



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MAY 01, 2023
7:00 PM AT CITY HALL, 220 CLAY STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of April 17, 2023.

Agenda Revisions

Special Presentations

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

Staff Updates

Special Order of Business

2. Hearing on the proposed condemnation of property located at 1312 Clay Street.
 - a) Written communications filed with the City Clerk.
 - b) Oral comments.
 - c) Resolution declaring the property located at 1312 Clay Street to be a nuisance due to being structurally unsafe, a fire hazard, or otherwise dangerous to human life and health.
 - d) Resolution ordering abatement of said nuisance by removal, repair or demolition of the property located at 1312 Clay Street and requiring the owner of said property to abate said nuisance or submit a viable plan by May 15, 2023.
3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project - Phase 1A.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 04/21/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project - Phase 1A.

Old Business

4. Pass Ordinance #3026, amending Chapter 26, Zoning, of the Code of Ordinances relative to conditional use for adaptive reuse of defunct institutional buildings, upon its third & final consideration.
5. Pass Ordinance #3027, amending Chapter 26, Zoning, of the Code of Ordinances relative to signage for Civic/Institutional Uses in the Downtown Character District (CD-DT), upon its second consideration.
6. Pass Ordinance #3028, amending the Zoning Map by removing approximately 3 acres of property located west of the Hudson Road & Ashworth Drive intersection, f/n/a 4919 Hudson Road from A-1, Agricultural District and placing the same in the R-1, Residence District, upon its second consideration.
7. Pass Ordinance #3029, amending the Zoning Map by removing approximately 14.43 acres of property located north of Black Hawk Park Addition and west of Cypress Avenue from A-1, Agricultural District and placing the same in the R-2, Residence District, upon its second consideration.

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

8. Receive and file the City Council Standing Committee minutes of April 17, 2023 relative to the following items:
 - a) Review of Council Salary.
 - b) Downtown Public Restroom Study.
 - c) Iowa Workforce Housing Tax Credit.
9. Approve a proclamation recognizing June 2023 as Pride Month.
10. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Jeff Engel, Cedar Falls Utilities Board of Trustees, term ending 08/31/2029.
11. Approve the application of Beth Schildroth, d/b/a Big Acai, for a Mobile Merchant license.
12. Receive and file Departmental Monthly Reports of March 2023.
13. 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) Five Corners Liquor and Wine, 809 East 18th Street.
 - d) Hansen's Dairy, 123 East 18th Street.
 - e) Hill Street News & Tobacco, 2217 College Street.
 - f) King Star, 2228 Lincoln Street.
 - g) Prime Mart 4, 2323 Main Street.
14. Approve the following applications for retail alcohol licenses:
 - a) CVS/Pharmacy, 2302 West 1st Street, Class E retail alcohol – renewal.
 - b) Cedar Basin Music Festival, Sturgis Park, Special Class C retail alcohol & outdoor service - 5-day permit.
 - c) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street including adjacent sidewalks, Special Class C retail alcohol & outdoor service – seven 5-day permits (June 2-6, June 9-13, July 6-10, July 13-17, July 27-31, August 10-14, and August 17-21).

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

15. Resolution Calendar with items considered separately.

- [16.](#) Resolution approving and accepting the permanent transfer of \$2,543,741.00 from the Municipal Electric Utility to the General Fund of the City of Cedar Falls, and \$604,416.00 from the Municipal Gas Utility to the General Fund of the City of Cedar Falls.
- [17.](#) Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 210 West 22nd Street.
- [18.](#) Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 804-806 Seerley Boulevard.
- [19.](#) Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 818 Seerley Boulevard.
- [20.](#) Resolution 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.
- [21.](#) Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1122 West 22nd Street.
- [22.](#) Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 2413 Olive Street.
- [23.](#) Resolution approving and authorizing execution of an Agreement with Myers Cox relative to providing concession products and supplies for the Falls Aquatic Center.
- [24.](#) Resolution designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Music Festival.
- [25.](#) Resolution approving and authorizing execution of a Contract for towing, wrecker and storage services with Rasmusson Towing.
- [26.](#) Resolution approving and authorizing execution of a First Amendment to the Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for administration of a United States Department of Commerce, Economic Development Administration (EDA) grant relative to the Cedar River Recreational Improvements Project.
- [27.](#) Resolution approving and authorizing execution of a Cash Escrow Agreement with The Rotary Club of Cedar Falls relative to construction of the Rotary Plaza to be located at 205-221 West 1st Street.
- [28.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 5 to the Professional Service Agreement with Riverwise Engineering, LLC for construction phase services relative to the Cedar River Recreational Improvements Project.
- [29.](#) Resolution approving the Certificate of Completion and accepting the work of Iowa Flat Works, Inc. for the 2022 Sidewalk Assessment Project - Zone 5.
- [30.](#) Resolution approving the Final Statement of Expenditures for the 2022 Sidewalk Assessment Project - Zone 5.
- [31.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with McWing, LLC relative to a post-construction stormwater management plan for 3015-3045 Capital Way.
- [32.](#) Receiving and filing the bids, and approving and accepting the bid of Dave Schmitt Construction Co. Inc., in the amount of \$1,249,087.31, being the lowest bid received for the Ashworth Drive Extension Project.
- [33.](#) Resolution approving and authorizing execution of an Owner Purchase Agreement, and approving and accepting a Sanitary Sewer Easement and Temporary Construction Easement, in conjunction with the North Cedar Heights Area Reconstruction Project.

- [34.](#) Resolution approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the Greenwood Cemetery Slope Stabilization Project.
- [35.](#) Resolution approving and authorizing execution of four Owner Purchase Agreements, and approving and accepting four Temporary Construction Easements, in conjunction with the 2023 Alley Reconstruction Project.
- [36.](#) Resolution receiving and filing, and setting May 15, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Alley Reconstruction Project.
- [37.](#) Resolution receiving and filing, and setting May 15, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Seal Coat Project.
- [38.](#) Resolution setting May 15, 2023 as the date of public hearing on proposed amendments to the City's FY2023 Budget.
- [39.](#) Resolution setting May 15, 2023 as the date of public hearing on a proposal to vacate a portion of Hudson Road right-of-way.

Allow Bills and Claims

- [40.](#) Allow Bills and Claims for May 1, 2023.

Council Updates and Announcements

Council Referrals

- [41.](#) Refer to the Finance & Business Operations Committee retiring or expiring tax increment financing (TIF) districts and process of releasing funds.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, APRIL 17, 2023
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:20 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield (arrived at 7:56 P.M.), Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.

54240 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of April 3, 2023 be approved as presented and ordered of record. Motion carried unanimously.

54241 - Rosemary Beach, 5018 Sage Road, commented and expressed appreciation to City Council and city staff for the public restroom discussion at the Committee meeting.

Brian Wingert, 2110 Flynn Drive, commented on a new restaurant being planned downtown and suggested a potential private/public partnership for restrooms as part of the project. Mr. Wingert also spoke about benefits of the workforce housing tax credits.

Kyle Nelson, 2714 Rownd Street, requested a code amendment to allow accessory dwelling units in other areas of the city besides downtown.

54242 - Community Development Director Sheetz provided an update on the job fair that was held on April 15th and noted that job openings are available on the City's web site.

53243 - Mayor announced that this was the time and place for a hearing on a complaint issued to Baba Fareed LLC, d/b/a Great Wall China, 2125 College Street, Suite D, for a first tobacco violation. Assistant City Attorney Sam Anderson provided background on the tobacco complaint. Following comments on behalf of Great Wall China by owner Ghulam Qureshi, the Mayor declared the hearing closed and passed to the next order of business.

It was moved by Kruse and seconded by Dunn to approve and authorize execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding Great Wall China, 2125 College Street, Suite D. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Sires, Dunn. Nay: None. Motion carried.

53244 - Mayor announced that this was the time and place for a hearing on a complaint issued to Cedar Sky, Inc., d/b/a Bani's, 2128 College Street, for a third tobacco violation. Assistant City Attorney Sam Anderson commented on behalf of the City and requested that the public hearing be continued for one month. The request to postpone the hearing was unanimously approved.

Following comments by Mayor Green, there was consensus by Council to postpone agenda items #4 and #5 until Councilmember Ganfield's return.

- 54245 - Mayor Green announced that in accordance with the public notice of April 7, 2023, this was the time and place for a public hearing on the on the proposed plans, specifications, form of contract & estimate of cost for the Ashworth Drive Roadway Extension Project. It was then moved by Kruse and seconded by Sires that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54246 - The Mayor then asked if there were any written communications filed to the project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a summary of the project. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.
- 54247- It was moved by Kruse and seconded by deBuhr that Resolution #23,128, approving and adopting the plans, specifications, form of contract & estimate of cost for the Ashworth Drive Roadway Extension Project, be adopted. Following questions and comments by Councilmembers Kruse, Schultz and Sires, and responses by City Engineer Wicke, City Administrator Gaines 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: Schultz, deBuhr, Kruse, Harding, Dunn. Nay: Sires. Motion carried. The Mayor then declared Resolution #23,128 duly passed and adopted.
- 54248 - Mayor Green announced that in accordance with the public notice of April 7, 2023, this was the time and place for a public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to signage for Civic/Institutional Uses in the Downtown Character District (CD-DT). It was then moved by Kruse and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54249 - 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. Planning & Community Services Manager Howard provided a 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.
- 54250 - It was moved by Kruse and seconded by Harding that Ordinance #3027, amending Chapter 26, Zoning, of the Code of Ordinances relative to signage for Civic/Institutional Uses in the Downtown Character District (CD-DT), be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Sires, Dunn. Nay: None. Motion carried.

Councilmember Ganfield present at 7:56 P.M. Council consensus was to continue with the remaining public hearings before returning to items #4 and #5.

- 54251 - Mayor Green announced that in accordance with the public notice of April 7, 2023, this was the time and place for a public hearing on the proposed rezoning from A-1, Agricultural District to R-1, Residence District approximately 3 acres of property located west of the Hudson Road & Ashworth Drive intersection, f/n/a 4919 Hudson Road. 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.
- 54252 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Weintraut provided a summary of the proposed rezoning. There being no one else present wishing to speak about the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 54253 - It was moved by Kruse and seconded by Harding that Ordinance #3028, amending the Zoning Map by removing approximately 3 acres of property located west of the Hudson Road & Ashworth Drive intersection, f/n/a 4919 Hudson Road from A-1, Agricultural District and placing the same in the R-1, Residence District, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
- 54254 - Mayor Green announced that in accordance with the public notice of April 7, 2023, this was the time and place for a public hearing on the proposed rezoning from A-1, Agricultural District to R-2, Residence District approximately 14.43 acres of property located north of Black Hawk Park Addition and west of Cypress Avenue. It was then moved by Kruse and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54255 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Pezley provided a summary of the proposed rezoning. There being no one else present wishing to speak about the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 54256 - It was moved by Kruse and seconded by Schultz that Ordinance #3029, amending the Zoning Map by removing approximately 14.43 acres of property located north of Black Hawk Park Addition and west of Cypress Avenue from A-1, Agricultural District and placing the same in the R-2, Residence District, be passed upon its first consideration. Following a question by Councilmember Ganfield, the Mayor put the question on the motion and upon call of the roll, the

following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

- 54257 - Mayor Green announced that in accordance with the public notice of April 7, 2023, this was the time and place for a public hearing to consider entering into a proposed Purchase, Sale and Development Agreement and Minimum Assessment Agreement; and to consider conveyance of city-owned real estate to CF Storage, LLC. It was then moved by Kruse and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried 6-1, with Sires abstaining.
- 54258 - The Mayor then asked if there were any written communications filed to the proposed conveyance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a summary of the conveyance. There being no one else present wishing to speak about the conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 54259- It was moved by Ganfield and seconded by Schultz that Resolution #23,127, approving and authorizing execution of a Purchase, Sale, and Development Agreement and Minimum Assessment Agreement, approving and authorizing execution of a Deed Without Warranty conveying certain city-owned real estate to CF Storage, LLC, be adopted. Following questions by Councilmembers deBuhr and Ganfield, comments by Mayor Green, and responses by Economic Development Coordinator Graham and Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Dunn. Nay: None. Abstain: Sires. Motion carried. The Mayor then declared Resolution #23,127 duly passed and adopted.
- 54260 - Mayor Green announced that in accordance with the public notice of April 5, 2023, this was the time and place for a public hearing on the proposed FY2024 Budget for the City of Cedar Falls. 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.
- 54261 - The Mayor then asked if there were any written communications filed to the proposed budget. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a summary of the budget process. There being no one else present wishing to speak about the budget, the Mayor declared the hearing closed and passed to the next order of business.
- 54262- It was moved by Ganfield and seconded by Harding that Resolution #23,126, approving and adopting the FY2024 Budget for the City of Cedar Falls, be adopted. Following questions and comments by Councilmembers Harding and Kruse, and responses by Finance & Business Operations Director Rodenbeck, it was moved by Kruse and seconded by Sires to amend the budget to use \$105,000 of excess hotel/motel revenue in FY23 to lower the tax rate of FY24 to

\$11.40. Director Rodenbeck commented. Following questions and comments by Councilmembers Kruse, Dunn, Harding and Sires, and Mayor Green, and responses by Rodenbeck, it was moved by Sires to amend the motion to move excess savings to general funds for property tax relief. Director Rodenbeck and Mayor Green commented. The motion by Sires failed for lack of a second. Following a question by Ganfield and responses by Rodenbeck and City Administrator Gaines, it was moved by Kruse to call the question on the original amendment. Following comments by Rodenbeck and Councilmembers Kruse, deBuhr and Schultz, the motion to amend carried 6-1, with Dunn voting Nay. Following additional questions by Councilmembers Kruse, Harding and Ganfield, and responses by Rodenbeck, the Mayor put the question on the original motion as amended and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Dunn. Nay: Sires. Motion carried. The Mayor then declared Resolution #23,126 duly passed and adopted.

