140029	US BANK	59.97		05/06/22	
	B&H	H PHOTO	800-606-6	969	CYANOTYPE COTTON FOR BIO				
			ACCO	UNT TOTAL		328.02	58.93	269.09	
101-2	280-423.7	73-01 OT	HER SUPPL	IES / REPA	IR & MAINT. SUPPLIES			/	
1930	11	L/22 AP	03/23/22 ACE HARDW	0140029 ARE	US BANK HOUSE LIGHT BULBS	41.98		05/06/22	
	01								
			ACCO	UNT TOTAL		41.98	.00	41.98	
101 0	200 402 5	11 01 55	OPERATONS		DECERCIONAL CERTIFICE				
1951	200-423.8	1/22 AP	05/05/22	D SERVICES	SCHNEIDER, RALDO	300.00		05/10/22	
	CON	CERT PE	RFORMANCE	5/12	MAY 12 IN THE GARDEN	50.20		05/10/00	
1933	נו אדק	RST AID	04/28/22 KIT REFIL	0000000 LS	CITY LAUNDERING CO.	59.39		05/10/22	
1933	11	1/22 AP	04/20/22	0000000	POTTER, STEVE	225.00		05/10/22	

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GROUP I NBR NI	PO A BR	CCTG PER.	CD	- <b>TRANSAC</b> DATE	TION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 101-228	GENER 0-423.	AL FUR	ND PROI	ESSIONAL	SERVICES	/ PROFESSIONAL SERVICES	continued		
1933	1	1/22 /	AP 04	1/04/22 0	000000	BOSNIAN CULTURAL CENTER	300.00		05/10/22
1933	DA 1 VI	NCE PI 1/22 J RTUAL	AP 03 ARTI	RMANCE FO 3/29/22 0 IST TALK	000000	DIVERSITY DAY EVENT WALBERG, KATIE	200.00		05/10/22
				ACCOU	NT TOTAL		1,084.39	.00	1,084.39
101-2280 1933	0-423. 1 SU	81-06 1/22 # MMER 2	PROB AP 04 2022	FESSIONAL 4/30/22 0 BROCHURE	SERVICES 000000	/ PRINTING & PUBLICATION LEVERAGE PRINTING INC	509.64		05/10/22
				ACCOU	NT TOTAL		509.64	.00	509.64
101-2280 1930	0-423. 1	81-61 1/22 #	PROP	FESSIONAL	SERVICES	/ PROMOTIONS US BANK	30.00		05/06/22
1930	1	1/22 /	AP 04	1/11/22 0	140029	US BANK	12.95		05/06/22
1930	CA 1 FA	NVA* 1 1/22 # CEBK 6	10338 AP 04 5YKDU	35-165607 4/04/22 0 JD3ZN2	66 140029	MONTHLY SERVICE CHARGE US BANK SPRING CLASS & EXHIBITION	28.27		05/06/22
				ACCOU	NT TOTAL		71.22	- 0 0	71.22
101-2280 1930	0-423. 1 HOI	89-01 1/22 / ME EC	MISC AP 04 WORF	CELLANÉOU 4/01/22 0 KSHOP - E	S SERVICE 140029 COM	S / MISCELLANEOUS US BANK CLOTH FOR RED HOUSE	58.32		05/06/22
				ACCOU	NT TOTAL		58.32	.00	58.32
101-2280 1930	0-423. 1	89-33 1/22 #	MISC AP 04	CELLANEOU	S SERVICE 140029	S / FRIENDS SUPPORTED PROGRAM US BANK	19.96		05/06/22
1933	HY 1	-VEE ( 1/22 #	AP 04	1/06/22 0	000000	TEASHINE MEALS	300.00		05/10/22
1930	FO 1 HY	OD FOH 1/22 # -VEE (	R BIC AP 03 CEDAF	) DIVERSI 3/22/22 0 8 FALLS 1	TY 140029 052	DAY EVENT US BANK COOKIES, CREAM,COFFFEE	32.27		05/06/22
				ACCOU	NT TOTAL		352.23	.00	352.23
101-2280 1930	0-423. 1 WA	93-01 1/22 # L-MART	EQUI AP 03 F #07	IPMENT / 3 8/30/22 0 753	EQUIPMENT 140029	US BANK BANQUET TABLES FOR	170.00	ĩ.	05/06/22
1930	1	1/22 4	AP 03	3/28/22 0	140029	US BANK	193.48		05/06/22

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GENERAL FUND 101-2280-423.93-01 EQUIPMENT / EQUIPMENT GAYLORD BROS INC TEMP/HUMIDITY LOGGER	continued			
ACCOUNT TOTAL	363.48	.00	363.48	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1923 11/22 AP 04/26/22 0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.53		05/10/22	
ACCOUNT TOTAL	4.53	. 00	4.53	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY 1940 11/22 AP 04/29/22 0000000 ARAMARK TOWELS-STATION #1	7.25		05/10/22	
1940 11/22 AP 04/29/22 0000000 ARAMARK TOWELS;MATS-PSS BUILDING	13.65		05/10/22	
ACCOUNT TOTAL	20.90	.00	20.90	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES 1930 11/22 AP 04/15/22 0140029 US BANK AMZN MKTP US*1A3Q92Z12 PATIENT TRANSPORT SHEETS	89.16		05/06/22	
ACCOUNT TOTAL	89.16	.00	89.16	
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 1930 11/22 AP 04/20/22 0140029 US BANK AMZN MKTP US*107173US1 STRUCTURAL FIREFIGHTING	49.73		05/06/22	
1930   11/22   AP   04/15/22   0140029   US   BANK     CLARION BOOKS   VIDEOS   STEP UP AND LEAD BOOK     1930   11/22   AP   03/28/22   0140029   US   BANK     AMAZON.COM*1N6UT72K2   AMZN   IFC   FAST   TABS-BUILDERS   BK	51.52 22.94		05/06/22	
ACCOUNT TOTAL	124.19	. 00	124.19	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT 1940 11/22 AP 04/29/22 0000000 SANDRY FIRE SUPPLY, L.L.C.	390.03		05/10/22	
1930 11/22 AP 04/11/22 0140029 US BANK WPSG 3 HELMETS-FIRE CAPTAINS	1,239.73		05/06/22	
ACCOUNT TOTAL	1,629.76	. 00	1,629.76	

101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES

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GROUP NBR	PO ACCTG NBR PER.	CD	TRANSAC DATE	TION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FINID 1	01 GENERAL FI							
101-4	511-414.72-23	OPERA	TING SU	PPLIES /	RADIO & MDC FEES	continued		
1940	11/22	AP 05/	04/22 0	000000	BLACK HAWK CO.E911-TREASURER	2,934.37		05/10/22
	FIRE EL	ACS FE	E;APR-J	UN ' 22				
1930	11/22	AP 04/	20/22 0	140029	US BANK	537.30		05/06/22
	SONETIC	S CORF	ORATION	I	HELMET HEADSETS-2			
			ACCOU	NT TOTAL		3,471.67	.00	3,471.67
101 4	F11 414 72 02	OTUER	CUDDI T	EC / DODM	TTODY FUDNICUINCS			
1930	11/22	AP 04/	07/22 0	140029	US BANK	135,96		05/06/22
	AMZN MK	TP US*	1A6LN54	.K1	TOWELS-FIRE DEPARTMENT			
1930	11/22	AP 04/	01/22 0	140029	US BANK	539.94		05/06/22
	AMAZON.	COM*16	9ZW0PN2		6 MATTRESS TOPPERS			
			ACCOU	NT TOTAL		675.90	.00	675.90
101-4	511-414.73-10	OTHER	SUPPLI	ES / HEAD	QUARTER SUPPLIES			/ /
1940	11/22	AP 05/	02/22 0	000000	MENARDS-CEDAR FALLS	39.50		05/10/22
1940	SPONGES	AD 05/	02/22 0	RGENT	MIRACLE CAR WASH INC.	14.95		05/10/22
1040	1 FD CA	R WASH	02/22 0	000000	Minhold one wibh, inc.	11170		00/10/11
1940	11/22	AP 04/	29/22 0	000000	AWARDS, GIFTS & ENGRAVING	88.00		05/10/22
	AWARDS	OF EXC	ELLENCE	-2022				0= (4 0 / 00
1940	11/22	AP 04/	21/22 0	000000	SIGNS BY TOMORROW	205.38		05/10/22
1930	DECALS- 11/22	AD 04/	12/22 0	140029	US BANK	199.00		05/06/22
1990	MICHAEL	S STOR	ES 1246	140025	FRAME EMPL.RIGHT POSTER	255100		,,
1930	11/22	AP 04/	04/22 0	140029	US BANK	224.58		05/06/22
	FIREAWA	RDS.CC	M		FIREFIGHTER AWARDS			( (
1891	11/22	AP 03/	31/22 0	000000	NAPA AUTO PARTS	51,86		05/10/22
	PARTS &	EAPEN	SES MAR	22				
			ACCOU	NT TOTAL		823.27	.00	823.27
101 4	F11 414 02 05	<b>TTT T T T</b>	DODMAGT	ONGEDUCT				
101-4	511-414.83-05	D 04/	18/22 0	140029	IIS BANK	29 84		05/06/22
1990	PILOT	AF 01/	000026	83	MEALS-READING SMOKE CONF.	23:01		00,00,00
1930	11/22	AP 04/	15/22 0	140029	US BANK	61.19		05/06/22
	BP#9257	809IOW	A 80 TR	UCKS	FUEL-READING SMOKE CONF.			
1930	11/22	AP 04/	15/22 0	140029	US BANK	86.67		05/06/22
1920	SUL 3 1 11/22	DD OA/	08/22 A	140029	MEALS-READING SMOKE CONF. US BANK	122.08		05/06/22
1000	HILTON	GARDEN	INN	110022	HOTEL-IAPFC ANNUAL CONF.			
1930	11/22	AP 04/	08/22 0	140029	US BANK	13.72		05/06/22
	HILTON	GARDEN	INN		MEAL-IAPFC ANNUAL CONF.	40.50		05/06/00
1930	11/22	AP 04/	08/22 0	140029	US BANK FILFL-INDEC ANNUAL CONF	40.70		05/06/22
	ICOLIGEGO	0 C 2 2 0	OTHOTON		TOLL THEIC ANNOUN CONF.			

PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS			04	ACCOUNT ACTIVITY LIST	FING	PAGE 17 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO ACCTG NBR PER.	CD DAT	ANSACTION TE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE 	
FUND 1 101-4 1930	.01 GENERAL FU 511-414.83-05 11/22 PIZZA F	IND TRANSPOI AP 04/04, ANCH - CI	RTATION&EDUCAT /22 0140029 EDAR FALLS	ION / TRAVEL (FOOD/MILEAGE/LOD) US BANK MEALS-FIRE @ 727 BLUFF ST	continued 90.00		05/06/22	
		1	ACCOUNT TOTAL		444.20	.00	444.20	
101-4 1930	511-414.83-06 11/22 AMERICA	TRANSPOR	RTATION&EDUCAT /22 0140029 SHOPCPR	ION / EDUCATION US BANK CREDIT SALES TAX-BLS CARD		2.45	05/06/22	
1930	AMERICA	N HEART S	SHOPCPR	CREDIT SALES TAX-BLS CARD		2.45	05/06/22	
1930 1930	11/22 AMERICA 11/22	AP 04/08, N HEART 9 AP 03/30,	/22 0140029 SHOPCPR /22 0140029	US BANK CREDIT-SALES TAX-BLS CARD US BANK	37.45	2.45	05/06/22 05/06/22	
1930	AMERICA 11/22	N HEART 8 AP 03/28	SHOPCPR /22 0140029	BLS INSTRUCTOR-Z.ANDERSEN US BANK	37.45		05/06/22	
1930	AMERICA 11/22 AMERICA	N HEART S AP 03/28, N HEART S	SHOPCPR /22 0140029 SHOPCPR	BLS INSTRUCTOR-M.ROSS US BANK BLS INSTRUCTOR-S.DOUGAN	37.45		05/06/22	
		1	ACCOUNT TOTAL		112.35	7.35	105.00	
101-4 1930	511-414.86-01 11/22 AMZN MB	. REPAIR & AP 03/25, TP US*16:	& MAINTENANCE /22 0140029 l0P51 <i>S</i> 1	/ REPAIR & MAINTENANCE US BANK PUMP-REPAIR SMOKE MACHINE	26.99		05/06/22	
		2	ACCOUNT TOTAL		26.99	.00	26.99	
101-4 1940	511-414.89-40 11/22 12 MESH	MISCELLA AP 05/04, BACK CAI	ANEOUS SERVICE /22 0000000 PS	S / UNIFORM ALLOWANCE COVER-ALL EMBROIDERY, INC.	132.00		05/10/22	
		2	ACCOUNT TOTAL		132.00	. 0 0	132.00	
101-5 1923	521-415.71-01 11/22	OFFICE S	SUPPLIES / OFF /22 0000000	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	4.53		05/10/22	
1946	COPY PA 11/22	APER AP 04/26,	/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	231.88		05/10/22	
1946	PAPER;T 11/22	APE;LABEI AP 04/26,	LS;STENO /22 0000000	PADS OFFICE EXPRESS OFFICE PRODUCT	15.03		05/10/22	
1930	11/22	AP 04/06,	/22 0140029	US BANK	27.98		05/06/22	
1930	AMZN MR 11/22 ID ZONE	TP US*1H6 AP 04/04, 1	6KL49P1 /22 0140029	SHIPPING LABELS US BANK CARD PRINTER RIBBONS-PD	100.00		05/06/22	
		1	ACCOUNT TOTAL		379.42	- 00	379.42	

PREPARE PROGRAM CITY OF	ED 05/10/2022, 9:20:04 4 GM360L F CEDAR FALLS	ACCOUNT ACTIVITY LIS	TING	ACCOUNTING	PAGE 18 PERIOD 10/2022
GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
					1001 01
FUND 10	1 GENERAL FUND				
101-55	521-415.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES	60 95		05/10/22
1940	ON-SITE DOC DESTRUCTION	TICKET #85347518	00.55		00/10/22
1946	11/22 AP 05/03/22 0000000	SHRED-IT USA	634.59		05/10/22
	ON-SITE DOC. DESTRUCTION	TICKET #85421729 (DVD'S)			
1946	11/22 AP 05/01/22 0000000	L & M TRANSMISSION	75.00		05/10/22
1010	TOW & STORE-TOYOTA CAMRY	KBB 703	75 00		05/10/22
1946	11/22 AP 05/01/22 0000000	L & M TRANSMISSION	/5.00		05/10/22
1946	11/22 AP 05/01/22 0000000	L & M TRANSMISSION	75.00		05/10/22
2910	TOW & STORE-PONTIAC G6	JQS 508; #21-089307			, .,
1946	11/22 AP 05/01/22 0000000	L & M TRANSMISSION	75,00		05/10/22
	TOW & STORE-DODGE DAKOTA	KYR 758			( (
1946	11/22 AP 05/01/22 0000000	THOMSON REUTERS - WEST	299,93		05/10/22
1040	INVESTIGATIVE SOFTWARE	04/01/22-04/30/22	13 65		05/10/22
1940	TOWFLS, MATS-DSS BUILDING	ARAMARK	13.05		05/10/22
1940	11/22 AP 04/29/22 0000000	AWARDS, GIFTS & ENGRAVING	189.00		05/10/22
1910	AWARDS OF EXCELLENCE-2022				
1946	11/22 AP 04/22/22 0000000	RASMUSSON CO., THE	75,00		05/10/22
	TOW STOLEN DODGE RAM	#22-024984			( (
1940	11/22 AP 04/21/22 0000000	SIGNS BY TOMORROW	205.37		05/10/22
1010	DECALS-JOB POSTING BOARD	LABELS-KEYBOXES/MAILBOXES	105 01		05/10/00
1946	11/22 AP 04/14/22 0000000 CATE REMOTE CONTROLS-3	1_TRAINING CAR.2_INVEST	195.01		03/10/22
1930	11/22 AP 04/13/22 0140029	US BANK	128.44		05/06/22
1900	AMZN MKTP US*1A6MG5UI1	BLANK DVD'S			
1946	11/22 AP 04/13/22 0000000	RASMUSSON CO., THE	75.00		05/10/22
	WINCH SQUAD CAR OFF HWY20	#22-021460			( (
1946	11/22 AP 04/13/22 0000000	RASMUSSON CO., THE	75.00		05/10/22
1020	TOW STOLEN CHEV.SILVERADO	#22-023688	79 98		05/06/22
1930	11/22 AP 04/07/22 0140025 AMZN MKTP (15*122.TW71.T)	WATER FILTERS-PD BRIEFING	19.90		05/00/22
1930	11/22 AP 04/04/22 0140029	US BANK	154.62		05/06/22
	FIREAWARDS.COM	POLICE OFFICER AWARDS			
1930	11/22 AP 03/28/22 0140029	US BANK	35.96		05/06/22
	AMAZON.COM*1625D23V0 AMZN	COMBINATION PADLOCKS			
	A COOLINE MOTINI		2 523 50	- 0.0	2 522 50
	ACCOUNT TOTAL		2,522.50	.00	2,522.50
101-55	521-415.72-08 OPERATING SUPPLIES /	CAMERA & PHOTO EQUIPMENT			
1930	11/22 AP 04/11/22 0140029	US BANK	53.90		05/06/22
	AMZN MKTP US*1A1M66X51	10-CHARGING CORDS	1 202 00		05/06/00
1930	11/22 AP 03/29/22 0140029	US BANK	T,393.00		05/06/22
	AMAN MATE OP*100E00/AT	-DIGTIAL CAMERAD			
	ACCOUNT TOTAL		1,446.90	+ 0 0	1,446.90

PREPAR PROGRA CITY O	PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS			20:04		ACCOUNT ACTIVITY LIS	PAGE 19 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO NBR	ACCTG PER.	CD	-TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 1	01 GENE	RAL FU	ND						
101-5	521-415	.72-20	OPEF	RATING S	UPPLIES /	OFFICERS EQUIPMENT	883.00		05/10/22
1946	Г	11/22 J UTY PI	AP 04 STOLS	1/26/22 3-2	0000000	NEW PSO'S	882.00		03/10/22
1946		11/22	AP 04	13/22	0000000	ENTENMANN-ROVIN CO.	2,106.20		05/10/22
1930	Ē	11/22	GES #	182-187	;114 0140029	CHIEF;CPT.;LT.;DIRECTOR	731.25		05/06/22
1930	A	MAZON.	COM * 1	LH7HN49M	2	GUN MOUNTED LIGHTS-5			,,
1930		11/22	AP 04	1/11/22	0140029	US BANK		124.95	05/06/22
1930	P	MAZON.	COM	1/11/22	0140029	CREDIT-HANDCUFF HOLSTERS	124.95		05/06/22
1000	A	MAZON.	COM*1	LH8H56BY	2 AMZN	5-HANDCUFF HOLSTERS			,,
1930		11/22	AP 04	1/06/22	0140029	US BANK	124.95		05/06/22
	A	MAZON.	COM*1	H94A59W	1	5-HANDCUFF HOLSTERS			
				ACCO	UNT TOTAL		3,969.35	124.95	3,844.40
101-5 1946	521-415	11/22	OPEF AP 05	ATING S	UPPLIES / 00000000	RADIO & MDC FEES BLACK HAWK CO.E911-TREASURER	4,484.60		05/10/22
	E	UL.EDA		ACCO	UNT TOTAL		4,484.60	.00	4,484.60
101-5	521-415	72-24	OPER	ATING S	UPPLIES /	AMMUNITION			
1946		11/22	AP 04	1/11/22	0000000	KIESLER'S POLICE SUPPLY, INC.	1,468.60		05/10/22
	9	MM AMM	0	100/00		5 CASES	F2 00		05/05/22
1930	P	MZN MK	AP 03 TP US	3/28/22 5*169AE4	0140029 FM0	9MM DUMMY ROUNDS	53.90		05/06/22
				ACCO	UNT TOTAL		1,522.58	.00	1,522.58
101-5	521-415	.72-33	OPEF	RATING S	UPPLIES /	POLICE AUXILIARY PROGRAM			
1930		11/22	AP 04	1/04/22	0140029	US BANK	84.67		05/06/22
	F	TREAWA	RDS.(	.0M		RESERVE OFFICER AWARDS			
				ACCO	UNT TOTAL		84.67	.00	84.67
101-5	521-415	11/22	PROE	ESSIONA	L SERVICES	/ PROFESSIONAL SERVICES	49.75		05/10/22
1940	Г	RANSCR	IPTIC	N SERVI	CES	#22-002495			,,
1946		11/22	AP 04	1/15/22	0000000	NET TRANSCRIPTS, INC.	123.38		05/10/22
1040	T	RANSCR	IPTIC	N SERVI	CES	#21-078971	31 84		05/10/22
1940	г	RANSCR	AP 04 IPTIC	N SERVI	CES	#22-009710	31.04		00120122
				ACCO	UNT TOTAL		204.97	.00	204.97

PREPAR	REPARED 05/10/2022, 9:20:04 ROGRAM GM360L ITY OF CEDAR FALLS			ACCOUNT ACTIVITY LI	STING	PAGE 20 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO ACCTG NBR PER.	CD	TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								POST DT
FUND 1	01 GENERAL FU	JND						
101-5	521-415.83-05	5 TRAI	SPORTAT	ION&EDUCAT	ION / TRAVEL (FOOD/MILEAGE/LOD)			
1930	11/22	AP 04	4/15/22	0140029	US BANK	99.86		05/06/22
	HIDALGO	) MEX	ICAN BAR	& GRI	MEALS-OFFICER INVEST.4/14	150.00		05/05/00
1930	11/22	AP 04	4/14/22	0140029	US BANK	150.08		05/06/22
1930	11/22		1/08/22	0140029	US BANK	222.00		05/06/22
1000	TA PIIRÍ	ום סדר	F TRAIN	TNG	HOTEL-BIKE PATROL SCHOOL			,,
1930	11/22	AP 04	4/06/22	0140029	US BANK	289.00		05/06/22
	ALLEGNI	*AIR	BSMBHF		AIRFARE-TASER MASTER SCH.			
1930	11/22	AP 04	4/04/22	0140029	US BANK	95.44		05/06/22
	SUBWAY	35634	1		MEALS-CRISIS INTERV.TRNG.			/ /
1930	11/22	AP 0:	3/31/22	0140029	US BANK	123,90		05/06/22
1020	THE OTH	IER PI	LACE EDA	LE 0140000	MEALS-CRISIS INTERV.TRNG.	32 06		05/06/22
1930	LI/22	AP U.	3/31/22	0140029	MEALS_CRISIS INTERV TRNG	52.00		03/00/22
1930	11/22	AP 0.	3/30/22	0140029	US BANK	14.78		05/06/22
2000	MCDONAL	DISI	37412		PRISONER MEALS			
1930	11/22	AP 03	3/30/22	0140029	US BANK	444.00		05/06/22
	IA PUBI	PIC DI	EF TRAIN	ING	HOTEL-FTO SCHOOL			
1930	11/22	AP 03	3/29/22	0140029	US BANK	97.04		05/06/22
	SUBWAY	35634	1		MEALS-CRISIS INTERV.TRNG.			
			ACCO	UNT TOTAL		1,568.16	.00	1,568.16
101-5	521-415 83-06	TRAT	TATROPEN	TONSEDUCAT	TON / EDUCATION			
1946	11/22	AP 04	4/26/22	0000000	WAUKESHA COUNTY TECHNICAL COL	440.00		05/10/22
	REG: EVI	D.BSI	J.INTM	ADSEN	PEWAUKEE, WI;4/18-4/21/22			
1946	11/22	AP 04	4/19/22	0000000	IOWA LAW ENFORCEMENT ACADEMY	25.00		05/10/22
	REG:OFF	F.INV	ESTG.C	ARMAN	JOHNSTON;04/14/22			
1946	11/22	AP 04	1/19/22	0000000	IOWA LAW ENFORCEMENT ACADEMY	25.00		05/10/22
1046	REG:OFF	F. INVI	ESTM.H	AISLET	JOHNSTON; 04/14/22	25.00		0E/10/22
1946	II/22 PEG-OFF	AP U4	4/19/22 27-111005	NGTEIN	TOWNSTON 04/14/22	25.00		05/10/22
1946	11/22	AP 04	4/19/22	0000000	TOWA LAW ENFORCEMENT ACADEMY	25.00		05/10/22
1910	REG:OFF	. INVI	ESTB.H	EUER	JOHNSTON;04/14/22			
1946	11/22	AP 04	1/19/22	0000000	IOWA LAW ENFORCEMENT ACADEMY	25.00		05/10/22
	REG:OFF	.INV	ESTD.O	NEILL	JOHNSTON;04/14/22			
1946	11/22	AP 04	4/19/22	0000000	IOWA LAW ENFORCEMENT ACADEMY	25.00		05/10/22
	REG:OFF	. INVI	ESTKAR	I REA	JOHNSTON;04/14/22	1 405 00		05/06/00
1930	11/22	AP 04	4/15/22	0140029	US BANK	1,495.00		05/06/22
1930	11/22	ים מג	1/29/22	0140029	UG BANK	50 00		05/06/22
1930	TOWA PC	DLICE	CHIEFS	ASSOCI	REG:INTERNAL AFFAIRS	30100		00/00/22
1930	11/22	AP 01	3/28/22	0140029	US BANK	395.00		05/06/22
	NATIONA	AL ASS	SOCIATIO	N OF S	REG:ADV.RESOURCE OFF.TRNG			
1930	11/22	AP 03	3/24/22	0140029	US BANK	710.00		05/06/22
	SQ *NAT	TONAL	L TACTIC	AL OFF	REG:SWAT DEC.MAKING-SMITH	710.00		05/06/00
1930	11/22	AP 0	3/24/22	0140029	US BANK	10.00		05/06/22
	SU *NA1	LUNA	J TACITC	AL UFF	KEG: DWAI DEC. MKG LADAGE			