54263 - It was moved by deBuhr and seconded by Ganfield that Ordinance #3025, amending Chapter 26, Zoning, of the Code of Ordinances relative to establishing procedures for Planning & Zoning Commission review and City Council approval of site plans in the Downtown Character District (CD-DT), be passed upon its 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: Kruse, deBuhr, Ganfield, Sires. Nay: Schultz, Harding, Dunn. Motion failed due to 5 aye votes being required.

54264 - It was moved by Kruse and seconded by Dunn that Ordinance #3026, amending Chapter 26, Zoning, of the Code of Ordinances relative to conditional use for adaptive reuse of defunct institutional buildings, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: Schultz. Motion carried.

54265 - It was moved by Ganfield and seconded by Dunn that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of April 3, 2023 relative to the following items:

- a) "Low Mow May" Presentation.
- b) FY2024 Budget Presentation.

Approve a proclamation recognizing May 2023 as National Bike Month, May 3, 2023 as Bike to School Day, May 15-21, 2023 as Bike to Work Week, and May 17, 2023 as National Ride in Silence Day.

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

- a) MaryJane McCollum, Board of Rental Housing Appeals, term ending 05/01/2027.
- b) Bruce Wingert, Board of Rental Housing Appeals, term ending 05/01/2027.

Approve an Order Accepting Acknowledgment/Settlement Agreement with BSE, Inc., d/b/a Prime Mart, 2323 Main Street, for a first tobacco violation.

Approve the following applications for retail alcohol licenses:

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

Motion carried unanimously.

54266 - It was moved by Kruse and seconded by Ganfield that the following resolutions be introduced and adopted:

Resolution #23,129, rescheduling the regularly scheduled City Council meeting of July 3, 2023 to July 17, 2023.

Resolution #23,130, approving and authorizing execution of a contract for West Proflex with West Publishing Corporation relative to legal research service conducted by the City Attorney.

Resolution #23,131, approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 2.35 acres of property located at 2603 South Union Road relative to expansion of the West Viking Road Industrial Park.

Resolution #23,132, approving and authorizing execution of a First Amendment to the Service/Product Agreement for Federally Funded Project with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services for activities relative to FY2023 (FFY2022) Community Development Block Grant (CDBG) and HOME funding project delivery.

Resolution #23,133, approving the Gateway Business Park Lot 2 Minor Subdivision Plat, a replat of Lot 2 of Gateway Business Park at Cedar Falls 1.

Resolution #23,134, approving and authorizing expenditure of funds for the purchase of a cutter for the Cedar Heights Lift Station.

Resolution #23,135, approving and authorizing execution of a contract with Quality Striping, Inc. relative to 2023 pavement marking services.

Resolution #23,136, approving and authorizing expenditure of funds for the purchase of a Street Paint Line Striping Unit for the Traffic Operations Section.

Resolution #23,137, approving and authorizing execution of a Service/Product Agreement with Lehman Trucking & Excavating Inc. for demolition of structures relative to the Main Street Reconstruction project.

Resolution #23,138, approving and accepting a Warranty Deed, in conjunction with the Main Street Reconstruction Project.

Resolution #23,139, receiving and filing, and rejecting the only bid received for the North Cedar Heights Area Reconstruction Project - Phase 1.

Resolution #23,140, approving the Certificate of Completion and accepting the work of Owen Contracting, Inc. for the Cyber Lane Extension Project.

Resolution #23,141, receiving and filing, and setting May 1, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project - Phase 1A.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,129 through #23,141 duly passed and adopted.

54267 - It was moved by Sires and seconded by deBuhr that the bills and claims of April 17, 2023 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

54268 - Councilmember Dunn commented on the success of the Career Fair and thanked staff for their participation.

Councilmember deBuhr asked about extending the reduced-price leaf pickup into May. City Attorney Rogers responded this would require an amendment to the fee schedule by a resolution.

Councilmember Sires commented that he was contacted by a citizen who would like to donate two Australian Labradoodles to the city as service dogs.

Mayor Green announced the ribbon cutting and open house for City Hall on May 15th, from 4-6 P.M. He also reminded citizens of Earth Week activities.

54269 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 8:45 P.M. Motion carried unanimously.

Kim Kerr, CMC, Administrative Supervisor



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Inspection Services Division

TO: Honorable Mayor Robert Green & City Council

FROM: Jamie Castle, AIA
 Building Official

DATE: May 1, 2023

SUBJECT: Condemnation Hearing for 1312 Clay Street

On March 4, 2023 the Condemnation Committee, selected by Mayor Green, inspected 1312 Clay Street as per City Code Ordinance 7-20(15) IBC 115.3 *Procedure for Condemnation and Removal*. Per the ordinance, the Mayor shall appoint three council members to inspect along with the building official, fire chief, and county health officer and report their findings to the City Council. If the Committee reports the building is unsafe or dangerous the matter shall be set down for hearing at the next regular meeting of the Council.

The appointed Committee consisted of Council members Kelly Dunn, Gil Shultz, and Simon Harding as well as Building Official Jamie Castle, acting Fire Chief John Zolondek, Code Enforcement Officer Adam Spray, and County Health Officers Jared Parameter and Eric Heinen. The owner of the property was not on site at the time of the inspection. The Committee entered the property by use of an Administrative Warrant.

Notice to the property owner was completed per Section 7-20(15). Since it could not be directly served to the property owner, it was mailed to their last known address and posted in the newspaper twice, 10 days prior to the hearing.

Nuisance history of 1312 Clay Street:

- 2009 – Rear porch in disrepair and unsafe. Porch removed in 2011 without proper reinstallation of rear egress.
- 2014 – Exterior maintenance. Painting, broken siding, window casing – not resolved.
- 2020 through 2021 – Illegal Storage and Debris. Owner was in contact with the city and removed some items but issues remain.

- 2023 – February – Law enforcement summoned to property by Cedar Falls Utilities as they detected unusually high-water usage. At this visit, it was found that there was a broken pipe which flooded the basement. It was also found that the property was filled with items blocking doors. Rodents were observed on the property. It appeared that the homeowner was not currently occupying the home.

Results of Condemnation Inspection:

Exterior:

- Exterior finish in disrepair.
 - Windows, doors, and screens are broken and/or torn. Violation of §15-2(31)(f)
 - Siding is damaged and patched with dissimilar materials. Violation of §15-2(31)(c,d)
- Rear porch was removed without reinstalling any form of landing or code compliant stairs. Violation of §15-2(22) and IRC R311.3
- Exterior storage of tires, appliances, and other items. Violation of §15-2(22)

Interior:

- Basement affected by broken pipe. Basement continues to be damp. Due to the excessive water the basement is full of visible mold, standing water in open containers. Violation of §15-2(24)
- The home is insanitary. Violation of §7-20(15)
 - There are piles throughout the building. It is unknown the items within these piles, but the home had a mold and trash smell throughout.
 - Utilities have been disconnected to this property. Violation of IRC 306.4, UPC 102.3, UPC 601.2.1
 - It was evident there were rodents in all portions of the home.
- The home is unsafe. Violation of §7-20(15)
 - The home is full of debris with no clear path of egress to any door within the home. Piles of trash and debris cover the floors making the doors difficult to open and the walking path unlevel and unsafe. Violation of IRC R311.1
 - All stairs had trash and other debris on them making them unsafe for use. Violation of IRC R311.7
 - Several of the rooms were inaccessible due to the debris blocking the path and use of doors. Violation of IRC R311.1
 - Kitchen was not accessible to verify condition.

1312 Clay Street Photos:





Staff wishes to note that due to the history of violations with this property, the uninhabitable condition (due to lack of utilities, water damage, and fire hazard), and the building's potential structural issues due to neglect of protective systems, it is doubtful the property can be properly rehabilitated. Demolition may be needed.

Recommendation:

The Department of Community Development recommends the following:

1. City Council declare the property a nuisance.
2. City Council order abatement of the nuisance. The nuisance must be either completely abated or a viable plan of action with a detailed schedule for completion of the abatement must be submitted to the Building Official by 4:00 PM May 15, 2023. The Building Official will be granted authority to reinspect the property after 4:00 PM on May 15, 2023 to determine compliance if a viable plan of action was not submitted. If a viable plan is submitted and approved, the building official will also be granted the authority to periodically reinspect the property to ensure the plan is being met as submitted. A reinspection fee of \$75 shall be assessed for every inspection after the initial inspection to ensure compliance.
 - a. A viable plan requires:
 - i. All work to be complete by July 15, 2023.
 - ii. The work to be complete includes all trash and debris is removed from the interior and exterior of the home, house is clean and sanitized, mold is remediated, exterior is properly repaired and meets city ordinances, damaged waterlines repaired by a licensed plumber, and utilities are restored (this will include any required inspections to reconnect the gas).
3. If the owner fails to either submit a viable plan of action or abate the nuisance by May 15, 2023, the Building Official is hereby directed to do whatever may be necessary to remove such nuisance by demolition or removal of the home, and to levy the cost of such abatement as a lien upon the above-described real estate, to be collected in the same manner as property taxes.
4. If the owner fails to meet the plan by July 15, 2023, the Building Official is hereby directed to do whatever may be necessary to remove such nuisance by demolition or removal of the home, and to levy the cost of such abatement as a lien upon the above-described real estate, to be collected in the same manner as property taxes.

1312 Clay Street

Community Development Department

Public Hearing

May 1, 2023



Condemnation Committee

March 4, 2023 Condemnation Committee inspected 1312 Clay Street by use of Administrative Warrant.

Committee Members:

Councilmember Kelly Dunn

Councilmember Gil Schultz

Councilmember Simon Harding

Building Official Jamie Castle

Acting Fire Chief John Zolondek

County Health Officers Eric Heinen and Jared Parameter

Code Enforcement Officer Adam Spray



Nuisance History

Past History:

- 2009 Disrepair of back porch. Porch removed in 2011 without proper reinstallation of rear egress.
- 2014 Exterior maintenance.
- 2020 and 2021 Illegal storage and debris.

Nuisance History

Concerns resulting in Condemnation Committee:

- February 17, 2023 – Law enforcement summoned to property by Cedar Falls Utilities as they detected an unusually high-water usage.
 - Found property was vacant. Pipe had burst – flooding basement. Hoarding was discovered.
 - Public Safety provided body cam footage to Inspections Services leading to the call for a Condemnation Committee.