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PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS				ACCOUNT ACTIVITY LI	ACCOUNTI	PAGE 21 ACCOUNTING PERIOD 10/2022		
GROUP PO NBR NBR	ACCTG PER.	TRAN CD DATE	SACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GF	ENERAL FU	UI.		1				
101-5521-4	415.83-06	TRANSPORT	ATION&EDUCAT	TION / EDUCATION	continued			
1930	11/22 2	AP 03/23/2	2 0140029	US BANK	175.00		05/06/22	
1930	11/22 J	AP 03/23/2	2 0140029	US BANK	359.00		05/06/22	
	CALIBRE	PRESS		REG:FINDING LDR.IN YOU			0= 10 5 10 0	
1930	11/22 / IOWA POI	AP 03/22/2 LICE CHIEF	2 0140029 S ASSOCI	US BANK REG:INTERNAL AFFAIRS-5/26	300.00		05/06/22	
		ЪC			4 784 00	-0.0	4 784 00	
		AC	COUNT TOTAL		1,701.00	.00	4,704.00	
101-5521-4	415.93-01	EQUIPMENT	/ EQUIPMENT					
1946	11/22	AP 04/28/2	2 0000000	STREICHER'S INC.	158.24		05/10/22	
1946	11/22 A	AP 04/11/2	2 0000000	KELTEK INCORPORATED	512.12		05/10/22	
	EMERGEN	CY LIGHTIN	G PD#1					
		AC	COUNT TOTAL		670.36	.00	670.36	
101-6613-4 1921	433.72-01 11/22 A OFFICE D	OPERATING AP 04/19/2 PAPER CEME	SUPPLIES / 2 0000000 TERY	OPERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	1.68		05/10/22	
		AC	COUNT TOTAL		1.68	. 0 0	1.68	
101-6616-4	146 72-01	ODEDATING	SUDDITES /	OPERATING SUPPLIES				
1921	11/22 J SCREWS	AP 04/28/2	2 0000000	O'DONNELL ACE HARDWARE	.33		05/10/22	
PROJECT#:	: 06: 11/22 /	2508 AP 04/27/2	2 0000000	OFFICE EXPRESS OFFICE PRODUCT	151.57		05/10/22	
	TISSUES	TOWELS, LI	NERS					
1901	11/22	AP 04/25/2	2 0000000	JOHNSTONE SUPPLY OF WATERLOO	112.32		05/10/22	
	HVAC FI	JTERS						
1901	11/22 2	AP 04/25/2	2 0000000	JOHNSTONE SUPPLY OF WATERLOO	56.16		05/10/22	
	HVAC FI	TERS						
PROJECT#: 1901	: 062 11/22	2501 AP 04/21/2	2 0000000	OFFICE EXPRESS OFFICE PRODUCT	16.10		05/10/22	
	MAGNETS	& DOCUMEN	T HOLDRS					
PROJECT#:	: 062 11/22 2	2506 Ap 04/19/2	2 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.26		05/10/22	
1921	OFFICE 1	PAPER PUB	BLDG					
1942	11/22 A	AP 04/18/2	2 0000000 FILTER	PLUMB SUPPLY COMPANY, LLC FAUCET KAY	612.81		05/10/22	
PROJECT#:	: 062	2507						
1930	11/22 A AMZN MK	AP 04/14/2 CP US*1A50	2 0140029 H6A10	US BANK PAPER DISPENSER KEY	15.88		05/06/22	

PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS		ACCOUNT ACTIVITY LIS	TING	PAGE 22 ACCOUNTING PERIOD 10/2022		
GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GE	NERAL FUND					
101-6616-4	46.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES	continued			
PROJECT#:	062506				( (	
1921	11/22 AP 04/13/22 0000000 TISSUES,MAGNETS	OFFICE EXPRESS OFFICE PRODUCT	110.97		05/10/22	
PROJECT#:	062511	110 03.112	61 69		05/06/22	
1930	ROBERT BROOKE & ASSOCIATE	SHOWER CURTAIN HOOKS	01.09		03/00/22	
1921	11/22 B 04/07/22 000000	ECHO GROUP, INC.	324.75		05/10/22	
PROJECT#•	LIGHT BULBS 062507	lene ekeer, inc.	021110		,,	
1930	11/22 AP 04/05/22 0140029	US BANK	21.64		05/06/22	
	AMZN MKTP US*1H6UI7TZ0	THERMOSTAT COVER				
PROJECT#:	062506					
1891	11/22 AP 03/31/22 0000000	NAPA AUTO PARTS	585.55		05/10/22	
	PARTS & EXPENSES MAR'22	IIG DANK	15 07		05/06/22	
1930	11/22 AP 03/30/22 0140029	US BANK	15.97		05/06/22	
PROTECT# .	AMZN MKIP US*I63IC6NQ2	KEI BOX LOCK				
FROUECI#:	002511					
	ACCOUNT TOTAL		2,087.00	. 00	2,087.00	
101-6616-4	46.73-06 OTHER SUPPLIES / BUI	LDING REPAIR				
1921	11/22 AP 04/22/22 0000000 OVERHEAD DOOR REPAIR	CHRISTIE DOOR COMPANY	434.75		05/10/22	
PROJECT#:	062506	ALDONNELL AGE MADDIADE	E 0.0		05/10/22	
1891	PARTS & EXPENSES MAR'22	O'DONNELL ACE MARDWARE	5.20		05/10/22	
1901	11/22 AD $04/20/22$ 0000000	POLK'S LOCK SERVICE INC	75.00		05/10/22	
1901	DOOR LOCK REPAIR	TOTA D BOCK BERNECE, INC.				
PROJECT#:	062511					
1942	11/22 AP 04/18/22 0000000 CREDIT FOR RETURNS	PLUMB SUPPLY COMPANY, LLC		139.06	05/10/22	
PROJECT#:	062506					
1901	11/22 AP 04/15/22 0000000 SUMP PUMP	PLUMB SUPPLY COMPANY, LLC	388.28		05/10/22	
PROJECT#:	062501		22.50		0= /10 /00	
1891	11/22 AP 04/13/22 0000000 PIPE FOR SUMP PUMP	MENARDS-CEDAR FALLS REPLACEMENT	38.50		05/10/22	
PROJECT#:	062501		26.66		05/06/00	
1930	11/22 AP 04/08/22 0140029	US BANK	20.00		05/06/22	
	AMZN MKTP US*IHZF561Q2	DOOK CUTWE				
FROUDCI#:	002309					
	ACCOUNT TOTAL		969.17	139.06	830.11	

101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL

PREPARED 05 PROGRAM GM CITY OF CED	REPARED 05/10/2022, 9:20:04 ROGRAM GM360L ITY OF CEDAR FALLS			ACCO	OUNT ACTIVITY LI	ACCOUNTI	PAGE 23 ACCOUNTING PERIOD 10/2022		
GROUP PO NBR NBR	ACCTG PER. Cl	TRANS D DATE	ACTION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GE	NERAL FUND								
101-6616-4	46.81-08 PI	ROFESSION	AL SERVICES	/ PEST CONTROL		continued			
1921 PROJECT# -	11/22 AP PEST CONTI 0625	05/01/22 ROL 11	0000000	PLUNKETT'S PEST	CONTROL, INC	49.19		05/10/22	
1921	11/22 AP PEST CONTI	05/01/22 ROL	0000000	PLUNKETT'S PEST	CONTROL, INC	24.96		05/10/22	
PROJECT#:	0625	08			COMPOSI THE	25 00		05 (10 (00	
PROJECT#:	PEST CONTI 0625	05/01/22 ROL 05	0000000	PLONKEII'S PESI	CONTROL, INC.	25.00		05/10/22	
1921	11/22 AP PEST CONTI	05/01/22 ROL	0000000	PLUNKETT'S PEST	CONTROL, INC	30.00		05/10/22	
PROJECT#:	06253	LO							
		ACC	OUNT TOTAL			129.15	i:0 0	129.15	
101-6616-4	46.86-14 R	EPAIR & M	AINTENANCE	/ MECH EQUIPMENT	SERVICING				
1921	11/22 AP JANITORIA	05/01/22 SERVICE	0000000 S	FRESH START CLE	ANING SOLUTION	3,700.00		05/10/22	
PROJECT#:	0625	$\frac{1}{2}$	0000000		NITNO COLUTION	700 00		05/10/22	
PROJECT#•	JANITORIA	SERVICE	s	FRESH START CLEA	MING SOLUTION	/00.00		05/10/22	
1921	11/22 AP JANITORIA	05/01/22 SERVICE	0000000 S	FRESH START CLE	ANING SOLUTION	7,000.00		05/10/22	
PROJECT#:	0625	07							
1921	11/22 AP JANITORIA	05/01/22 SERVICE	0000000 S	FRESH START CLEA	ANING SOLUTION	3,165.00		05/10/22	
1921	11/22 AP	05/01/22	0000000	FRESH START CLEA	ANING SOLUTION	770.00		05/10/22	
PROJECT#:	JANITORIA 0625	SERVICE	S						
1921	11/22 AP JANITORIA	05/01/22 SERVICE	0000000 S	FRESH START CLEA	ANING SOLUTION	3,300.00		05/10/22	
PROJECT#:	0625	)3			NTNG GOLUMION	1 0 5 0 0		05 (10 (20	
1921	JANITORIA	05/01/22 SERVICE	0000000 S	FRESH START CLEA	ANING SOLUTION	1,865.00		05/10/22	
1921	11/22 AP	05/01/22	0000000	FRESH START CLEA	ANING SOLUTION	1,500.00		05/10/22	
	JANITORIA	SERVICE	S			_,		,,	
PROJECT#:	0625	)5			NTNG GOLUMION	500.00		05 (10 (00	
1921	JANITORIA	05/01/22 SERVICE	0000000 S	FRESH START CLEF	ANING SOLUTION	500.00		05/10/22	
1901	0625. 11/22 ⊉¤	04/21/22	0000000	AIRE SERV.OF THE	CEDAR VALLEY	1.269.00		05/10/22	
PROJECT#:	HVAC REPAT	ER AND MA	INT			1,202,000		,,	
		ACC	OUNT TOTAL			23,769.00	. 00	23,769.00	
						,		,	