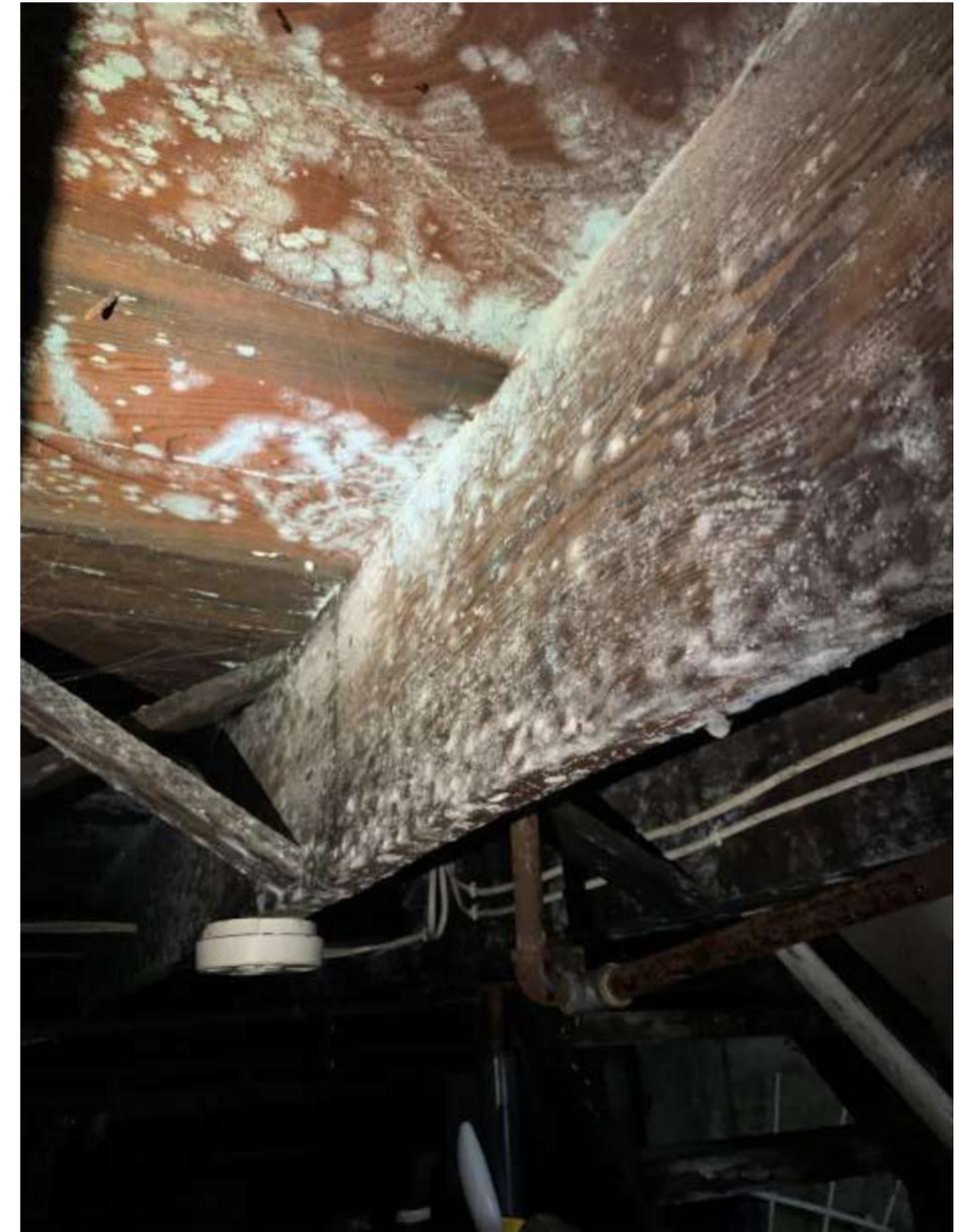
Violations Found



Violations Found



Violations Found



Violations Found



Violations Found



Staff Recommendation

- City Council declare the property a nuisance.
- City Council order abatement of the nuisance. By 4:00 pm on May 15, 2023:
 - Completely abated or
 - Viable plan of action with a detailed schedule for completion of the abatement is submitted.
- If the owner fails to complete either option, Building Official is directed to remove, correct or abate the nuisance by demolition or removal. All costs to be covered by the property owner.

Staff Recommendation

- A viable plan shall include – all work completed by July 15, 2023:
 - All trash and debris removed from the home and yard,
 - House is clean and sanitized,
 - Rodents removed,
 - Mold abatement specialist utilized to clean basement,
 - 3rd party inspection to review structural integrity of home,
 - Exterior maintenance completed (painting, window repair),
 - Approved egress added to rear door where porch removed, and
 - Utilities are restored.
- If the owner fails to complete either option, Building Official is directed to remove, correct or abate the nuisance by demolition or removal. All costs to be covered by the property owner.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: April 24, 2023

SUBJECT: North Cedar Heights Area Reconstruction Project Phase 1A
City Project Number: CP-197-3244
Public Hearing

This project will reconstruct West Ridgewood Drive from (and including part of) Greenwood Avenue to Cherry Lane. Work includes reconstruction of water main, storm and sanitary sewers, slope repairs, installation of new 8" subdrain, asphalt pavement with concrete curb and/or edging, and concrete intersections.

The total estimated cost for the construction of this project is \$3,387,259.70. The project will be funded by Local Option Sales Tax, Street Construction Fund, Sanitary Sewer Rental Fund, and General Obligation Bond.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the revised North Cedar Heights Area Reconstruction Project Phase 1A.

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

Engineer's Estimate of Costs

North Cedar Heights Area Reconstruction Project Phase 1A
 Cedar Falls Project No.: RC-092-3271
 AECOM Project No.: 60672593
 4/10/2023

Item No.	Item Code	Item Description	Unit	Estimated Quantities				Engineer's Estimate	Estimated Costs				
				Division 1	Division 2	Division 3	Total		Division 1	Division 2	Division 3	Total	
1	2010-108A	CLEARING AND GRUBBING	UNIT	142.7			142.7	\$ 160.00	\$ 22,832.00	\$ -	\$ -	\$ -	\$ 22,832.00
2	2010-108B	CLEARING AND GRUBBING	AC	0.3			0.3	\$ 70,000.00	\$ 21,000.00	\$ -	\$ -	\$ -	\$ 21,000.00
3	2010-108B	GRUBBING (BY AREA)	AC	1			1	\$ 49,500.00	\$ 49,500.00	\$ -	\$ -	\$ -	\$ 49,500.00
4	2010-108D	TOPSOIL, CONTRACTOR PROVIDED	CY	534			534	\$ 32.50	\$ 17,355.00	\$ -	\$ -	\$ -	\$ 17,355.00
5	2010-108D	TOPSOIL, CONTRACTOR PROVIDED, SLOPE REPAIR	CY	1050			1050	\$ 32.50	\$ 34,125.00	\$ -	\$ -	\$ -	\$ 34,125.00
6	2010-108E	EXCAVATION, CLASS 10, WASTE	CY	1764			1764	\$ 17.50	\$ 30,870.00	\$ -	\$ -	\$ -	\$ 30,870.00
7	2010-108E	EXCAVATION, CLASS 10, SLOPE REPAIR	CY	4395			4395	\$ 14.00	\$ 61,530.00	\$ -	\$ -	\$ -	\$ 61,530.00
8	2010-108E	EXCAVATION, CLASS 10, BORROW, SLOPE REPAIR	CY	7978			7978	\$ 23.00	\$ 183,494.00	\$ -	\$ -	\$ -	\$ 183,494.00
9	2010-108E	EXCAVATION, CLASS 10, WASTE, SLOPE REPAIR	CY	1565			1565	\$ 18.50	\$ 28,952.50	\$ -	\$ -	\$ -	\$ 28,952.50
10	2010-108E	EXCAVATION, CLASS 13	CY	10			10	\$ 125.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00
11	2010-108G	SUBGRADE PREPARATION, 12 IN.	SY	3889			3889	\$ 2.15	\$ 8,361.35	\$ -	\$ -	\$ -	\$ 8,361.35
12	2010-108I	SUBGRADE TREATMENT, GEOGRID	SY	100			100	\$ 8.00	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00
13	2010-108J	SUBBASE, MODIFIED 6 IN.	SY	203			203	\$ 22.00	\$ 4,466.00	\$ -	\$ -	\$ -	\$ 4,466.00
14	2010-108J	SUBBASE, MODIFIED 12 IN.	SY	4333			4333	\$ 18.00	\$ 77,994.00	\$ -	\$ -	\$ -	\$ 77,994.00
15	3010-108D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TON	100			100	\$ 35.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
16	2501-8400172	TEMPORARY SHORING	LS			1	1	\$ 600,000.00	\$ -	\$ -	\$ -	\$ 600,000.00	\$ 600,000.00
17	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF			1166	1166	\$ 165.00	\$ -	\$ -	\$ -	\$ 192,390.00	\$ 192,390.00
18	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 8 IN.	LF			206	206	\$ 175.00	\$ -	\$ -	\$ 36,050.00	\$ 36,050.00	\$ 36,050.00
19	4010-108E	SANITARY SEWER SERVICE	LF			141	141	\$ 165.00	\$ -	\$ -	\$ 23,265.00	\$ 23,265.00	\$ 23,265.00
20	4010-108	SANITARY SEWER PIPE INSULATION	LF			104	104	\$ 30.00	\$ -	\$ -	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00
21	4010-108H	REMOVAL OF SANITARY SEWER	LF		975		975	\$ 23.50	\$ 22,912.50	\$ -	\$ -	\$ -	\$ 22,912.50
22	4010-108I	SANITARY SEWER CLEAN OUT	EACH			1	1	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
23	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF			221	221	\$ 115.00	\$ 25,415.00	\$ -	\$ -	\$ -	\$ 25,415.00
24	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF			175	175	\$ 125.00	\$ 21,875.00	\$ -	\$ -	\$ -	\$ 21,875.00
25	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF			108	108	\$ 230.00	\$ 24,840.00	\$ -	\$ -	\$ -	\$ 24,840.00
26	4020-108D	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF			122	122	\$ 25.00	\$ 3,050.00	\$ -	\$ -	\$ -	\$ 3,050.00
27	4030-108B	18" RCP APRON 4030.222	EACH			1	1	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
28	4030-108B	24" RCP APRON 4030.222	EACH			4	4	\$ 1,700.00	\$ 6,800.00	\$ -	\$ -	\$ -	\$ 6,800.00
29	4030-108C	RCP APRON FOOTINGS 4030.221	EACH			5	5	\$ 1,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00
30	4040-108A	SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.	LF		1764.5		1764.5	\$ 18.50	\$ 32,643.25	\$ -	\$ -	\$ -	\$ 32,643.25
31	4040-108A	SUBDRAIN, 6 IN. DIA. DR-303, TYPE 11	LF		995.7		995.7	\$ 17.00	\$ 16,926.90	\$ -	\$ -	\$ -	\$ 16,926.90
32	CFD.01	SUBDRAIN OUTLETS, CFD.01	EACH			14	14	\$ 600.00	\$ 8,400.00	\$ -	\$ -	\$ -	\$ 8,400.00
33	4040-108D	SUBDRAIN OUTLETS, 4040.233	EACH			1	1	\$ 650.00	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00
34	4040-108E	SUBDRAIN TAP, 6"	EACH			14	14	\$ 650.00	\$ 9,100.00	\$ -	\$ -	\$ -	\$ 9,100.00
35	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF		1902.68		1902.68	\$ 145.00	\$ -	\$ 275,888.60	\$ -	\$ -	\$ 275,888.60
36	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6 IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF		5		5	\$ 325.00	\$ -	\$ 1,625.00	\$ -	\$ -	\$ 1,625.00
37	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF		14		14	\$ 150.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ 2,100.00
38	5010-108C	FITTINGS BY WEIGHT, DUCTILE IRON	LBS		3279.3		3279.3	\$ 25.00	\$ -	\$ 81,982.50	\$ -	\$ -	\$ 81,982.50
39	5010-108E	WATER SERVICE, 1 IN	LF		192		192	\$ 155.00	\$ -	\$ 29,760.00	\$ -	\$ -	\$ 29,760.00
40	5010-108F	WATERMAIN ABANDONMENT, CAP	EACH		10		10	\$ 1,350.00	\$ -	\$ 13,500.00	\$ -	\$ -	\$ 13,500.00
41	5010-108H	WATERMAIN REMOVAL	LF		60		60	\$ 20.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
42	5020-108A	VALVE, GATE, DIP, 8 IN.	EACH		8		8	\$ 3,600.00	\$ -	\$ 28,800.00	\$ -	\$ -	\$ 28,800.00
43	5020-108C	FIRE HYDRANT ASSEMBLY	EACH		4		4	\$ 9,300.00	\$ -	\$ 37,200.00	\$ -	\$ -	\$ 37,200.00
44	5020-108J	HYDRANT ASSEMBLY, REMOVAL	EACH		3		3	\$ 1,700.00	\$ -	\$ 5,100.00	\$ -	\$ -	\$ 5,100.00
45	6010-108A	MANHOLE, 6010.301, 48 IN.	EACH		8		8	\$ 11,000.00	\$ -	\$ 88,000.00	\$ -	\$ -	\$ 88,000.00
46	6010-108A	MANHOLE, 6010.301, 60 IN.	EACH		2		2	\$ 25,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
47	6010-108A	MANHOLE, 6010.301, 72 IN.	EACH		1		1	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
48	6010-108A	MANHOLE, 6010.401, 48 IN.	EACH		1		1	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00
49	6010-108A	MANHOLE, 6010.401, 60 IN.	EACH		1		1	\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ -	\$ 9,500.00
50	6010-108B	INTAKE, 6010.505	EACH		5		5	\$ 11,500.00	\$ 57,500.00	\$ -	\$ -	\$ -	\$ 57,500.00
51	6010-108B	INTAKE, 6010.510	EACH		1		1	\$ 17,600.00	\$ 17,600.00	\$ -	\$ -	\$ -	\$ 17,600.00
52	6010-108C	DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL	EACH		2		2	\$ 7,800.00	\$ -	\$ -	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00
53	6010-108H	REMOVALS, MANHOLE OR INTAKE	EACH		1		1	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 9,800.00	\$ 11,200.00	\$ 11,200.00
54	7010-108A	PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.	SY		581		581	\$ 100.00	\$ 58,100.00	\$ -	\$ -	\$ -	\$ 58,100.00
55	7010-108E	CURB AND GUTTER, SLOPED, 4 IN.	LF		1280		1280	\$ 43.50	\$ 55,680.00	\$ -	\$ -	\$ -	\$ 55,680.00
56	7010-108E	CURB AND GUTTER, DROPPED, 4 IN.	LF		1715		1715	\$ 42.00	\$ 72,030.00	\$ -	\$ -	\$ -	\$ 72,030.00
57	2304-0101000	TEMPORARY PAVEMENT, 6" PCC	SY		126		126	\$ 74.00	\$ 9,324.00	\$ -	\$ -	\$ -	\$ 9,324.00
58	7020-108B	7" HMA ST	SY		2166.7		2166.7	\$ 75.00	\$ 162,502.50	\$ -	\$ -	\$ -	\$ 162,502.50
59	7030-108A	REMOVAL OF DRIVEWAY	SY		196.7		196.7	\$ 12.00	\$ 2,360.40	\$ -	\$ -	\$ -	\$ 2,360.40
60	7030-108H	DRIVEWAYS, PCC, 6 IN.	SY		196.7		196.7	\$ 90.00	\$ 17,703.00	\$ -	\$ -	\$ -	\$ 17,703.00
61	7030-108H	CLASS A ROADSTONE	TON		21.2		21.2	\$ 80.00	\$ 1,696.00	\$ -	\$ -	\$ -	\$ 1,696.00
62	7040-108H	REMOVAL OF PAVEMENT	SY		3116.2		3116.2	\$ 11.00	\$ 34,278.20	\$ -	\$ -	\$ -	\$ 34,278.20
63	2505-4008120	REMOVAL OF GUARDRAIL	LF		76		76	\$ 15.00	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 1,140.00
64	8030-108A	TRAFFIC CONTROL	LS		1		1	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00
65	2401-6745765	LIGHT POLES, REMOVE	EACH		1		1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
66	2523-0000100	MAST ARM	EACH		2		2	\$ 4,500.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00
67	2523-0000200	ELECTRICAL CIRCUITS	LF		35		35	\$ 50.00	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00
68	2528-2518000	SAFETY CLOSURE	EACH		10		10	\$ 200.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
69	8040-108B	TYPE A SIGNS, SHEET ALUMINUM	SF		45.5		45.5	\$ 32.00	\$ 1,456.00	\$ -	\$ -	\$ -	\$ 1,456.00
70	8040-108D	PERFORATED SQUARE STEEL TUBE POSTS	LF		50		50	\$ 30.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
71	8040-108G	PERFORATED SQUARE STEEL TUBE ANCHOR	EACH		5		5	\$ 150.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
72	8040-108I	REMOVE & REINSTALL OF TYPE A SIGN ASSEMBLY	EACH		4		4	\$ 225.00	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00
73	2524-6765210	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH		1		1	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00
74	9010-108D	WATERING	MGAL		50		50	\$ 135.00	\$ 6,750.00	\$ -	\$ -	\$ -	\$ 6,750.00
75	9010-108B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRO-SEEDING, TYPE 4	ACRE		1.2		1.2	\$ 3,650.00	\$ 4,380.00	\$ -	\$ -	\$ -	\$ 4,380.00
76	9010-108B	SEEDING, AND MULCHING FOR HYDRAULIC SEEDING, WILDFLOWER SEED	ACRE		1.2		1.2	\$ 9,750.00	\$ 11,700.00	\$ -	\$ -	\$ -	\$ 11,700.00
77	9020-108A	SOD	SQ		109		109	\$ 95.00	\$ 10,355.00	\$ -	\$ -	\$ -	\$ 10,355.00
78	9040-108E	TEMPORARY RECP, TYPE 3B	SY		5949		5949	\$ 1.40	\$ 8,328.60	\$ -	\$ -	\$ -	\$ 8,328.60
79	9040-108F	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF		3159		3159	\$ 2.25	\$ 7,107.75	\$ -	\$ -	\$ -	\$ 7,107.75
80	9040-108F	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF		3159		3159	\$ 1.00	\$ 3,159.00	\$ -	\$ -	\$ -	\$ 3,159.00
81	9040-108J	RETVEMENT, CLASS E RIP RAP APRON (& ENG.											

87	9040-108T	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	9		9	\$ 50.00	\$ 450.00	\$ -	\$ -	\$ 450.00
88	9070	REMOVAL OF EXISTING LANDSCAPING	LS	1		1	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
89	9070	REMOVE AND REINSTALL RETAINING WALL, AS PER PLAN	SF	184		184	\$ 250.00	\$ 46,000.00	\$ -	\$ -	\$ 46,000.00
90	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	8		8	\$ 25.00	\$ 200.00	\$ -	\$ -	\$ 200.00
91	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1		1	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 50.00
92	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1		1	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 50.00
93	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EA	12		12	\$ 185.00	\$ 2,220.00	\$ -	\$ -	\$ 2,220.00
94	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EA	12		12	\$ 50.00	\$ 600.00	\$ -	\$ -	\$ 600.00
95	2602-0000550	REMOVAL OR GRATE INTAKE SEDIMENT FILTER BAG	EA	12		12	\$ 50.00	\$ 600.00	\$ -	\$ -	\$ 600.00
96	11020-108A	MOBILIZATION	LS	1		1	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
97	11030-108A	MAILBOX, REMOVE AND REINSTALL	EA	12		12	\$ 485.00	\$ 5,820.00	\$ -	\$ -	\$ 5,820.00
98	11050-108A	CONCRETE WASHOUT	LS	1		1	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00

Division 1- Roadway
 Division 2 - CFU Water Main
 Division 3 - Sanitary Sewer

Division 1	Division 2	Division 3	Total
\$ 1,676,071.95	\$ 477,156.10	\$ 1,072,725.00	\$ 3,225,953.05
		Contingency (5%)	\$ 161,297.65
		Engineer's Estimate of Construction Costs	\$ 3,387,250.70



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

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

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

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

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

BACKGROUND

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

ANALYSIS

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

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

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

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

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

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

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

PROPOSED TEXT AMENDMENT

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

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

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

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

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

RECOMMENDATION

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

PLANNING & ZONING COMMISSION DISCUSSION

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

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

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

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

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

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

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

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

Public
Hearing
3/8/2023

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 3026

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

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

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

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

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

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

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

INTRODUCED: _____ April 3, 2023
PASSED 1ST CONSIDERATION: _____ April 3, 2023
PASSED 2ND CONSIDERATION: _____ April 17, 2023
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

ATTEST: _____ Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

DEPARTMENT OF COMMUNITY DEVELOPMENT



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

MEMORANDUM Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: April 17, 2023
SUBJECT: Zoning Code Text Amendment – Signs for Civic/Institutional Uses in Downtown Character District (TA23-001)

Background

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

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

Analysis

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

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

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

Discussion of Solutions

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

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

2. Applicability

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

RECOMMENDATION:

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

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

PLANNING & ZONING COMMISSION MINUTES

Discussion 2/8/2023

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

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

Discussion 3/22/2023

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

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

ORDINANCE NO. 3027

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

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

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

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

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

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

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

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

2. Applicability.

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

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

INTRODUCED: _____ April 17, 2023 _____

PASSED 1ST CONSIDERATION: _____ April 17, 2023 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

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

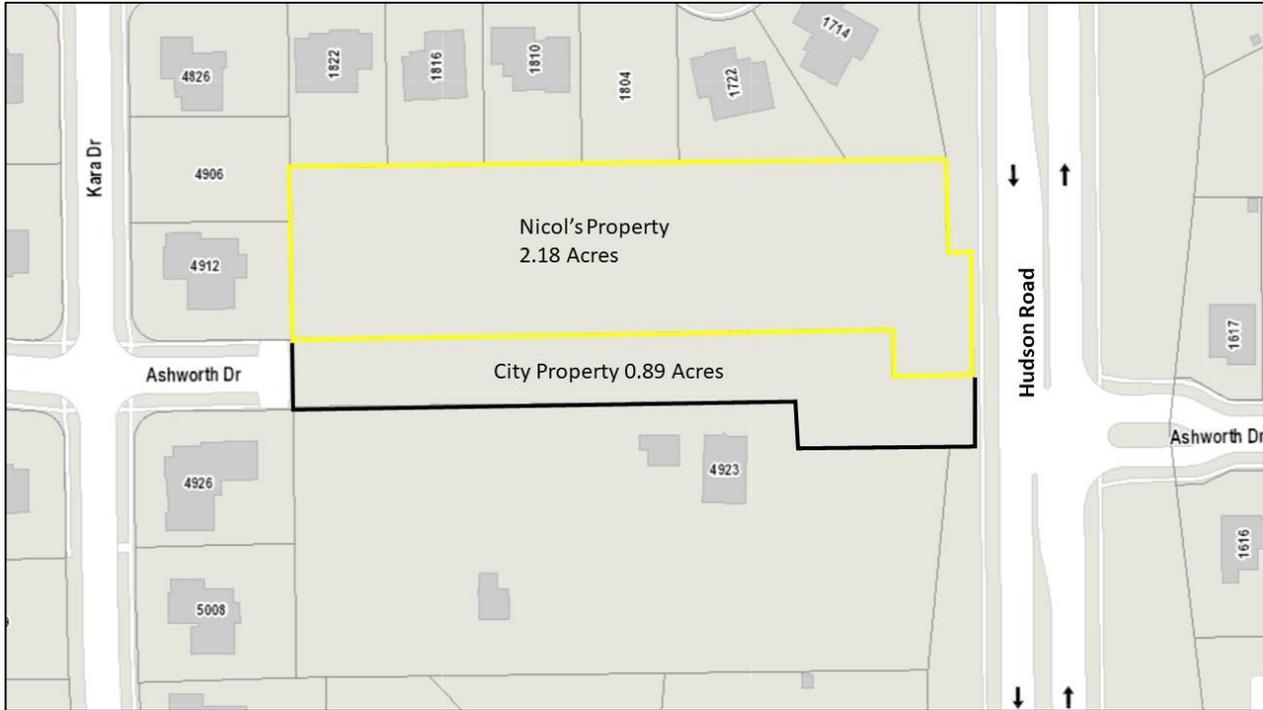
REQUEST: Rezone property from A-1 Agriculture District to R-1: Residence District.
PETITIONER: David Nicol; **OWNER(S):** David and Tamara Nicol, The City of Cedar Falls
LOCATION: Formerly 4919 Hudson Road