PREPARED PROGRAM CITY OF C	PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS			ACCOUNT ACTIVITY LIST	ING	PAGE 24 ACCOUNTING PERIOD 10/2022		
GROUP PO NBR NB	PO ACCTG R PER. C	TRANSACI	'ION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 0 101-6623 1942	GENERAL FUND -423.86-01 F 11/22 AF PRO SHOP	) REPAIR & MAIN 9 04/28/22 00 WATER TEST	TENANCE	/ REPAIR & MAINTENANCE TESTAMERICA LABORATORIES, INC	21.00		05/10/22	
		ACCOUN	T TOTAL		21.00	. 00	21.00	
101-6625 1924	-432.71-01 C 11/22 AB	OFFICE SUPPLI 04/27/22 00	ES / OFF	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	31.47		05/10/22	
1924	11/22 AF	04/20/22 00	00000	OFFICE EXPRESS OFFICE PRODUCT	3.43		05/10/22	
1930	11/22 AE AMZN MKTE	04/01/22 01 05*161728XE	40029	US BANK PLOTTER PAPER	70.13		05/06/22	
		ACCOUN	T TOTAL		105.03	. 00	105.03	
101-6625 1898	-432.73-05 C 11/22 AB HEAVY DUT	THER SUPPLIE 04/19/22 00 Y BAGS	S / OPEF	ATING EQUIPMENT MENARDS-CEDAR FALLS	19.96		05/10/22	
		ACCOUN	T TOTAL		19.96	.00	19.96	
101-6625 1898	-432.81-44 F 11/22 AF FINCHFORD	PROFESSIONAL 04/22/22 00 RIVER GAUGE	SERVICES	/ USGS RIVER GAUGE MIDAMERICAN ENERGY 03/24/22-04/22/22	10.15		05/10/22	
		ACCOUN	T TOTAL		10.15	.00	10.15	
101-6625 1939	-432.86-01 R 11/22 AF CLEAN/SER	EPAIR & MAIN 04/20/22 00 VICE AIR COM	TENANCE 00000 IPRES	/ REPAIR & MAINTENANCE COMPRESSED AIR & EQUIPMENT AT GOLF SHOP	304.11		05/10/22	
		ACCOUN	T TOTAL		304.11	. 0 0	304.11	
101-6633 1921	-423.71-01 C 11/22 AF	PFFICE SUPPLI 9 04/19/22 00 9 PER PARKS	ES / OFF 00000	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	6.27		05/10/22	
1930	11/22 AF AMZN MKTE	04/07/22 01 US*1H9Q08BL	40029 0	US BANK POST IT NOTES FOR KEVIN	17.67		05/06/22	
		ACCOUN	T TOTAL		23.94	.00	23.94	
101-6633 1942	-423.72-01 C 11/22 AF	PERATING SUP 05/04/22 00	PLIES / 00000	OPERATING SUPPLIES STOKES WELDING	640.00		05/10/22	

PREPAR PROGRA CITY O	REPARED 05/10/2022, 9:20:04 ROGRAM GM360L ITY OF CEDAR FALLS				ACCOUNT ACTIVITY LI	STING	PAGE 25 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO AC NBR P	CTG - ER. CD	TRANS DATE	ACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
ר בואווק	01 CENERA								
101-6	633-423.7 BAT	2-01 OF TERIES,	ERATING CHARGER	SUPPLIES /	OPERATING SUPPLIES	continued			
1942	11 NUT	/22 AP S AND B	04/29/22 OLTS,CLI	0000000 PS	MENARDS-CEDAR FALLS	30.74		05/10/22	
1942	11 FLA	/22 AP GS	04/29/22	0000000	MILLER FENCE CO., INC.	689.97		05/10/22	
1921	11 SPR	/22 AP AYER HA	04/28/22 ND RACK	0000000	C & C WELDING & SANDBLASTING	579.02		05/10/22	
1939	11 TRA	/22 AP ILER RE	04/28/22 NTAL	0000000	BLACK HAWK RENTAL	96.30		05/10/22	
1942	11 HOS	/22 AP E MENDE	04/27/22 RS	0000000	MENARDS-CEDAR FALLS	17.94		05/10/22	
1939	11 BLE	/22 AP ACH FOR	04/25/22 BEACH H	0000000 OUSE	MENARDS-CEDAR FALLS	17.45		05/10/22	
1921	11 PAL	/22 AP LET FOR	04/23/22 KS	0000000	BDS EQUIPMENT	1,025.00		05/10/22	
1921	11 PIP	/22 AP E-WATER	04/22/22 FILL BL	0000000 UFF ST	BLACKHAWK SPRINKLERS, INC.	199.80		05/10/22	
1942	11 SCR	/22 AP EW CAP	04/21/22	0000000	PLUMB SUPPLY COMPANY, LLC	16.31		05/10/22	
1942	11 PRE	/22 AP EMERGE	04/21/22 NT FERTI	0000000 LIZER	ZIMCO SUPPLY CO.	1,060.00		05/10/22	
1901	11 SAW	/22 AP BLADES	04/19/22 ,CRFT CA	0000000 SE	MENARDS-CEDAR FALLS	57,69		05/10/22	
1901	11 SEA	/22 AP L,LUMBE	04/19/22 R,HEX LA	0000000 G,PLFD	MENARDS-CEDAR FALLS	189.47		05/10/22	
1921	11 NP	/22 AP 3BRS FP	04/18/22 BV-WATER	0000000 FILL	FERGUSON ENTERPRISES, INC. BLUFF ST	383.19		05/10/22	
1942	11 LUM	/22 AP BER	04/18/22	0000000	MENARDS-WATERLOO	142.66		05/10/22	
1921	11 VAL	/22 AP VES.TEE	04/14/22 .COUPLIN	0000000 G.ELL	FERGUSON ENTERPRISES, INC. WATER FILL BLUFF ST	1,331.09		05/10/22	
1930	11 FLE	/22 AP ET FARM	04/11/22	0140029	US BANK RAMPS AND SUPPLIES FOR	358.41		05/06/22	
1901	11 SPR	/22 AP AY PAIN	04/04/22 T FOR BA	0000000 THROOMS	MENARDS-CEDAR FALLS	45.80		05/10/22	
1891	11 PAR	/22 AP TS & EX	03/31/22 PENSES M	0000000 AR'22	NAPA AUTO PARTS	2,740.85		05/10/22	
1930	11 FLE	/22 AP ET FARM	03/31/22	0140029	US BANK DOOR OPENER EXTENSION	44.79		05/06/22	
			ACC	OUNT TOTAL		9,666.48	. 0 0	9,666.48	
101-6 1939	633-423.8 11 POR	6-01 RE /22 AP TA POTT	PAIR & M 04/22/22 Y-VIKING	AINTENANCE 0000000 /HUDSON	/ REPAIR & MAINTENANCE COOLEY PUMPING, LLC	95.00		05/10/22	
			ACC	OUNT TOTAL		95.00	.00	95.00	

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PREPARED PROGRAM CITY OF C	PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L PITY OF CEDAR FALLS			ACCOUNT ACTIVITY LIS	FING	PAGE 26 ACCOUNTING PERIOD 10/2022		
GROUP P NBR NB	O ACCTG R PER.	TRAN CD DATE	ISACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101	GENERAL FUN	D						
101-6633 1942	-423.92-01 11/22 A	STRUCTURE P 05/02/2	IMPROV & BI 2 0000000	JDGS / STRUCTURE IMPROV & BLDGS WAPSIE PINES LAWN CARE/LANDSC	494.97		05/10/22	
1942	11/22 A NURSERY	P 04/18/2 TREES	2 0000000	WAPSIE PINES LAWN CARE/LANDSC	8,750.10		05/10/22	
		AC	COUNT TOTAL		9,245.07	.00	9,245.07	
101-6633 1921	-423.93-01 1 11/22 A ROCK/TRE	EQUIPMENT P 04/23/2 E GRAPPLE	7 / EQUIPMENT 2 0000000	BDS EQUIPMENT	2,999.00		05/10/22	
		AC	COUNT TOTAL		2,999.00	.00	2,999.00	
		FU	ND TOTAL		105,227.12	330.29	104,896.83	
FUND 203 FUND 206 206-6637 1921	TAX INCREME STREET CONS -436.71-01 11/22 A OFFICE P	NT FINANC TRUCTION OFFICE SU P 04/19/2 APER STRE	ING FUND IPPLIES / OFF 2 0000000 ETS	TICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	6.29		05/10/22	
		AC	COUNT TOTAL		6.29	.00	6.29	
206-6637 1901	-436.72-16 11/22 A METAL,SA	OPERATING P 04/21/2 W BLADE,1	SUPPLIES / 2 0000000 CAPE	TOOLS MENARDS-CEDAR FALLS	36.86		05/10/22	
		AC	COUNT TOTAL		36.86	. 00	36.86	
206-6637 1942	-436.72-54 11/22 A MITER SA	OPERATING P 04/29/2 W BLADE	SUPPLIES / 2 0000000	BUILDING SUPPLIES MENARDS-CEDAR FALLS	39.99		05/10/22	
1939	11/22 A FIBERGLA	P 04/25/2 SS	2 0000000	MENARDS-CEDAR FALLS	3.75		05/10/22	
		AC	COUNT TOTAL		43.74	. 00	43.74	
206-6637 1953	-436.72-57 11/22 A CREDIT B	OPERATING P 05/15/2 ALANCE ON	SUPPLIES / 2 0000000 1 ACCOUNT	ICE CONTROL TRACTOR SUPPLY CO. FROM 2020 STILL SHOWING		1.49	05/10/22	
		AC	COUNT TOTAL		- 0 0	1.49	1.49-	

PREPAR PROGRA	PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS			:20:04		ACCOUNT ACTIVITY	ACCOUNT	PAGE 27 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
				CHITON BI	ND					
206-6	206 ST 5637-4	36.72-6	) OPE	CTION FU RATING S	SUPPLIES /	SAFETY SUPPLIES				
1953	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	11/22	AP 0	5/04/22	0000000	THOMPSON SHOES	160.00		05/10/22	
		SAFLII	SHOE	9-0 DIFI	. 2	F.O. 30713				
				ACCO	UNT TOTAL		160.00	.00	160.00	
206-6	5637-4	36.73-0	5 ОТН	ER SUPPI	IES / OPEF	ATING EQUIPMENT				
1921		11/22	AP 0	4/21/22	0000000	CAMPBELL SUPPLY WATERLOO	338.00		05/10/22	
1921		11/22	AP 0	4/20/22	0000000	CAMPBELL SUPPLY WATERLOO		139.00	05/10/22	
1901		11/22 CONES A	AP 0 AND B	3/25/22 ARRELS	0000000	IOWA DEPT-TRANSPORTATION	2,629.20		05/10/22	
				ACCO	UNT TOTAL		2,967.20	139.00	2,828.20	
					(					
206-6	5637-4	36.73-0	5 OTH	ER SUPPI 4/25/22	IES / BUII	DING REPAIR TRACTOR SUPPLY CO.	8.98		05/10/22	
1901		REPLACI	EMENT	LENS	0000000	inscion boilli co,	0190			
				ACCO	UNT TOTAL		8.98	- 00	8.98	
206-6	5637-4	36 73-11	9 ∩⊤ਸ	ER SUPPI	TES / BARE	TCADES & FLASHERS				
1939	,05, 4	11/22 LOCK N	AP 0	4/27/22	0000000	MENARDS-CEDAR FALLS	7.98		05/10/22	
1901		11/22 TYPE 3	AP 0 BARR	4/18/22 ICADES	0000000	IOWA PRISON INDUSTRIES	1,061.20		05/10/22	
				ACCO	UNT TOTAL		1,069.18	<b>↓</b> 00	1,069.18	
200		26 92 21				12mg				
1939	563/-4	11/22	AP 0	5/04/22	00000000	BUILDERS SELECT LLC	19.99		05/10/22	
1939		11/22	AP 0	5/04/22	0000000	BUILDERS SELECT LLC	30.36		05/10/22	
1939		11/22	AP 0	4/26/22	0000000	BENTON'S READY MIX CONCRETE,	762.00		05/10/22	
1939		11/22	AP 0	R WYNNEW 4/25/22	0000000	BENTON'S READY MIX CONCRETE,	175.00		05/10/22	
PRO	IECT# -	CONCRE	52436	TERLOO R	CAD					
1921		11/22 COLDMT	AP 0	4/23/22 HALT	0000000	ASPRO, INC.	341.32		05/10/22	
1939		11/22 CLEAN	AP 0	4/23/22	0000000 IRE	BMC AGGREGATES L.C. PROJECTS	115.65		05/10/22	
1939		11/22 WASHED	AP 0 CHIP	4/23/22 FOR SPR	0000000 AY	BMC AGGREGATES L.C. PATCHING	1,059.93		05/10/22	