PROPOSAL

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

BACKGROUND

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



ANALYSIS

CURRENT ZONING

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

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

PROPOSED ZONING

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

COMPLIANCE WITH THE COMPREHENSIVE PLAN

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

ACCESS TO PUBLIC SERVICES

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

ACCESS TO ADEQUATE STREET NETWORK

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

PUBLIC NOTICE

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

TECHNICAL COMMENTS

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

STAFF RECOMMENDATION

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

PLANNING & ZONING COMMISSION

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

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

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

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

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

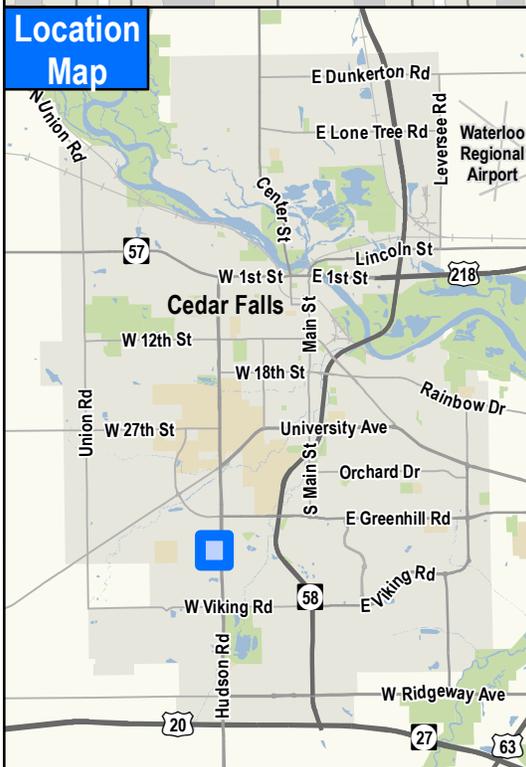
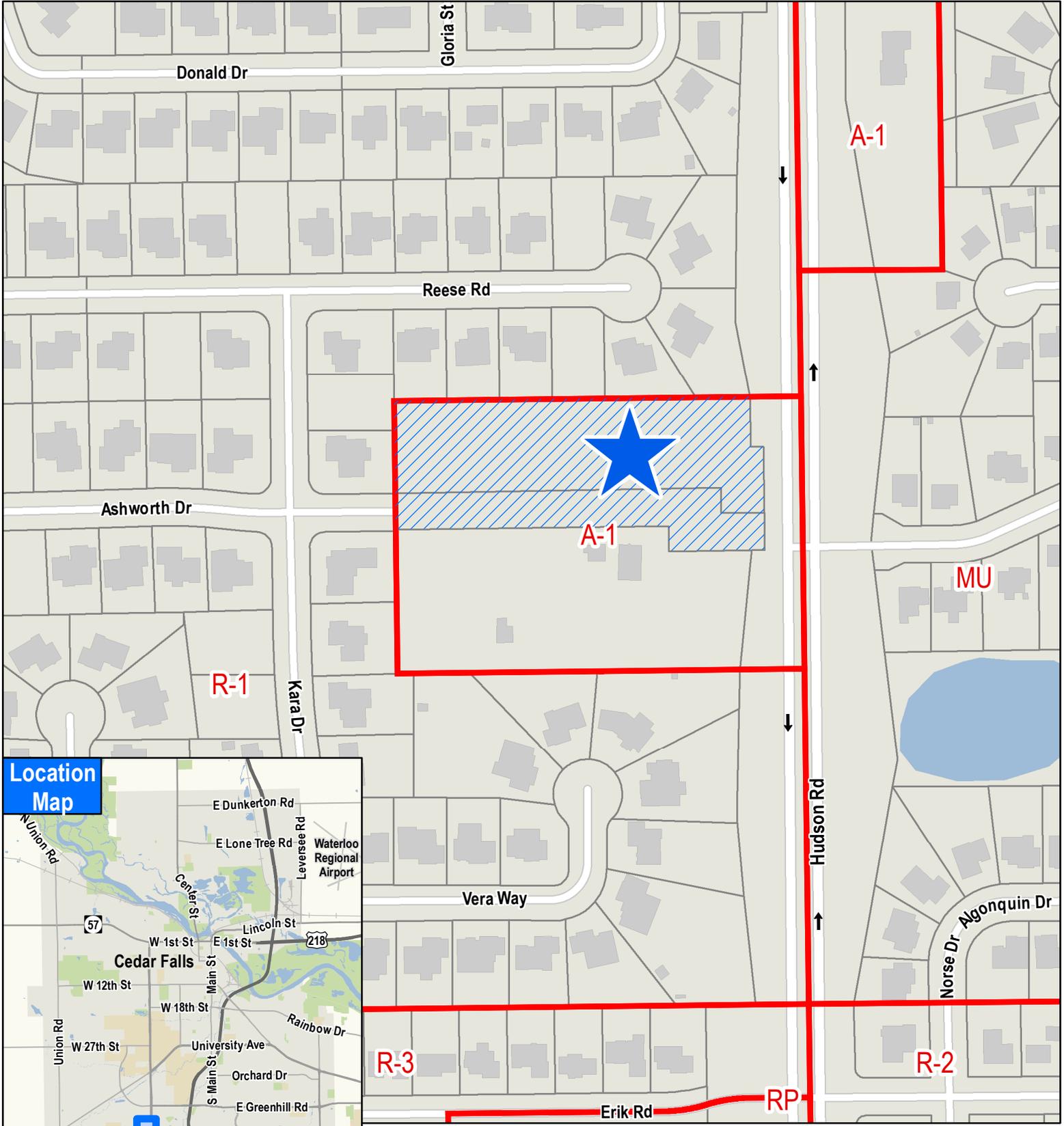
Ms. Crisman made a motion to approve the item. Ms. Moser seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Leeper, Lynch and Moser), 1 abstention (Larson) and 0 nays.

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

Cedar Falls Planning and Zoning Commission

March 8, 2023

Item 6.

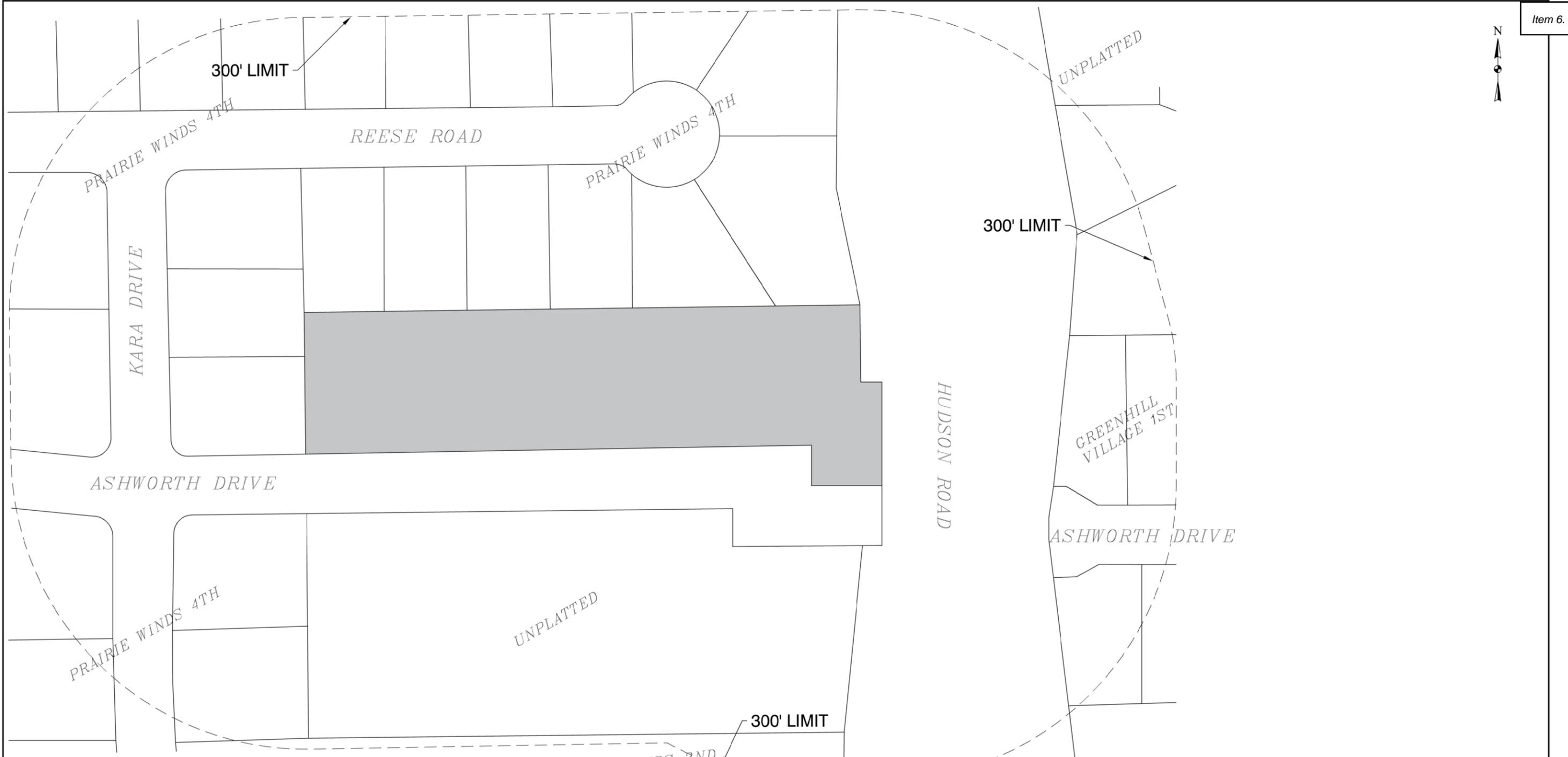


Rezoning from A-1 to R-1
Formerly 4919 Hudson Rd.
(RZ23-001)

Legal for Rezoning

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

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

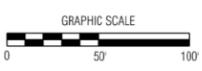


LEGAL DESCRIPTION:

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

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

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



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



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

ASHWORTH NORTH SUBDIVISION
 CEDAR FALLS, IOWA

REZONING EXHIBIT PLAT

PROJECT NO. 5885
 SHEET NO. EX.01

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

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

Item 6.

DESCRIPTION OF ACQUISITION (PARCEL C)

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

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

Containing 38,596 Square Feet or 0.87 Acre.

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

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

Item 6.

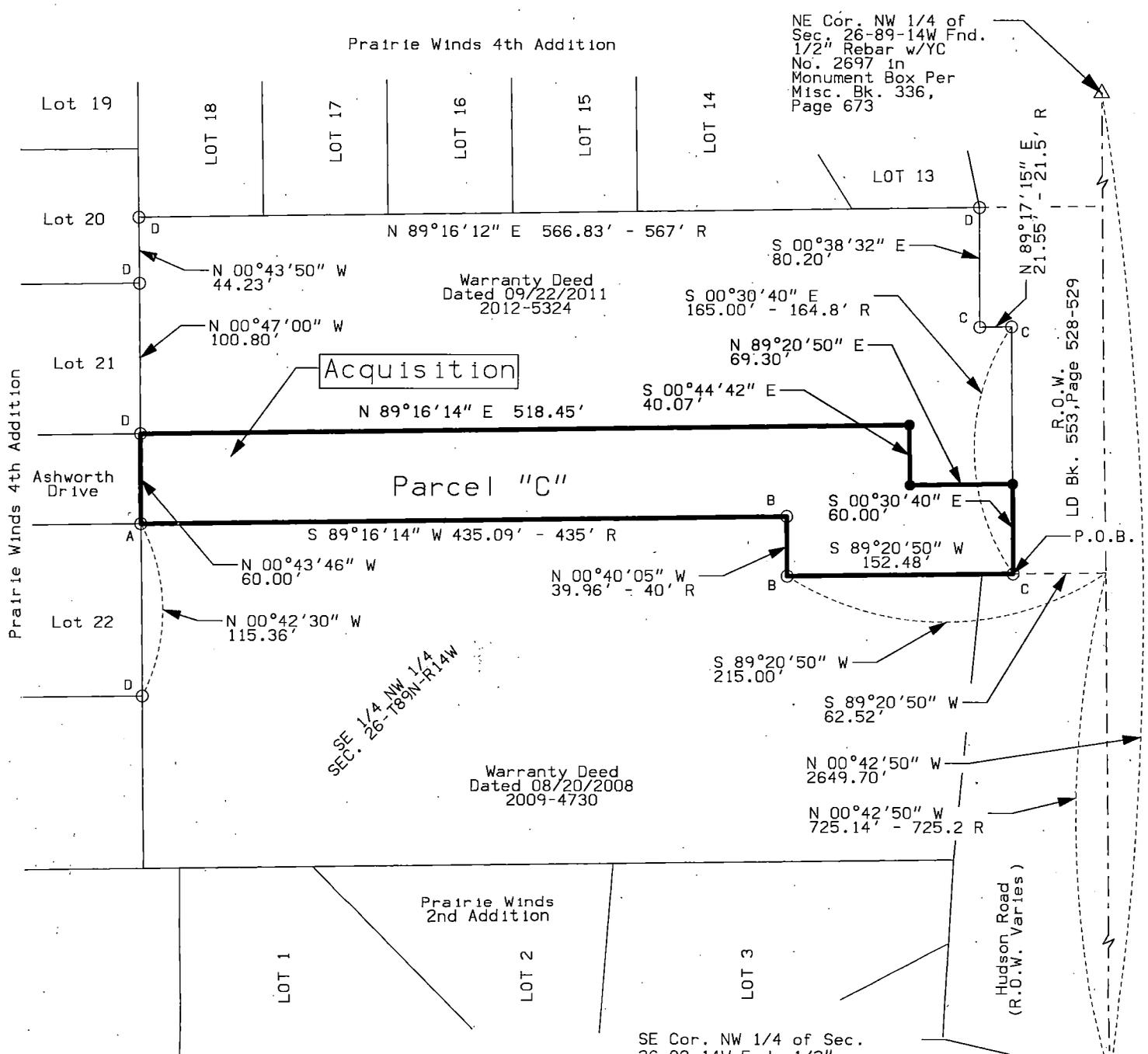
Index Legend	
Location:	Part of SE 1/4 of the NW 1/4, Sec. 26-T89N-R14W Cedar Falls, Black Hawk Co., Iowa
Requestor:	City of Cedar Falls
Proprietor:	David A. Nicol and Tamara M. Nicol
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return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

Reserved for County Recorder's Use

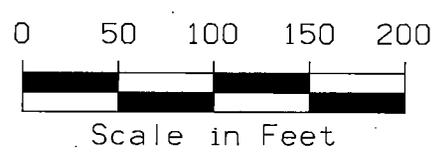
Parcel Letter "C" was assigned on 11/25/2020 by the Black Hawk County Auditor's Office

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

Acquisition - 38,596 Square Feet or 0.89 Acre



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



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



I hereby certify that this Land Surveying document was prepared by me, or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Michael R. Fagle 4-6-2022
MICHAEL R. FAGLE Date
License number 8505
My license renewal date is December 31,
Pages or sheets covered by this seal: 50
Sheets 1 and 2 of 2.