PREPARED PROGRAM CITY OF C	PREPARED 05/10/2022, 9:20:04 ACC PROGRAM GM360L CITY OF CEDAR FALLS			ACCOUNT ACTIVITY LI	STING	ACCOUNTIN	PAGE 28 ACCOUNTING PERIOD 10/2022		
GROUP P NBR NB	PO ACCTG BR PER.	CD	- <b>TRANSA</b> DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 206	STREET CON	ISTRU	CTION FU	ND					
206-6637	7-436.73-32	OTH	ER SUPPL	IES / STRE	ETS	continued			
1901	11/22 CRS-2 F	AP 04	4/21/22	0000000	BITUMINOUS MATERIALS & SUPPLY	2,277.45		05/10/22	
1939	11/22 CONCRET	AP 0	4/21/22 FERLOO R	0000000 OAD	BENTON'S READY MIX CONCRETE,	337.50		05/10/22	
PROJECT 1901	Γ#: 06 11/22	52436 AP 04	4/16/22	000000	ASPRO, INC.	322.00		05/10/22	
	COLD MI	X AS	PHALT						
1901	11/22 PAVERS	AP 04	4/12/22 )RS.CURT	0000000 NG CMP	STETSON BUILDING PRODUCTS LLC REBAR.FORM RELEASE AGENT	1,279.82		05/10/22	
1901	11/22	AP 0	1/08/22	0000000	BMC AGGREGATES L.C.	481.67		05/10/22	
1891	ROADSTO 11/22 PARTS &	NE AP 0: EXPI	3/31/22 ENSES MA	0000000 R'22	NAPA AUTO PARTS	1,522.52		05/10/22	
			ACCO	UNT TOTAL		8,725.21	. 00	8,725.21	
206-6637 1930	7-436.83-05 11/22	AP 04	NSPORTAT	ION&EDUCAT 0140029	ION / TRAVEL (FOOD/MILEAGE/LOD) US BANK	151.37		05/06/22	
1930	11/22 SHERATO	AP 04 N DE	4/11/22 MOINES	0140029	US BANK MEAL:B HEATH-APWA CONF'22	16.00		05/06/22	
			ACCO	UNT TOTAL		167.37	. 00	167.37	
206-6637 1898 PROJECT	7-436.92-81 11/22 3268-20 F#: 02	AP 04 22 AI 3268	JCTURE I 4/13/22 LEY REC	MPROV & BL 0000000 ON.	DGS / PERMEABLE ALLEY PROGRAM AECOM TECHNICAL SERVICES, INC 03/05-04/08/22	6,185.77		05/10/22	
			ACCO	UNT TOTAL		6,185.77	¥00	6,185.77	
206-6647 1921	7-436.71-03 11/22 OFFICE	OFF AP 04 PAPEI	ICE SUPP 4/19/22 R TRAFFI	LIES / OFF 0000000 C OPS	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	1.26		05/10/22	
			ACCO	UNT TOTAL		1.26	. 0 0	1.26	
206-6647 1901	7-436.72-01 11/22	AP 04	RATING S 4/13/22	UPPLIES / 0000000	OPERATING SUPPLIES MENARDS-CEDAR FALLS	14.48		05/10/22	
1930	11/22	AP 04	1/11/22	0140029	US BANK	155.80		05/06/22	
1891	AMZN MH 11/22	AP 0	5*1A39Z8 3/31/22	CC0 0000000	BATTERY CHARGERS NAPA AUTO PARTS	548.48		05/10/22	
1930	11/22	AP 0	3/25/22	0140029	US BANK	252.00		05/06/22	

PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY LISTIN	IG	PAGE 29 ACCOUNTING PERIOD 10/2022		
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 206 STREET CONSTRUCTION FUND 206-6647-436.72-01 OPERATING SUPPLIES / OP MAGID GLOVE	ERATING SUPPLIES ELECTRICAL GLOVES	continued			
ACCOUNT TOTAL		970.76	. 00	970.76	
206-6647-436.86-19 REPAIR & MAINTENANCE / 1901 11/22 AP 04/21/22 0000000 K REPAIR TRAFFIC SIGNAL	TRAFFIC SIGNAL REPAIR W ELECTRIC, INC.	230.00		05/10/22	
ACCOUNT TOTAL		230.00	.00	230.00	
206-6647-436.92-01 STRUCTURE IMPROV & BLDG 1901 11/22 AP 04/20/22 0000000 A CABINET TEST EQUIPMENT	S / STRUCTURE IMPROV & BLDGS THENS TECHNICAL SPECIALISTS,	4,665.00		05/10/22	
ACCOUNT TOTAL		4,665.00	. 00	4,665.00	
FUND TOTAL		25,237.62	140.49	25,097.13	
FUND 215 HOSPITAL FUND FUND 216 POLICE BLOCK GRANT FUND FUND 217 SECTION 8 HOUSING FUND 217-2214-432.71-01 OFFICE SUPPLIES / OFFIC 1924 11/22 AP 04/27/22 0000000 O COPY PAPER	E SUPPLIES FFICE EXPRESS OFFICE PRODUCT	5.03		05/10/22	
ACCOUNT TOTAL		5.03	.00	5.03	
217-2214-432.81-01 PROFESSIONAL SERVICES / 1924 11/22 AP 01/31/22 0000000 0. JANUARY APPLICANTS SEC 8	PROFESSIONAL SERVICES NE SOURCE THE BACKGROUND CHE 4 APPLICANTS	124.00		05/10/22	
ACCOUNT TOTAL		124.00	* 0 0	124.00	
FUND TOTAL		129.03	.00	129.03	
FUND 223 COMMUNITY BLOCK GRANT 223-2224-432.71-01 OFFICE SUPPLIES / OFFIC	E SUPPLIES	1 26		05/10/22	
1924 11/22 AP 04/27/22 0000000 0 COPY PAPER 1923 11/22 AP 04/26/22 0000000 0	FFICE EXPRESS OFFICE PRODUCT	2.27		05/10/22	
COPY PAPER		3.53	- 00	3.53	

PREPARED PROGRAM CITY OF C	CPARED 05/10/2022, 9:20:04 ACCOUNT ACTIVITY LISTING OGRAM GM360L Y OF CEDAR FALLS				PAGE 30 ACCOUNTING PERIOD 10/2022		
GROUP P NBR NB	O ACCTG R PER. CD	-TRANSACTION DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 223	COMMUNITY BLOCK	GRANT FUND TOTAL		3.53		3.53	
FUND 224 FUND 242 242-1240 1898 PROJECT	TRUST & AGENCY STREET REPAIR F -431.92-25 HOME 11/22 AP 04 3271-N CEDAR #: 023271	UND & COMMUNITY ENVJ /13/22 0000000 HEIGHTS PH1	RON / STRUCTURE IMPROV & BLDGS AECOM TECHNICAL SERVICES, INC 03/05-04/08/22	2,292.66		05/10/22	
		ACCOUNT TOTAL		2,292.66	.00	2,292.66	
242-1240 1898 PROJECT	-431.92-84 STRU 11/22 AP 04 3230-22 STRE #: 023230	CTURE IMPROV & BI /28/22 0000000 ET CONST-CHD	DGS / CEDAR HEIGHTS DRIVE PETERSON CONTRACTORS	134,386.05		05/10/22	
		ACCOUNT TOTAL		134,386.05	. 00	134,386.05	
		FUND TOTAL		136,678.71	. 00	136,678.71	
FUND 254 254-1088 1924	CABLE TV FUND -431.72-01 OPER 11/22 AP 04	ATING SUPPLIES / /27/22 0000000	OPERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	5.03		05/10/22	
1930	COPY PAPER	/18/22 0140029	IIS BANK	193.30		05/06/22	
1000	MARKERTEK VI	DEO SUPPLY	TRIPP LITE SWITCH 4-PORT	(20.00		05/06/22	
1930	B&H PHOTO 80	0-606-6969	MEMORY CARD AND READER	059.00		05/08/22	
1930	11/22 AP 04 NEWEGG MARKE	/11/22 0140029 TPLACE	US BANK INTEL BAREBONE SYSTEM	668.29		05/06/22	
1930	11/22 AP 04 NEWEGG MARKE	/11/22 0140029 TPLACE	US BANK LAPTOP MEMORY	115.99		05/06/22	
1930	11/22 AP 03	/29/22 0140029	US BANK	621.66		05/06/22	
1930	11/22 AP 03	/24/22 0140029	US BANK	37.56		05/06/22	
1930	AMZN MKTP US 11/22 AP 03 B&H PHOTO 80	*1N5P80SB0 /22/22 0140029 0-606-6969	EXTENSION CABLES US BANK CONNECTORS	83.50		05/06/22	
		ACCOUNT TOTAL		2,365.21	.00	2,365.21	
254-1088 1923	-431.73-01 OTHE 11/22 AP 04 SHIPPING-ALL	R SUPPLIES / REPA /20/22 0000000 IED BROADCAST	NIR & MAINT. SUPPLIES FEDERAL EXPRESS	48.33		05/10/22	
		ACCOUNT TOTAL		48.33	.00	48.33	

PREPAN PROGRA	REPARED 05/10/2022, 9:20:04 ROGRAM GM360L HTY OF CEDAR FALLS			:20:04		ACCOUNT ACTIVITY L	ISTING	PAGE 31 ACCOUNTING PERIOD 10/2022		
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSAC DATE	TION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
FUND 2 254-: 1930	254 CA 1088-4	BLE TV 1 31.89-11 11/22 ADOBE 3	FUND 3 MIS AP 0 INC	CELLANEOU 3/29/22 0	S SERVICE 140029	S / COMMUNITY PROGRAMMING US BANK ADOBE STOCK-ON DEMAND	84.79		05/06/22	
				ACCOU	NT TOTAL		84.79	.00	84.79	
254-: 1930	1088-4	31.92-03 11/22 AMZN MI	AP 0	UCTURE IM 4/18/22 0 5*1A80N9M	PROV & BL 140029 M2	DGS / STRUCTURE IMPROV & BLDGS US BANK BULK MICROPHONE CABLE	243.16		05/06/22	
1930		11/22	AP 0	4/13/22 0	140029	US BANK	499.96		05/06/22	
1930		AMZN M 11/22	AP 0	4/12/22 0	21 140029	US BANK	71.68		05/06/22	
1930		AMZN M 11/22	AP 0	S*1A4KM37 4/11/22 0	140029	US BANK	90.99		05/06/22	
1930		AMZN M 11/22 B&H PH	AP 0 DTO 8	4/05/22 0 00-606-69	A2 140029 69	CAJUN POLL LINE US BANK COMPREHENSIVE CABLES	861.76		05/06/22	
				ACCOU	NT TOTAL		1,767.55	. 00	1,767.55	
254-: 1930	1088-4	31.93-03 11/22 NEWEGG	L EQU AP 0	IPMENT / 1 4/12/22 0	EQUIPMENT 140029	US BANK (4) 20TB HARD DRIVES	2,039.96		05/06/22	
1930		11/22 B&H PH	AP 0 DTO 8	3/29/22 0 00-606-69	140029 69	US BANK PORTABLE LCD MONITOR 7"	1,103.76		05/06/22	
				ACCOU	NT TOTAL		3,143.72	- 0 0	3,143.72	
				FUND	TOTAL		7,409.60	÷ 0 0	7,409.60	
FUND 2 258-! 1924	258 PA 5531-4	RKING F 35.71-0 11/22 COPY P	JND 1 OFF AP 0 APER	ICE SUPPL 4/27/22 0	IES / OFF 000000	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	7.55		05/10/22	
				ACCOU	NT TOTAL		7.55	. 0 0	7.55	
258-! 1923	5531-4	35.81-4 11/22 CC & G	B PRO AP 0 ATEWA	FESSIONAL 4/30/22 0 Y FEES-AP	SERVICES 000000 R'22	/ CONTRACT SERVICES IPS GROUP, INC (2) PAYSTATIONS	231.48		05/10/22	
				ACCOU	NT TOTAL		231.48	- 00	231.48	
				FUND	TOTAL		239.03	- 0 0	239.03	

PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY LISTIN	G	PAGE 32 ACCOUNTING PERIOD 10/2022		
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMB!	ER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
FUND 261 TOURISM & VISITORS 261-2291-423.72-99 OPERATING SUPPLIES 1930 11/22 AP 04/19/22 0140029 USPS PO 1814940913	/ POSTAGE US BANK SHIP 100 BARN QUILT BROCH	11.18		05/06/22	
ACCOUNT TOTA	AL	11.18	.00	11.18	
261-2291-423.73-52 OTHER SUPPLIES / BF 1927 11/22 AP 05/02/22 0000000 8 1/2 X 14 BROCHURE PAPER	ROCHURES & PUBLICATIONS OFFICE EXPRESS OFFICE PRODUCT 2 REAMS	39.50	2	05/10/22	
ACCOUNT TOTA	AL	39.50	.00	39.50	
261-2291-423.73-57 OTHER SUPPLIES / G 1930 11/22 AP 04/01/22 0140029 WAL-MART #0753	IFT SHOP US BANK SODA FOR GIFT SHOP	22.68		05/06/22	
ACCOUNT TOT	AL	22.68	00	22.68	
261-2291-423.03-06 TRANSPORTATION&EDUC 1930 11/22 AP 04/06/22 0140029 IOWA SOCIETY OF ASSOCIATI	CATION / EDUCATION US BANK REG:ISAE-BOLANDER 4/25/22	65.00		05/06/22	
PRODECT#:   032423     1930   11/22 AP 04/01/22 0140029     IOWATRAVELINDUSTRY.ORG     PROJECT#:   032426	US BANK REG:IA TRAVEL-J PICKAR	25.00		05/06/22	
ACCOUNT TOTA	AL	90.00	.00	90.00	
261-2291-423.85-20 UTILITIES / INTERN 1927 11/22 AP 05/02/22 0000000 QTRLY SUBSCRIPTION	T SERVICE IDSS GLOBAL LLC JUNE-JULY-AUGUST	1,500.00		05/10/22	
ACCOUNT TOTA	AL	1,500.00	. 0 0	1,500.00	
261-2291-423.85-50   UTILITIES   COMMUNI     1927   11/22   AP   05/04/22   0000000     MAYORS   VOLUNTEERS   AWARDS     1927   11/22   AP   04/29/22   0000000     4   GLASS   AWARDS   FOR   TOURSM     1930   11/22   AP   04/06/22   0140029	TY AWARENESS VOLUNTEER CENTER OF CEDAR VAL LOIS WISHMEYER HONOREE SANDEE'S LIMITED MONTH PARTNERS US BANK	80.00 176.00 12.99		05/10/22 05/10/22 05/06/22	
HY-VEE CEDAR FALLS 1052	COOKIES:MEETING US20	268.99	.00	268.99	

PREPARED 05/10/2022, 9:20:04 ACCOUNT ACTIVITY LIST PROGRAM GM360L CITY OF CEDAR FALLS	TING	PAGE 33 ACCOUNTING PERIOD 10/2022		
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 261 TOURISM & VISITORS 261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS 1930 11/22 AP 04/11/22 0140029 US BANK TST* BRASS TAPS - CEDAR F LUNCH W/2 GROUP TOUR PROJECT#: 032422	52.63		05/06/22	
ACCOUNT TOTAL	52.63	.00	52.63	
FUND TOTAL	1,984.98	.00	1,984.98	
FUND 262 SENIOR SERVICES & COMM CT   262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING   1868 11/22 AP 05/02/22 0000000 OFFICE EXPRESS OFFICE PRODUCT   DECAF COFFEE (X2)   1868 11/22 AP 04/27/22 0000000 HAWKEYE STAGES, INC.   BUS TRIP TO DES MOINES 08/15/22	34.38 1,881.00		05/10/22 05/10/22	
ACCOUNT TOTAL	1,915.38	. 00	1,915.38	
FUND TOTAL	1,915.38	.00	1,915.38	
FUND291POLICE FORFEITURE FUNDFUND292POLICE RETIREMENT FUNDFUND293FIRE RETIREMENT FUNDFUND294LIBRARY RESERVEFUND295SOFTBALL PLAYER CAPITALFUND296GOLF CAPITALFUND297REC FACILITIES CAPITALFUND298HEARST CAPITALFUND298HEARST CAPITALFUND298HEARST CAPITALFUND298HEARST CAPITALFUND402WASHINGTON PARK FUNDFUND404FEMAFUND404FEMAFUND405FLOOD RESERVE FUNDFUND408STREET IMPROVEMENT FUNDFUND410CORONAVIRUS LOCAL RELIEFFUND400ATE E BOND				
FUND 430 2004 TIF BOND 430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION 1898 11/22 AP 05/02/22 0000000 PETERSON CONTRACTORS 3189-W VIKING IND.PARK V	105,357.39		05/10/22	
PROJECT#: 023189 1898 11/22 AP 04/25/22 0000000 TERRACON CONSULTANTS, INC. 3189-W VIKING IND.PARK V SERVICES THROUGH 04/16/22 PROJECT#: 023189	163.29		05/10/22	
ACCOUNT TOTAL	105,520.68	. 00	105,520.68	

PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY	<i>LISTING</i>	PAGE 34 ACCOUNTING PERIOD 10/2022		
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 430 2004 TIF BOND 430-1220-431.97-70 TIF BOND PROJECTS / 1898 11/22 AP 04/22/22 0000000 3212-WEST VIKING RD RECON PROJECT#: 023212	VIKING ROAD SNYDER & ASSOCIATES, INC. SERIVCES 03/01-03/31/22	7,856.00		05/10/22	
ACCOUNT TOTAL	1	7,856.00	.00	7,856.00	
430-1220-431.97-82 TIF BOND PROJECTS / 1898 11/22 AP 04/28/22 0000000 3242-DWNTWN STREETSCP II PROJECT#: 023242	STREETSCAPE MAINTENANCE OWEN CONTRACTING INC.	75,622.37		05/10/22	
ACCOUNT TOTAL	1	75,622.37	. 00	75,622.37	
430-1220-431.98-47 CAPITAL PROJECTS / C 1898 11/22 AP 04/28/22 0000000 3245-CYBER LANE EXTENSION PROJECT#: 023245	YBER LANE OWEN CONTRACTING INC.	31,732.93		05/10/22	
ACCOUNT TOTAL	1	31,732.93	.00	31,732.93	
FUND TOTAL		220,731.98	.00	220,731.98	
FUND 431 2014 BOND   FUND 432 2003 BOND   FUND 433 2001 TIF   FUND 434 2000 BOND   FUND 435 1999 TIF   FUND 436 2012 BOND   FUND 437 2018 BOND   FUND 438 2020 BOND FUND   438-1220-431.95-73 BOND FUND PROJECTS /   1898 11/22 AP 04/13/22 000000	SIDEWALK RECONSTRUCTION AECOM TECHNICAL SERVICES, IN	IC 121.44		05/10/22	
3266-'21 PUBLIC SIDEWALK PROJECT#: 023266	DESIGN/LAND SURVEY			05 (10 (00	
1898 11/22 AP 04/13/22 0000000 3266-'21 PUBLIC SIDEWALK PROJECT#: 023266	AECOM TECHNICAL SERVICES, IN ON CALL	IC 2,339.06		05/10/22	
ACCOUNT TOTAL		2,460.50		2,460.50	
438-1220-431.98-23 CAPITAL PROJECTS / G 1898 11/22 AP 04/28/22 0000000 3228-GREENHILL/S MAIN INT PROJECT#: 023228	REENHILL RD & S MAIN INT PETERSON CONTRACTORS	272,096.34		05/10/22	

PREPARED 05 PROGRAM GM CITY OF CEI	5/10/2022, 9:20:04 4360L DAR FALLS	ACCOUNT ACTIVITY	LISTING	ACCOUNT	PAGE 35 ING PERIOD 10/2022
GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NU	N JMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 438 20 438-1220-4 1898 PROJECT#:	220 BOND FUND 131.98-23 CAPITAL PROJECT: 11/22 AP 04/22/22 00000 3228-GREENHILL/S MAIN II 023228	S / GREENHILL RD & S MAIN INT 000 SHIVE-HATTERY NT SERIVCES THROUGH 04/15/	continued 2,763.30 22		05/10/22
	ACCOUNT 7	TOTAL	274,859.64	+ 00	274,859.64
438-1220-4 1898	131.98-83 CAPITAL PROJECT: 11/22 AP 05/02/22 00000 3171-CEDAR HEIGHTS RECON 022171	5 / CEDAR HGTS DRIVE RECON 000 PETERSON CONTRACTORS N.	186,094.11		05/10/22
PROJECT#:	11/22 AP 04/25/22 00000 3171-CEDAR HEIGHTS RECOL 023171	000 TERRACON CONSULTANTS, INC. N SERVICES THROUGH 04/16/	1,454.49		05/10/22
	ACCOUNT 7	TOTAL	187,548.60	.00	187,548.60
	FUND TOTA	AL	464,868.74	.00	464,868.74
FUND 439 20 FUND 443 CA 443-1220-4 1923	22 BOND FUND APITAL PROJECTS 431.98-88 CAPITAL PROJECTS 11/22 AP 04/25/22 00000 3244-ASHWORTH DR EXT.	5 / ASHWORTH DR TO HUDSON RD 000 AHLERS AND COONEY, P.C. 3/31/22	102.00		05/10/22
PROJECT#: 1923 PROJECT#:	: 023244 11/22 AP 04/25/22 00000 3244-ASHWORTH DR EXT. : 023244	000 AHLERS AND COONEY, P.C. JOHNSON/NICOL,4/12-4/19	790.50		05/10/22
	ACCOUNT 7	TOTAL	892.50	.00	892.50
	FUND TOTA	AL	892.50	÷00	892.50
FUND 472 PA FUND 473 SI FUND 483 EC	ARKADE RENOVATION IDEWALK ASSESSMENT CONOMIC DEVELOPMENT				
483-2245-4 1953	132.89-02 MISCELLANEOUS SI 11/22 AP 05/06/22 00000 THIPD ANNUAL TAY PERATE	ON CV COMMERCIAL 2, LLC 917 W 23RD STREET	37,493.12		05/10/22
1953	11/22 AP 05/06/22 00000 4 OF 5 ANNUAL REBATE PM	000 REJE, LLC 7024 NORDIC DRIVE	16,169.48		05/10/22
	ACCOUNT	POTAL	53,662.60	- 00	53,662.60

PREPARED 05 PROGRAM GM CITY OF CED	5/10/2022, 9 1360L DAR FALLS	:20:04	ACCOUNT ACTIVITY L	JISTING	ACCOUNTING	PAGE 36 PERIOD 10/2022
GROUP PO NBR NBR	ACCTG PER. CD	TRANSACTION DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE - POST DT
FUND 483 EC	CONOMIC DEVEL	OPMENT FUND TOTAL		53,662.60	.00	53,662.60
FUND   484   EC     FUND   541   20     FUND   544   20     FUND   545   20     FUND   546   SE     FUND   548   19     FUND   549   19     FUND   545   20     FUND   547   SE     FUND   548   19     FUND   551   RE     551<-6675	CONOMIC DEVELO 18 STORM WATT 108 SEWER BONI 106 SEWER BONI 106 SEWER BONI 197 SEWER BONI 192 SEWER BONI 100 SEWER BONI 192 FUND 136.71-01 OFFI	DPMENT LAND ER BONDS DS ENT FUND FUND D FUND D FUND D FUND D FUND ICE SUPPLIES / OFF	ICE SUPPLIES		5	
1921	11/22 AP 04 OFFICE PAPER	4/19/22 0000000 R PW OFFICE	OFFICE EXPRESS OFFICE PRODUCT	1.26		05/10/22
		ACCOUNT TOTAL		1.26	.00	1.26
551-6685-4 1921	36.71-01 OFF 11/22 AP 04 OFFICE PAPER	ICE SUPPLIES / OFF 4/19/22 0000000 R REFUSE	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	12.59		05/10/22
		ACCOUNT TOTAL		12.59	. 00	12.59
551-6685-4 1939	36.72-16 OPER 11/22 AP 04 RAKE,DUST PA	RATING SUPPLIES / 4/27/22 0000000 AN	TOOLS MENARDS-CEDAR FALLS	29.98		05/10/22
1942	11/22 AP 04 SCISSORS FOR	4/20/22 0000000 R RECYCLING	O'DONNELL ACE HARDWARE	2.69		05/10/22
		ACCOUNT TOTAL		32.67	.00	32.67
551-6685-4 1901	36.72-66 OPEN 11/22 AP 04 DUMPSTERS	RATING SUPPLIES / 4/19/22 0000000	DUMPSTER REPLACEMENTS POYNETTE IRON WORKS, INC.	5,787.00		05/10/22
		ACCOUNT TOTAL		5,787.00	.00	5,787.00
551-6685-4 1942	36.73-01 OTH 11/22 AP 04 PAINT FOR TH	ER SUPPLIES / REPA 4/29/22 0000000 RANSFER STATIO	IR & MAINT. SUPPLIES MENARDS-CEDAR FALLS	14.88		05/10/22
1942	11/22 AP 04 WEED AND FEB	4/28/22 0000000 ED,BROOM	MENARDS-CEDAR FALLS	63.69		05/10/22
1939	11/22 AP 04 PLIERS,HAMME	4/27/22 0000000 ER,PAINT	MENARDS-CEDAR FALLS FLAPPER KIT	56.87		05/10/22