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

ORDINANCE NO. 3028

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

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

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

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

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

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

WHEREAS, Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa is incorporated into and made a part of said Ordinance by reference; and

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

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

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

Legal Description

Nicol Property:

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

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

And

City of Cedar Falls Property:

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

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

North 89°20'50" East, 69.30 feet to the presently established Westerly right-of-way line of Hudson Road; thence South 00°30'30" east, 60.00 feet along the presently established Westerly right-of-way line of Hudson Road to the Point of Beginning.

Containing 35,596 Square Feet or 0.87 Acre.

INTRODUCED: _____ April 17, 2023

PASSED 1ST CONSIDERATION: _____ April 17, 2023

PASSED 2ND CONSIDERATION: _____

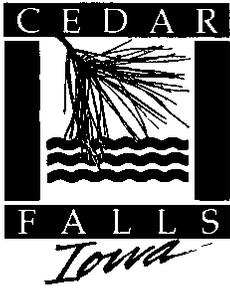
PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

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

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

PETITIONER: Jim Sands Construction LLC

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

PROPOSAL

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

BACKGROUND

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



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

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

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

ANALYSIS

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

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

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

The purpose of A-1 Agricultural District is to act as a "holding zone" in areas of the city that are undeveloped and not served by essential municipal services (i.e., sanitary sewer, water, roadways) but where future growth and development is anticipated according to the Comprehensive Plan. The purpose of R-2 Residential Zoning District is to provide opportunities for low density, detached and attached residential development in areas that are served by essential municipal services.

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

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



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

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

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

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

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

NOTICES

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

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

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

PLANNING AND ZONING COMMISSION RECOMMENDATION

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

PLANNING & ZONING COMMISSION

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

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

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

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

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

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

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

Public
Hearing
3/22/23

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

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

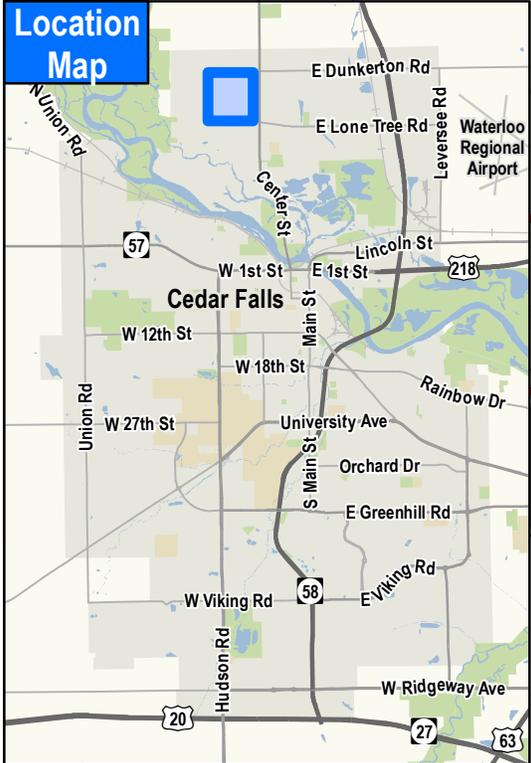
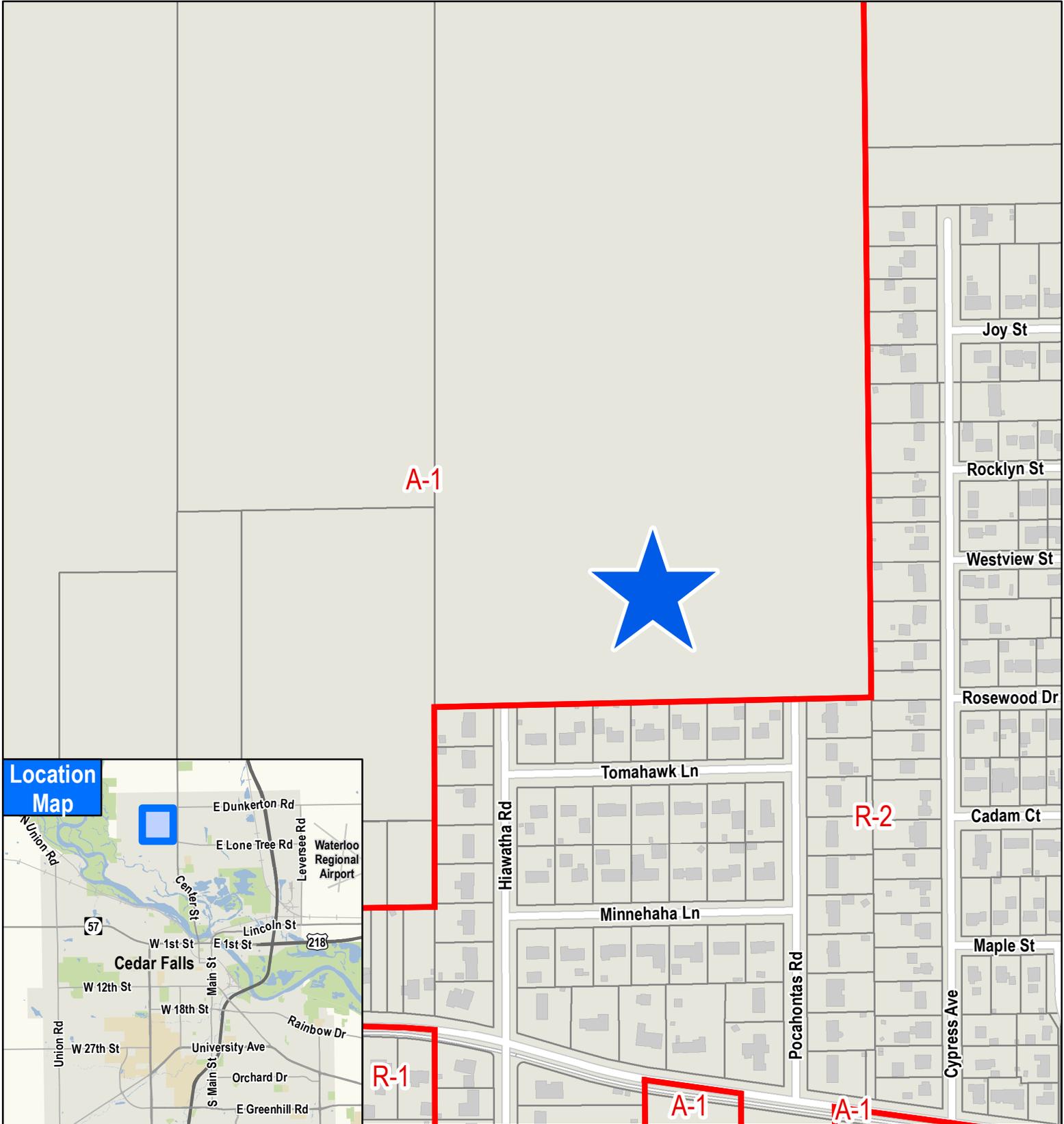
Mr. Leeper clarified that the current vote won't be about the water, just the zoning, but the Commission has heard the concerns about the water and will ensure that those concerns will be addressed at the next stage.

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

Cedar Falls Planning and Zoning Commission

March 8, 2023

Item 7.



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

Rezoning Plat

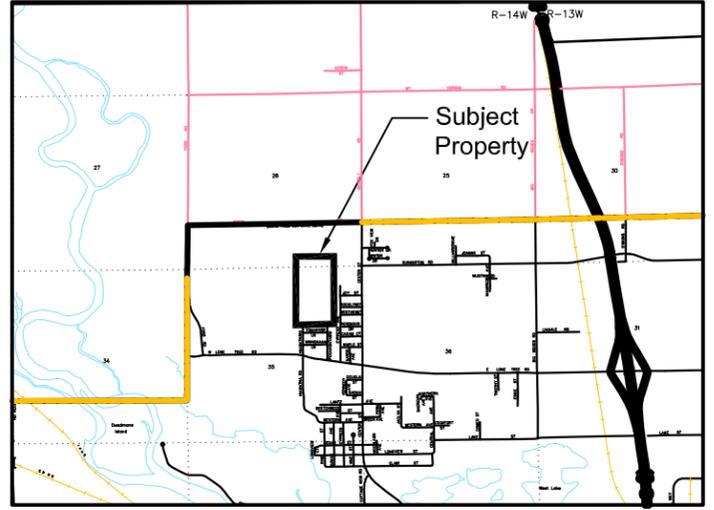
Part of the NE 1/4, Section 35-T90N-R14W
 Black Hawk County
 Cedar Falls, Iowa

Legal Description:

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

Notes:

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



228111

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



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

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

Michelle Pezley

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

Hi Lorraine,

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

Sincerely,

Michelle

Michelle Pezley, AICP
 Planner III
 City of Cedar Falls

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

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

To Members of the Cedar Falls Planning and Zoning Committee:

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

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

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

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

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

Respectfully,
Lorraine Ihnen

Cedar Falls

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

ORDINANCE NO. 3029

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

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

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

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

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

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

WHEREAS, Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa is incorporated into and made a part of said Ordinance by reference; and

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

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

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

LEGAL DESCRIPTION

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

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

INTRODUCED: _____ April 17, 2023 _____

PASSED 1ST CONSIDERATION: _____ April 17, 2023 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

April 17, 2023

The meeting of Standing Committees met at City Hall at 5:45 p.m. on April 17, 2023, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Committee of the Whole:

Chair Harding called the meeting to order and introduced the only item on the Committee of the Whole Agenda, Review of Council Salary and introduced Controller/City Treasurer, Lisa Roeding. Ms. Roeding stated that City Council members and mayors are considered employees of the City established by ordinance as required by Iowa Code Section 372.13(8). The Cedar Falls' Code of Ordinance (Sec 2-47) states each councilmember of the City shall receive an annual salary of \$4,098.60 and after January 1, 2000, an annual salary adjustment equal to the latest calendar year annual federal consumer price index (CPI) rate awarded at the start of each fiscal year. Ms. Roeding gave an overview of the council salary rate history from 2000-2023, percentage of rate change from 2000-2023, and salary survey results that included 24 responses from cities with an average annual salary of \$9,372.60 with the City of Cedar Falls currently receiving \$6,982.32. Ms. Roeding explained council shall not adopt an ordinance changing the compensation of the mayor, council members, or other elected officers during the months of November and December in the year of a regular city election and a change in compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation per Iowa Code Section 372.13(8). Councilmembers discussed how often cities surveyed had council meetings, details of top 25 cities, Davenport, and the Cedar Falls salary. It was motioned by Kruse and seconded by Ganfield to have staff draft Section 2-47 of the Cedar Falls Code of Ordinance to state that each councilmember of the city shall receive an annual salary of \$12,000 and after January 2024 and annual salary adjustment equal to the latest calendar year annual federal consumer price index rate awarded at the start of each fiscal year. Staff were given direction to clarify the language as needed. The motion was put to vote. Aye: Dunn, Harding, Kruse, Ganfield and Schultz; Nay: deBuhr and Sires. Motion passed.