PREPARED ( PROGRAM ( CITY OF C)	05/10/2022 GM360L EDAR FALLS	9:20:04	ACCOUNT ACTIVITY LIS	STING	ACCOUNTING	PAGE 37 PERIOD 10/2022
GROUP PO NBR NBI	O ACCTG R PER.	TRANSACTION CD DATE NUMBER	DESCRIPTION	debits	CREDITS	CURRENT BALANCE POST DT
FUND 551 F 551-6685 1939	REFUSE FUN -436.73-01 11/22 J FILL VA	) OTHER SUPPLIES / REP AP 04/27/22 0000000 LVE	AIR & MAINT. SUPPLIES MENARDS-CEDAR FALLS	continued 7.99		05/10/22
		ACCOUNT TOTAL		143.43	.00	143.43
551-6685 1891	-436.73-05 11/22 2 PARTS &	OTHER SUPPLIES / OPE AP 03/31/22 0000000 EXPENSES MAR'22	RATING EQUIPMENT NAPA AUTO PARTS	914.68		05/10/22
		ACCOUNT TOTAL		914.68	.00	914.68
551-6685 1901	-436.73-06 11/22 J METAL FO	OTHER SUPPLIES / BUI AP 04/28/22 0000000 DR BUNKER WALL	LDING REPAIR C & C WELDING & SANDBLASTING	1,651.12		05/10/22
		ACCOUNT TOTAL		1,651.12	. 0 0	1,651.12
551-6685 1930	-436.86-37 11/22 / PTOUCHD	REPAIR & MAINTENANCE AP 03/24/22 0140029 IRECT.COM	/ REFUSE CART TRACKING SW US BANK LABEL MAKER FOR SMART	85.84		05/06/22
		ACCOUNT TOTAL		85.84	.00	85.84
551-6685- 1921 1939	-436.87-02 11/22 ELECTROI 11/22 SCRAP T	RENTALS / MATERIAL D AP 04/26/22 0000000 NIC RECYCLING AP 04/23/22 0000000 IRE RECYCLING	ISPOSAL/HANDLIN MIDWEST ELECTRONIC RECOVERY LIBERTY TIRE RECYCLING, LLC	543.30 285.21		05/10/22 05/10/22
		ACCOUNT TOTAL		828.51	. 0 0	828.51
551-6685 1901	-436.92-01 11/22 2 WALKING	STRUCTURE IMPROV & B AP 04/27/22 0000000 FLOOR PARTS	LDGS / STRUCTURE IMPROV & BLDGS KEITH MFG. CO.	369.06		05/10/22
		ACCOUNT TOTAL		369.06	. 00	369.06
		FUND TOTAL		9,826.16	. 00	9,826.16

PREPARED PROGRAM CITY OF C	05/10/2022, GM360L EDAR FALLS	9:20:04		ACCOUNT AC	TIVITY LISTING		ACCOUNTING	PAGE 38 PERIOD 10/2022
GROUP PO NBR NB	O ACCTG - R PER. CD	TRANSACTI DATE	ON NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE - POST DT
FUND 552 552-6655 1921	SEWER RENTAL -436.71-01 OF 11/22 AP OFFICE PAP	FUND FICE SUPPLIE 04/19/22 000 ER SEWER	S / OFF	ICE SUPPLIES OFFICE EXPRESS OFFICE	PRODUCT	1.68		05/10/22
		ACCOUNT	TOTAL			1.68		1.68
552-6655 1932	-436.72-16 OP 11/22 AP ELECTRIC S	ERATING SUPE 04/27/22 000 CREWDRIVERS	PLIES / '	COOLS CAMPBELL SUPPLY WATERL	00	46.85		05/10/22
		ACCOUNT	TOTAL			46.85	. 00	46.85
552-6655 1953	-436.72-60 OP 11/22 AP SAFETY SHO	ERATING SUP 05/04/22 000 ES-T TIMSON	PLIES / 8	SAFETY SUPPLIES THOMPSON SHOES P.O. 56714		136.00		05/10/22
		ACCOUNT	TOTAL			136.00	. 00	136.00
552-6655 1932	-436.73-05 OT 11/22 AP TRASH PUMP	HER SUPPLIES 04/28/22 000 PARTS	/ OPER.	ATING EQUIPMENT GIERKE-ROBINSON COMPAN	Y, INC.	18.52		05/10/22
		ACCOUNT	TOTAL			18.52	. 0 0	18.52
552-6655 1942 1939	-436.73-13 OT 11/22 AP MARKERS FO 11/22 AP	HER SUPPLIES 05/04/22 000 R MAN HOLE 04/19/22 000	5 / SANI 00000	TARY SEWERS O'DONNELL ACE HARDWARE LEYMASTER TILE, RUSTY		7.38 197.50		05/10/22 05/10/22
	TILE FOR R	IDGEWAY LIFT ACCOUNT	TOTAL	STATION		204.88	. 00	204.88
552-6655 1921	-436.73-27 OT 11/22 AP IOWA ONE C	HER SUPPLIES 04/27/22 000 ALL MARCH 20	5 / IOWA 00000 222	ONE CALL IOWA ONE CALL		252.90		05/10/22
		ACCOUNT	TOTAL			252.90	- 0 0	252.90
552-6665 1921	-436.71-01 OF 11/22 AP OFFICE PAP	FICE SUPPLIE 04/19/22 000 ER WATER REC	S / OFF: 00000	ICE SUPPLIES OFFICE EXPRESS OFFICE :	PRODUCT	4.20		05/10/22
		ACCOUNT	TOTAL			4.20	.00	4.20

PREPARED PROGRAM CITY OF C	05/10/2022, GM360L EDAR FALLS	9:20:04		ACCOUNT ACTIVITY LIS	TING	ACCOUNTING	PAGE 39 PERIOD 10/2022
GROUP P NBR NB	PO ACCTG - DR PER. CD	TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
			5.79T				1001 01
FUND 552 552-6665	SEWER RENTAL	FUND ERATING S	UPPLIES /	TOOLS			
1932	11/22 AP	04/19/22	0000000	GRAINGER PARTS	191.01		05/10/22
1932	11/22 AP	04/19/22	0000000	GRAINGER PARTS	735.30		05/10/22
1932	ACTUATOR,S 11/22 AP SCREWDRIVE	CREW EXTR 04/15/22 RS,WRENCH	ACTORS 0000000 ,GLOVE	CAMPBELL SUPPLY WATERLOO GREASE GUN, HEX KEYS	539.83		05/10/22
		ACCO	UNT TOTAL		1,466.14	i	1,466.14
552-6665 1932	-436.72-26 OP 11/22 AP	ERATING S 04/22/22	UPPLIES / 0000000	TESTING & LAB ENVIRONMENTAL RESOURCE ASSOCI	613.22		05/10/22
	LAB QC SAM	PLES					
		ACCO	UNT TOTAL		613.22	.00	613.22
552-6665	-436.72-68 OP	ERATING S	UPPLIES /	POLYMER			
1932	11/22 AP POLYMER	05/02/22	0000000	MSD ENVIRONMENTAL SERVICES, I	5,042.40		05/10/22
1932	11/22 AP POLYMER CR	04/19/22 EDIT	0000000	MSD ENVIRONMENTAL SERVICES, I		2,265.50	05/10/22
		ACCO	UNT TOTAL		5,042.40	2,265.50	2,776.90
552-6665	-436.73-05 OT	HER SUPPL	IES / OPER	ATING EQUIPMENT			
1932	11/22 AP	05/03/22 ARTS-RISE	0000000 R TEE	MENARDS-CEDAR FALLS	9.92		05/10/22
1932	11/22 AP	05/03/22	0000000	MENARDS-CEDAR FALLS	18.96		05/10/22
1932	11/22 AP	04/27/22	0000000	MENARDS-CEDAR FALLS	56.80		05/10/22
1932	11/22 AP	04/14/22	0000000	CRESCENT ELECTRIC	56.61		05/10/22
1891	LAMPS FOR 11/22 AP	PLANT 03/31/22	0000000	NAPA AUTO PARTS	721.57		05/10/22
	PARTS & EX	PENSES MA	R'22				
		ACCO	UNT TOTAL		863.86	.00	863.86
552-6665	-436.73-36 OT	HER SUPPL	IES / SAN.	LIFT STATION SUPP.			
1932	11/22 AP LIGHTS AND	04/18/22 PANEL	0000000	VAN METER, INC.	41.38		05/10/22
1932	11/22 AP	04/18/22	0000000 FT ST	VAN METER, INC.	1,080.30		05/10/22
1932	11/22 AP	04/13/22	0000000	NAPA AUTO PARTS	1,554.60		05/10/22
1932	11/22 AP	04/13/22	0000000	NAPA AUTO PARTS		259,10	05/10/22

PREPARED 05 PROGRAM GM CITY OF CED	5/10/2022, 9:20:04 M360L DAR FALLS	ACCOUNT ACTIVITY LIST	ING	ACCOUNTING	PAGE 40 PERIOD 10/2022
GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SE 552-6665-4	WER RENTAL FUND 36.73-36 OTHER SUPPLIES / SAN. CORE REFUND	LIFT STATION SUPP,	continued		
	ACCOUNT TOTAL		2,676.28	259.10	2,417.18
552-6665-4 1932	36.86-29 REPAIR & MAINTENANCE 11/22 AP 04/29/22 0000000 LAB TESTS	/ LAB & TESTING TESTAMERICA LABORATORIES, INC	429.00		05/10/22
1932	11/22 AP 04/21/22 0000000 LAB TESTS	TESTAMERICA LABORATORIES, INC	412.00		05/10/22
	ACCOUNT TOTAL		841.00	.00	841.00
552-6665-4 1932	136.93-01 EQUIPMENT / EQUIPMENT 11/22 AP 04/25/22 0000000 PUMP REPAIR PARTS	ELECTRIC PUMP	10,761.08		05/10/22
	ACCOUNT TOTAL		10,761.08	. 0 0	10,761.08
	FUND TOTAL		22,929.01	2,524.60	20,404.41
FUND 553 20 FUND 555 ST 555-6630-4 1924	004 SEWER BOND CORM WATER UTILITY 132.72-01 OPERATING SUPPLIES / 11/22 AP 04/27/22 0000000 COPY PAPER 11/22 AP 04/20/22 0000000	OPERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	6.29		05/10/22
1924	2X4 LABELS ACCOUNT TOTAL	OFFICE BARRED OFFICE PRODUCT	6.65	.00	6.65
555-6630-4 1898	32.92-01 STRUCTURE IMPROV & BI 11/22 AP 04/22/22 0000000 3215-0LIVE ST BOX CULVERT	DGS / STRUCTURE IMPROV & BLDGS ADVANCED ENVIRONMENTAL TESTIN ASBESTOS INSPECTION	875.00		05/10/22
1898	11/22 AP 04/19/22 0000000 3215-OLIVE ST BOX CULVERT	AECOM TECHNICAL SERVICES, INC 03/05-04/08/22	2,990.07		05/10/22
PROJECT#: 1898 PROJECT#:	023215 11/22 AP 03/31/22 0000000 3215-OLIVE ST BOX CULVERT 023215	PROSOURCE TECHNOLOGIES, LLC ADDITIONAL THROUGH 4/2/22	304.50		05/10/22
	ACCOUNT TOTAL		4,169.57	. 00	4,169.57