Community Development Committee:

Chair Harding called the meeting to order and introduced the first item on the Community Development Committee Agenda, Downtown Public Restroom Study and introduced Community Development Director, Stephanie Houk Sheetz. Director Houk Sheetz explained the background behind the public restroom discussion and provided a map of the current restrooms available. Director Houk Sheetz discussed private restroom requirements, accessibility requirements, potential change to specific locations, installing a permanent standalone facility, restroom in future parking ramp, temporary restrooms, or a public-private partnership. Potential restroom locations were discussed along with vandalism, cleaning, and maintenance of restrooms. Councilmembers discussed staff pay rates for vandalism, cleaning, and maintenance of restrooms, directional signs to restrooms, pay restrooms, push buttons at Library, QR code for restroom locations, TIF funds for downtown restrooms. Chair Harding called for public comment. Rosemary Beach, 5018 Sage Road, spoke about the availability of restrooms in the Main Street area, vandalism, and accessibility in restrooms. It was motioned by Ganfield and seconded by Kruse to have staff install push button openers on the first floor of the library restrooms and incorporate QR code for restroom locations. The motion was put to vote. Aye: deBuhr, Dunn, Harding, Kruse, Ganfield, Schultz, and Sires. Motion passed.

Community Development Committee:

Chair Harding called the meeting to order and introduced the second item on the Community Development Committee Agenda, Iowa Workforce Housing Tax Credit and introduced Community Development Director, Stephanie Houk Sheetz. Director Houk Sheetz gave an overview of the Iowa Workforce Housing Tax Credit Program, program highlights, eligible project sites, requirement/financial highlights, most recent Cedar Falls applications and reviewed the 2023 potential applications. Councilmember discussed an interest in reviewing the proposals, to discuss potential local match/resolution of support from the city. City Administrator Gaines explained local match from the city could be expended from the Economic Development budget. A majority of the Councilmembers expressed interest in reviewing the projects.

Meeting adjourned at 7:10 p.m.

Minutes by Kim Kerr, Administrative Supervisor



ROBERT M. GREEN

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

Item 9.

MEMORANDUM
Office of the Mayor

FROM: Mayor Robert M. Green
TO: City Council
DATE: April 21, 2023
SUBJECT: **LGBTQIA+ Pride Month Proclamation Request for June 2023**
REF: (a) CFD 1127.22: Official City Proclamations

1. In late March, I received an LGBTQIA+ Pride Month proclamation request (Enclosure 1) and proclamation text (Enclosure 2) from the Cedar Falls Human Rights Commission. This is the first year that I am aware of, that the City of Cedar Falls has been asked to proclaim a PRIDE Month, though the City of Waterloo has done it for several years now.
2. As a Christian, I believe that every person is created in the image of God, and deserves love, respect, and dignity. However, my understanding of the New Testament leads me to believe that God intended marriage to be between one man and one woman; promotion or advocacy of any sexual activity outside those bounds runs counter to the tenets of the Christian faith (particularly as stated in Romans 1:21-27). For this reason, I do not support or recommend the issuance of this proclamation.
3. That said, I also understand that not everyone shares my beliefs, and that many in our community may disagree with me. This includes the Cedar Falls Human Rights Commission (CFHRC), which last year adopted an events calendar that includes "LGBTQ Pride Month".
4. I believe city government should always provide a fair hearing to the recommendations of its own city boards and commissions. The proclamation request complies with the requirements of reference (a), including timely submission, and so is valid for City Council consideration at the May 1, 2023 City Council meeting.
5. While city proclamations have no weight in law, they do express the public sentiment as determined by the Council and/or Mayor, and are a time-honored method of celebrating, advocating, and bringing community awareness to various causes. I certainly understand, given recent state-level legislation nationwide affecting the LGBTQIA+ community, that the Cedar Falls Human Rights Commission would wish to

show solidarity and advocacy for residents identifying as LGBTQIA+, and would request that the Cedar Falls City Council do the same.

6. I ask that we all, as elected officials, please set the tone for civility and treat everyone impacted by this important social issue with dignity and respect. We must engage others with empathy and compassion in order to resist stereotyping the 'other side'. In the end, we are all still neighbors, and we are all still CEDAR FALLS.
7. I want to assure those council members in support of this proclamation that my stance is not made with animosity or a desire to exclude anyone; as Mayor, I am committed to serving and supporting all residents, regardless of their backgrounds or beliefs. Again, all individuals deserve to be treated with dignity and respect.
8. If the proclamation were approved by the City Council, my Christian beliefs would require that I not sign or otherwise take part in this proclamation. I would remove language regarding the mayor from an approved proclamation, and I would request that a council member sign the approved proclamation on behalf of the City Council.
9. Please contact me with any questions or concerns you may have arising from this decision, which I am making only after much dialogue, consideration, and prayer. I greatly appreciate your thoughtful attention to this challenging civic issue.

Xc: City Administrator
Cedar Falls Human Rights Commission
Cedar Falls City Attorney

Encl: (1) Pride Month Proclamation Request dated March 24, 2023
(2) Pride Month Proclamation Text

###

From: Chelsie Luhring
Sent: Friday, March 24, 2023 8:35 AM
To: Proclamations <proclamations@cedarfalls.com>
Cc: Rob Green <Rob.Green@cedarfalls.com>
Subject: Pride Month Proclamation - June 2023

Good morning,

Attached you will find a proclamation for Pride Month (June 2023). I'm submitting on behalf of the Human Rights Commission.

- A. Information required for an official city proclamation request are:
1. Submitter Name (plus title / organizational affiliation as appropriate). **Cedar Falls Human Rights Commission**
 2. Submitter Mailing Address and E-mail Address. **Attn: CFHRC 220 Clay St. Cedar Falls, IA 50613**
 3. Date of Need for Signed Proclamation. **June 2023**
 4. Desired Presentation Venue (Mayor's Office, City Studio, Site Visit, other). **There is an LGBT-related event in the works, so during a council meeting as it will be tied to an event or in the Mayor's office**
 5. Draft Proclamation Text (including 3-6 Whereas Clauses and a Therefore Clause). **Attached**

Please let me know if there's any other info you're needing from me.

Thank you!

Chelsie Luhring, M.A.

(She, her, hers)

Diversity, Equity and Inclusion (DEI) Specialist

City of Cedar Falls

220 Clay St.

Cedar Falls, IA 50613

Chelsie.Luhring@cedarfalls.com

Office: (319) 268-5120

**PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF CEDAR FALLS, IA DECLARING
JUNE 2023, AS PRIDE MONTH**

PROCLAMATION:

WHEREAS, June 2023 marks the 54th annual celebration throughout the United States of Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual and all others (LGBTQIA+) PRIDE Month; and,

WHEREAS, the month of June was chosen to commemorate the dedication and bravery of those who led the 1969 uprising at the Stonewall Tavern in Greenwich Village, which sparked the modern LGBTQIA+ liberation movement; and,

WHEREAS, the City of Cedar Falls believes in working together with all members of our community to facilitate open relationships, providing safety, dignity and a welcoming environment for our residents and visitors; and,

WHEREAS, all human beings are born free and equal in dignity and rights. LGBTQIA+ individuals have had immeasurable impact to the cultural, civic, and economic successes of our community; and

WHEREAS, the City of Cedar Falls is committed to supporting visibility, dignity and equality for LGBTQIA+ people in our diverse community; and

WHEREAS, while society at large increasingly supports LGBTQIA+ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, this nation was founded on the principle that every individual has infinite dignity and worth, and the City Council of Cedar Falls calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for the city's LGBTQIA+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

WHEREAS, the city of Cedar Falls joins the LGBTQIA+ Community in a celebration of diversity and unity and, remains committed to treating all people with fairness and respect.

NOW, IN WITNESS THEREOF, I, _____, on behalf of the City Council and the Human Rights Commission, do hereby proclaim the month of June, 2023 in Cedar Falls, Iowa as Pride Month.

WITNESS MY HAND AND THE SEAL OF THE CITY OF CEDAR FALLS on this XXth day of June, 2023.

City of Cedar Falls



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

Item 10.

FROM: Mayor Robert M. Green

TO: City Council

DATE: April 24, 2023

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. Jeff Engel to the Cedar Falls Utilities Board of Trustees for a six-year term beginning on September 1, 2023 and ending on August 31, 2029.
2. In considering re-appointment, I note that Mr. Engel's attendance has been satisfactory, and he has been an active and informed member of the board.
3. Please contact me with any additional questions you have about this re-appointment.

Xc: City Administrator
CFU General Manager

###



Emailed: 4/13/23
15 days = 4/28/23

Item 11.

Business License Application
City of Cedar Falls, Iowa

✓ J. Zolonder
✓ M. Howard
✓ Planning
✓ C. Schrage

MOBILE MERCHANT

Includes Vendors, Peddlers, Solicitors, Transient Merchants and Seasonal Businesses

N/A as I have a business in C.F. downtown
 \$50.00 per Month for _____ Months \$500.00 One Year (Expires December 31st)

Business Name: Big Acai
Business Mailing Address: 100 E. 2nd St. Suite 106, Cedar Falls, IA 50613
Street City State Zip Code

Applicant Name: Beth Schildroth (photo ID required)

Applicant Address: 3025 Concord Cir., Cedar Falls, IA 50613
Street City State Zip Code

Email Address: Schildrothbetha@gmail.com Contact Telephone: 319-290-8848

Dates of Operation: April 2023 - ? (Annual Licenses expire on December 31st)

Description of the business and goods or services to be sold: (Food sales require submission of Food Service License from the County) sorbet bowl and smoothies at the store only selling sorbet bowls (mobile vendor) Outside

Specific location, address, route or area in which the business is to be operated: River Place Plaza and C.F. Main St. and State St & 2nd St, CF

(Site plan required - location subject to applicable zoning, planning, building and public safety regulations.)

Private Property? Yes No (requires written permission from property owner)

Public Property? Yes No (requires city council approval)

Have you filed a Surety Bond with the Iowa Secretary of State? Yes No N/A
(Please call the Iowa Secretary of State's Office at 515-281-5204 to verify any Surety Bond requirements.)

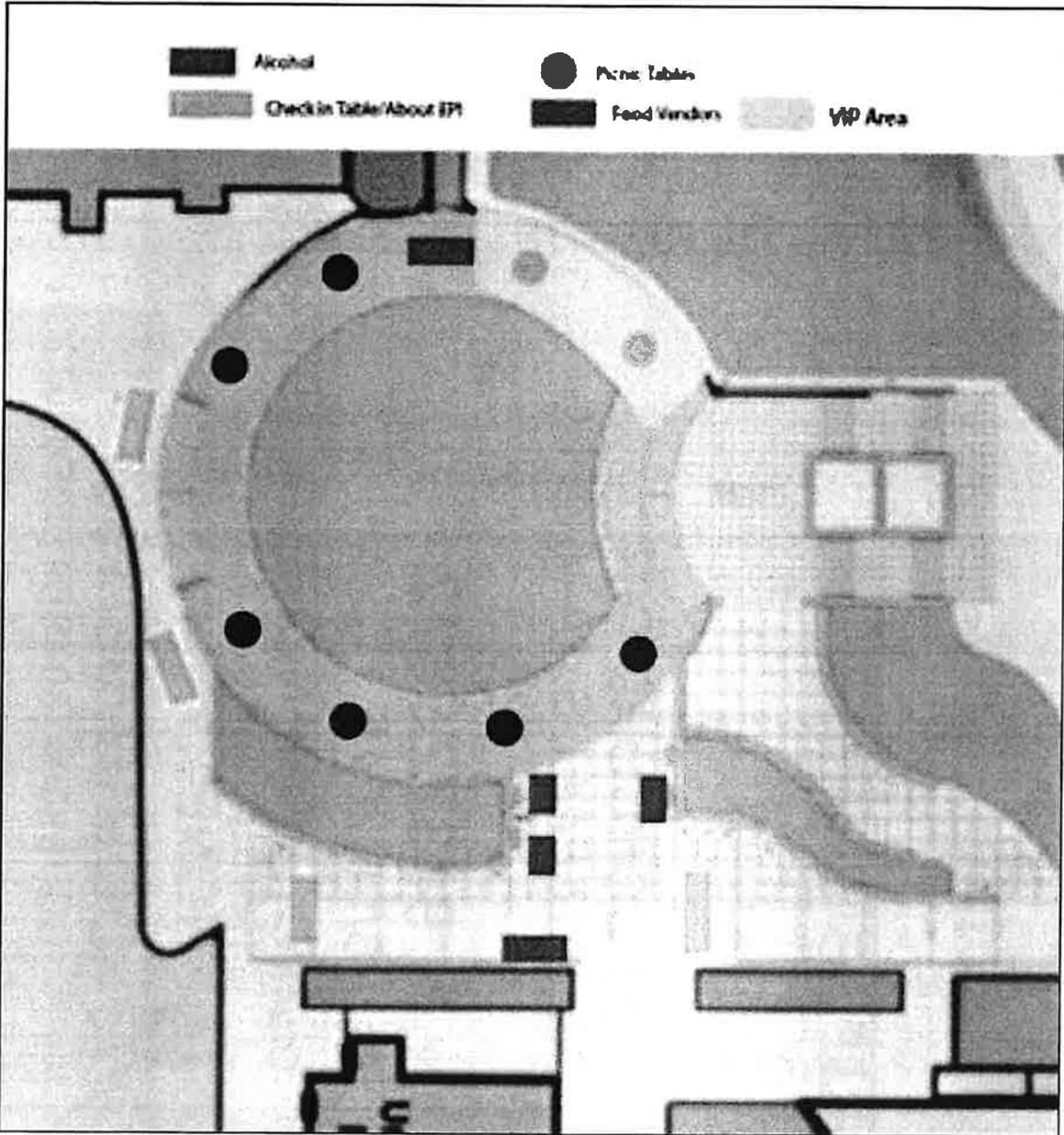
Iowa Sales Tax # 3-06-500312 (Submit copy) or Exemption # N/A

If operating from a vehicle: N/A
Make Model Year State of Registration License Plate #

Plans for disposal of liquid & solid refuse, waste, garbage, trash & other material:
Trash bins that our store uses in the 100 E. 2nd St location.