PREPARED PROGRAM CITY OF	05/10/2022, 9 GM360L CEDAR FALLS	9:20:04	ACCOUNT ACTIVITY LIST	ING	ACCOUNTING	PAGE 41 PERIOD 10/2022
GROUP NBR N	PO ACCTG IBR PER. CD	TRANSACTION DATE NUMB	ER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 555	STORM WATER UT	ILITY FUND TOTAL		4,176.22	00	4,176.22
FUND 570 FUND 606 606-107 1924	SEWER ASSESSME DATA PROCESSIN 8-441.71-01 OFF 11/22 AP C COPY PAPER	NT G FUND NCE SUPPLIES / C 4/27/22 0000000	OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	3.77		05/10/22
		ACCOUNT TOTA	AL	3.77	.00	3.77
606-107 1930	8-441.72-01 OPE 11/22 AP C AMZN MKTP U	RATING SUPPLIES 4/04/22 0140029 S*161Y79KR2	/ OPERATING SUPPLIES US BANK TONER FOR XEROX PRINTER	37.04		05/06/22
		ACCOUNT TOTA	λL	37.04	.00	37.04
606-107 1930	8-441.81-40 PRC 11/22 AP 0 STK*BIGSTOC	FESSIONAL SERVIO 4/04/22 0140029 KPHOTO.COM	CES / PUBLIC INFORMATION PROG. US BANK ONLINE IMAGE SUBSCRIPTION	99.00		05/06/22
		ACCOUNT TOT	۸L	99.00	.00	99.00
606-107 1923	8-441.82-10 COM 11/22 AP 0 COPIERS/246	MUNICATION / TEI 4/25/22 0000000 29-MPS01/APR22	JEPHONE HOLDING ACCOUNT GORDON FLESCH COMPANY 4/22-5/21/22	1,083.25		05/10/22
		ACCOUNT TOTA	AL.	1,083.25	. 00	1,083.25
606-107 1930 1930	8-441.86-10 REF 11/22 AP 0 ZOOM.US 888 11/22 AP 0 DNH*GODADDY	AIR & MAINTENANG 4/04/22 0140029 -799-9666 3/22/22 0140029 .COM	CE / SOFTWARE SUPPORT AGREEMTS US BANK ZOOM LICENSE US BANK GIS SSL RENEWAL	1,399.60 189.98		05/06/22 05/06/22
		ACCOUNT TOTA	L	1,589.58	+ 0 0	1,589.58
606-107 1957	8-441.93-01 EQU 11/22 AP 0 HP DOCKS FC	IPMENT / EQUIPME 4/26/22 0000000 R FINANCE 4/13/22 0140028	NT ZONES CONNECTING BUS.& TECHNO	1,785.00		05/10/22
1930	AMAZON.COM* 11/22 AP 0	4/11/22 0140029 4/11/22 0140029	WIRELESS KEYBOARD, MOUSE US BANK	62.87		05/06/22
1930	AMZN MKTP U 11/22 AP 0	S*1H41D3622 4/11/22 0140029	MOUSE PADS, SPEAKERS US BANK	539.94		05/06/22

PREPA PROGR CITY	RED 05, AM GM OF CED	/10/2022 360L AR FALLS	2, 9 3	:20:04		ACCOUNT ACTIVITY	LISTING	ACCOUNTING	PAGE 42 PERIOD 10/2022
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSA DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 606-	606 DA 1078-44	TA PROCH 41.93-01 AMAZON	ESSIN EQU COM*	G FUND IPMENT / 1H1NN768	EQUIPMENT 2	NVME SSD (6) PS PC'S	continued		
				ACCO	UNT TOTAL		2,440.74	+ 0 0	2,440.74
				FUND	TOTAL		5,253.38	.00	5,253.38
FUND FUND FUND 685- 1921 1921	680 HEA 681 HEA 682 HEA 685 VEA 6698-44	ALTH INS ALTH SEV ALTH INS HICLE MA 46.71-01 11/22 FOLDERS 11/22 OFFICE	URAN VERAN URAN URAN INTEL OFF AP 0 AP 0 PAPE	CE FUND CE CE - FIR NANCE FU ICE SUPP 4/19/22 ENVELOP 4/19/22 R VEHICL	E ND LIES / OFF 0000000 ES FOR 0000000 E MAIN	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT FLEET FILES OFFICE EXPRESS OFFICE PRODUCT	51.24 4.20		05/10/22 05/10/22
				ACCO	UNT TOTAL		55.44	.00	55.44
685-1 1939 1921	6698-44	46.72-05 11/22 KEYPAD 11/22	OPE AP 0 COVE	RATING S 4/29/22 R 1500 B 4/22/22	UPPLIES / 0000000 LUFF	GAS & OIL DICK'S PETROLEUM COMPANY NORTHLAND PRODUCTS CO.	201.01		05/10/22
1939		USED 01 11/22	AP 0	CK UP 4/21/22	0000000	AIRGAS USA, LLC	47.94		05/10/22
1891		WELDING 11/22	GAS	4/20/22	000000	DICK'S PETROLEUM COMPANY	290.00		05/10/22
1921		11/22 WELDING	AP 04 GAS	4/20/22	0000000	SUPERIOR WELDING SUPPLY	55.50		05/10/22
1891		11/22 CUTTING	AP 03 GAS	3/31/22 FOR WEL	0000000 DING	AIRGAS USA, LLC	71.52		05/10/22
1891		11/22 PARTS &	AP 0 EXP	3/31/22 ENSES MAI	0000000 R'22	NAPA AUTO PARTS	1,314.80		05/10/22
				ACCO	UNT TOTAL		2,214.57	∂ <b>≓</b> 00	2,214.57
685-0 1921 1921 1891	6698-44	16.72-16 11/22 SCREWDF 11/22 SET OF 11/22 SHOP TO	AP 04 AP 04 AP 04 AP 04 CROW AP 04 OOLS 3	RATING S 4/29/22 SET FOR 4/28/22 S FEET F( 4/18/22 AND SERV	UPPLIES / 00000000 0000000 DR 0000000 ICE	TOOLS O'DONNELL ACE HARDWARE SERVICE TRUCK KAY, PHILIP R. SHOP CAMPBELL SUPPLY WATERLOO TRUCK	40.68 299.00 798.00		05/10/22 05/10/22 05/10/22
				ACCO	UNT TOTAL		1,137.68	.00	1,137.68

PREPAR PROGRA	RED 05/10/2022, 9:20:04 AM GM360L OF CEDAR FALLS	ACCOUNT ACTIVITY I	ISTING	ACCOUNTING	PAGE 43 PERIOD 10/2022
GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FIND	685 VEHICLE MAINTENANCE FUND				
685-6 1891	6698-446.72-54 OPERATING SUPPLIES / 11/22 AP 03/31/22 0000000 PARTS & EXPENSES MAR'22	BUILDING SUPPLIES NAPA AUTO PARTS	1,072.91		05/10/22
	ACCOUNT TOTAL		1,072.91	.00	1,072.91
685-6	6698-446.73-04 OTHER SUPPLIES / VEF	ITCLE SUPPLIES			
1942	11/22 AP 04/28/22 0000000 CUTTING DISCS FOR STEEL	MENARDS-CEDAR FALLS	65.40		05/10/22
1939	11/22 AP 04/27/22 0000000	LAWSON PRODUCTS, INC.	11.38		05/10/22
1942	21P TIES 11/22 AP 04/26/22 0000000	MENARDS-CEDAR FALLS	14.40		05/10/22
1891	EYE BOLTS FOR #2185 11/22 AP 04/19/22 0000000	PROSHIELD FIRE & SECURITY	144.00		05/10/22
1891	FIRE EXTINGUISHER MOUNTS 11/22 AP 04/15/22 0000000	LAWSON PRODUCTS, INC.	1,390.50		05/10/22
1001	MISC SHOP SUPPLIES	D C D TTRE INC	840.00		05/10/22
1891	#384 REPLACED 3 TIRES	D & D TIRE INC.	840.00		05/10/22
1891	11/22 AP 04/14/22 0000000 #303 SPARE KEYS	POLK'S LOCK SERVICE, INC.	90.00		05/10/22
1891	11/22 AP 04/14/22 0000000	SIGNS BY TOMORROW	412.50		05/10/22
1891	11/22 AP 04/13/22 000000	D & D TIRE INC.	325.00		05/10/22
1891	#383 REPLACED TIRE 11/22 AP 04/12/22 0000000	LAWSON PRODUCTS, INC.	47.16		05/10/22
1891	GRAY PRIMER PAINT 11/22 AP 04/12/22 0000000	MTI DISTRIBUTING, INC.		595.00	05/10/22
1921	DEEP SNOW KIT RETURN	ATEGAS USA. LLC	6.0 88		05/10/22
1921	WELDING INSULATOR				00,10,22
1891	11/22 AP 03/31/22 0000000 PARTS & EXPENSES MAR'22	NAPA AUTO PARTS	34,666.55		05/10/22
1891	11/22 AP 03/30/22 0000000	FASTENAL COMPANY	60.37		05/10/22
1891	#383 TRAILER REPAIRS 11/22 AP 12/09/21 0000000 DEEP SNOW KIT	MTI DISTRIBUTING, INC.	653.76		05/10/22
	ACCOUNT TOTAL		38,781.90	595.00	38,186.90
685-6	6698-446.86-04 REPAIR & MAINTENANCE	/ RADIO & COMMUNICATIONS			
1942	11/22 AP 04/25/22 0000000 AVL CELL CHARGES	PRECISE MRM LLC	1,020.00		05/10/22
	ACCOUNT TOTAL		1,020.00	. 00	1,020.00

685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS

PREPAI PROGRA	RED 05/10/2022, 9:20:04 AM GM360L OF CEDAR FALLS	ACCOUNT ACTIVITY L	ISTING	ACCOUNTIN	PAGE 44 G PERIOD 10/2022
GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FIND (	685 VEHICLE MAINTENANCE FUND				
685-6 1921	6698-446.86-15 REPAIR & MAINTENANCE 11/22 AP 04/25/22 0000000	/ TIRE REPAIRS D & D TIRE INC.	continued 250.00		05/10/22
1891	#290 TIRE REPAIR 11/22 AP 04/14/22 0000000	D & D TIRE INC.	120.00		05/10/22
1891	#373 REPAIRED TIRE 11/22 AP 04/13/22 0000000	D & D TIRE INC.	90.00		05/10/22
1891	#370 REPAIRED TIRE 11/22 AP 03/31/22 0000000 PARTS & EXPENSES MAR'22	NAPA AUTO PARTS	529.91		05/10/22
	ACCOUNT TOTAL		989.91	.00	989.91
685-6	6698-446.87-08 RENTALS / WORK BY OUT	SIDE AGENCY			
1939	11/22 AP 05/02/22 0000000	C & C WELDING & SANDBLASTING	218.25		05/10/22
1891	11/22 AP 04/22/22 000000	WITHAM AUTO CENTERS	1,575.96		05/10/22
1891	11/22 AP 04/19/22 000000	WITHAM AUTO CENTERS	1,593.08		05/10/22
1891	#PDII AXLE SEAL REPAIR 11/22 AP 04/13/22 0000000 #372 REPLACED TIRE	D & D TIRE INC	370.00		05/10/22
	ACCOUNT TOTAL		3,757.29	. 0 0	3,757.29
685-6 1942	6698-446.93-04 EQUIPMENT / REFURBISH 11/22 AP 05/03/22 0000000 FLAT BED #2123 AND 2142	VEHICLES VANDER HAAGS, INC.	8,828.00		05/10/22
	ACCOUNT TOTAL		8,828.00	.00	8,828.00
	FUND TOTAL		57,857.70	595.00	57,262.70
FUND 6 FUND 6 FUND 6 FUND 6	686 PAYROLL FUND 687 WORKERS COMPENSATION FUND 688 LTD INSURANCE FUND 689 LIABILITY INSURANCE FUND				
689-1 1923	1902-457.51-05 INSURANCE / LIABILITY 11/22 AP 04/19/22 0000000	ARTHUR J. GALLAGHER RISK MGMT	38,192.00		05/10/22
1923	ANNUAL BROKER FEE 11/22 AP 04/11/22 0000000	EFFECTIVE DATE 3/1/22 SELECTIVE INSURANCE (FLOOD)	3,870.00		05/10/22
1923	FLOOD INS:501 E 4TH ST 11/22 AP 04/10/22 0000000 FLOOD INS:215 E 15TH ST	SELECTIVE INSURANCE (FLOOD)	8,439.00		05/10/22
	ACCOUNT TOTAL		50,501.00	.00	50,501.00

PREPARED 05/10/2022, 9:20:04 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY LISTING		ACCOUNTING P	PAGE 45 ERIOD 10/2022
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 689 LIABILITY INSURANCE FUND FUND TOTAL	50,	,501.00	.00	50,501.00
FUND 724 TRUST & AGENCY FUND 727 GREENWOOD CEMETERY P-CARE FUND 728 FAIRVIEW CEMETERY P-CARE FUND 729 HILLSIDE CEMETERY P-CARE FUND 790 FLOOD LEVY				
GRAND TOTAL	1,169,	524.29 3	,590.38	1,165,933.91

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