Items needed to complete the application process:

- Completed Business License Application.
- The full name, permanent address and phone number of the applicant, along with at least one form of identification that includes a photograph of the applicant.
- If operating a motor vehicle as part of the mobile merchant business, proof of a current operator's license.
- A detailed description of the goods or services to be sold. (Include on Application)
- The business name and address as well as the addresses of all locations where the mobile merchant business is proposed to be operated. (Include on Application)
- A detailed diagram and/or photograph of the mobile stand, cart, motor vehicle or other temporary structure to be used for the mobile merchant business, as well as any signage to be used which signs shall comply with Chapter 3 of the Code of Ordinances. *just a table*
- A detailed site plan diagram if proposed in a stationary location which shall include provisions for patron parking.
- Written permission for use of the property from the owner if operating on private property or approval by the city council if operating on public property.
- Proof of valid food service license(s) from the state and/or county health departments if selling/handling food and/or beverages for human consumption.
- Copy of Iowa Sales Tax Permit.
- Copy of Certificate of Liability Insurance:
 - \$1,000,000 combined single limit with City of Cedar Falls and its employees named as additional insureds against any liabilities that may arise in connection with the operation of the licensees.
- If operating from a vehicle, the make, model, year, state of registration and license number of the vehicle. (Include on Application)
- Plans for disposal of liquid and solid refuse, waste, garbage, trash and other material used in connection with the mobile merchant business. (Include on Application)
- Once approved, pay fee:
 - \$ 50.00 per month
 - \$ 500.00 for the year (Expires December 31st)



8:42

**Big Acai at Plaza - Licensing Letter**

DOCX - 44 KB

**EAGLE VIEW**
HOSPITALITY

To the City of Cedar Falls,

The food vendor, Big Acai has permission to serve at River Place Plaza on May 19, 2023 with a rain date of May 25. Big Acai will be serving during the Exceptional Persons, Inc. annual fundraiser.

If you have any questions, feel free to reach out.

Deanna.hoffmann@eagleview.co
(319)551-0292

Thank you,
Deanna Hoffmann

POST IN CONSPICUOUS PLACE

NONTRANSFERABLE

STATE OF IOWA

DEPARTMENT OF INSPECTIONS AND APPEALS

FOOD AND CONSUMER SAFETY BUREAU

FEE \$ 400.00 FOOD SERVICE ESTABLISHMENT LICENSE No.219691

BIG ACAI
BETH SCHILDROTH
ATTN: BETH SCHILDROTH
3025 CONCORD CIR
CEDAR FALLS, IA 50613

THE AFORESAID, HAVING DEPOSITED THE REQUIRED FEE, IS HEREBY GRANTED THE ABOVE LICENSE PURSUANT TO CHAPTER 137F, CODE OF IOWA. THIS LICENSE SHALL REMAIN IN FULL FORCE FROM THE DATE OF ISSUE UNTIL ITS EXPIRATION DATE, UNLESS REVOKED OR SUSPENDED FOR CAUSE BY THE DIRECTOR OF INSPECTIONS AND APPEALS FOR NONCOMPLIANCE WITH CHAPTER 137F, CODE OF IOWA OR RULES PROMULGATED PURSUANT THERETO.

- LICENSE FOR FOLLOWING LOCATION -

100 E 2ND ST STE 106
CEDAR FALLS, IA 50613

DATE OF ISSUE Aug 17, 2022
EXPIRATION DATE **Aug 16, 2023**



Lucy Johnson

DIRECTOR

This license is issued by:
BLACK HAWK COUNTY HEALTH
DEPARTMENT
NORTHEAST IOWA INSPECTIONS

1407 INDEPENDENCE AVE FL 5
WATERLOO, IA 50703-4396

Phone: (319) 291-2413

Email:

Web Site: <https://www.blackhawkcounty.iowa.gov/258/Health-Department>

**THIS LICENSE MUST
BE POSTED AT
PHYSICAL LOCATION**

Iowa Department of
REVENUE



L0000906427

Iowa Department of Revenue
Registration Services
PO Box 10470
Des Moines, IA 50306-0470



117 BETH SCHILDROTH
TBSALL LLC
100 E 2ND ST STE 106 UNIT 106
CEDAR FALLS IA 50613-1263

Date: October 3, 2022
Letter ID: L0000906427
IDR ID: 1602502406
Account Type: Sales and Use
Account ID: 3-06-500112

Location Permit Number: 3-06-500312

BIG ACAI CEDAR FALLS is entrusted to collect, report, or remit tax for the state of Iowa at:

Location Name: BIG ACAI CEDAR FALLS

Location Address: 100 E 2ND ST STE 106 UNIT 106 CEDAR FALLS IA 50613-1263

Filing Frequency: File & Pay Monthly

Use GovConnectIowa to manage your tax accounts, file returns, make payments, and communicate with the Department. Access your account today at govconnect.iowa.gov.

You may retain a copy of this letter for your records.

Director of Revenue

Joanne Goodrich

From: Chase Schrage
Sent: Wednesday, April 19, 2023 2:43 PM
To: Licensing
Subject: RE: Mobile Merchant Review -Big Acai

Follow Up Flag: Follow up
Flag Status: Completed

OK

From: Licensing <Licensing@cedarfalls.com>
Sent: Wednesday, April 19, 2023 2:32 PM
To: Chase Schrage <Chase.Schrage@cedarfalls.com>
Subject: FW: Mobile Merchant Review -Big Acai

Any chance you've had a minute to peek at this?

From: Joanne Goodrich
Sent: Thursday, April 13, 2023 3:11 PM
To: John Zolondek <John.Zolondek@cedarfalls.com>; Mark Howard <Mark.Howard@cedarfalls.com>; Planning <Planning3@cedarfalls.com>; Chase Schrage <Chase.Schrage@cedarfalls.com>
Cc: Jacque Danielsen <Jacque.Danielsen@cedarfalls.com>
Subject: Mobile Merchant Review -Big Acai

Please find attached application for a Mobile Merchant. I am forwarding this application and all accompanying documents to you for your approval or denial. If you are denying the application, please include the reason(s) for denial. Please provide your approval or denial within 15 days. Thank you.

Have a great day!

Joanne Goodrich

Administrative Assistant
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
www.cedarfalls.com

Joanne Goodrich

From: Thomas Weintraut
Sent: Friday, April 14, 2023 8:21 AM
To: Joanne Goodrich; John Zolondek; Mark Howard; Planning; Chase Schrage
Cc: Jacque Danielsen
Subject: RE: Mobile Merchant Review -Big Acai

Follow Up Flag: Follow up
Flag Status: Completed

Planning has no issues with the request.

From: Joanne Goodrich <Joanne.Goodrich@cedarfalls.com>
Sent: Thursday, April 13, 2023 3:11 PM
To: John Zolondek <John.Zolondek@cedarfalls.com>; Mark Howard <Mark.Howard@cedarfalls.com>; Planning <Planning3@cedarfalls.com>; Chase Schrage <Chase.Schrage@cedarfalls.com>
Cc: Jacque Danielsen <Jacque.Danielsen@cedarfalls.com>
Subject: Mobile Merchant Review -Big Acai

Please find attached application for a Mobile Merchant. I am forwarding this application and all accompanying documents to you for your approval or denial. If you are denying the application, please include the reason(s) for denial. Please provide your approval or denial within 15 days. Thank you.

Have a great day!

Joanne Goodrich

Administrative Assistant
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
www.cedarfalls.com
319-273-8600 (main #)
319-268-5157 (direct #)
319-268-5126 (fax)

Joanne Goodrich

From: Mark Howard
Sent: Thursday, April 13, 2023 3:30 PM
To: Joanne Goodrich; John Zolondek; Planning; Chase Schrage
Cc: Jacque Danielsen
Subject: RE: Mobile Merchant Review -Big Acai

Follow Up Flag: Follow up
Flag Status: Completed

Police no issues

Mark A Howard
Cedar Falls Chief of Police
319-273-5153



From: Joanne Goodrich <Joanne.Goodrich@cedarfalls.com>
Sent: Thursday, April 13, 2023 3:11 PM
To: John Zolondek <John.Zolondek@cedarfalls.com>; Mark Howard <Mark.Howard@cedarfalls.com>; Planning <Planning3@cedarfalls.com>; Chase Schrage <Chase.Schrage@cedarfalls.com>
Cc: Jacque Danielsen <Jacque.Danielsen@cedarfalls.com>
Subject: Mobile Merchant Review -Big Acai

Please find attached application for a Mobile Merchant. I am forwarding this application and all accompanying documents to you for your approval or denial. If you are denying the application, please include the reason(s) for denial. Please provide your approval or denial within 15 days. Thank you.

Have a great day!

Joanne Goodrich

Administrative Assistant
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613



OFFICE OF CITY ADMINISTRATOR

CITY OF CEDAR FALLS, IOWA

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

TO: Mayor Robert M. Green and City Council Members
FROM: Ron Gaines, City Administrator
DATE: April 24, 2023
SUBJECT: Departmental Monthly Reports Submission – March 2023

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

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

###

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



March 2023

MARCH 2023 MONTHLY REPORTS Table of Contents

Finance & Business Operations

Financial Services Division.....	1
Human Resources Division.....	2
Information Systems Division.....	4
Legal Services Division.....	6
Public Records Division.....	7
Cedar Falls Library & Community Center.....	9

Community Development

Inspection Services Division.....	10
Planning & Community Services Division.....	12
Recreation & Community Programs.....	16
Visitors & Tourism and Cultural Programs.....	18

Municipal Operations & Programs

Engineering Division.....	21
Public Works & Parks Division.....	24
Water Reclamation Division.....	25

Public Safety Services

Police/Fire Operations.....	27
-----------------------------	----

FINANCIAL SERVICES
March 2023

Treasury

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

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	4	\$11,860,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawals	0	\$0.00
CD/Investment Interest		\$158,066.77

FY24 Budget

The hearing for the max levy was set for the March 20th City Council meeting, however due to the Waterloo/Cedar Falls Courier not including it in the paper the date had to be moved to April 3rd to allow for the required 10-day notification. April 17th will be the Public Hearing on the Budget.

FY23 Budget

Departmental amendments to the FY23 Budget were sent out to the departments in March and the submission of changes will be in April.

Miscellaneous Financial Activities

For March, 19 payroll checks and 688 direct deposits were processed. Accounts receivable were processed and 93 invoices were mailed out to customers. 1,481 transactions for accounts payable were processed and approved by the City Council for payment and 480 checks were mailed out to vendors.

The Cedar Falls Community Foundation audit was performed in March by Bergan, KDV.

FINANCE & BUSINESS OPERATIONS

HUMAN RESOURCES

March 2023

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Reviewed and updated Fire division standard operating procedures (SOPs) for inclusive language and best diversity, equity and inclusion practices
- Risk Management Committee meeting held March 1st and 15th
- Reviewed six contracts/agreements for required insurance
- Review and follow-up of seven public event permits
- Public Entity insurance renewal documentation submitted for bid
- Selected vendor finalists and scheduled demonstrations for a potential new Human Capital Management (HCM) system to be held in April
- Reviewed each department's proposed goals to address employee climate survey concerns and improve the workplace culture
- Scheduled positive people skills training for all employees to be held in May and September
- Held meetings with department leadership to discuss employee climate survey results and goals
- Staff performance evaluation accomplishments from 2022 and 2023 goals were completed
- Recruitment/Employment tasks related to:
 - FT positions: Assistant Equipment Mechanic, Assistant Public Safety Director/Fire Chief, Engineering Technician I, Maintenance Worker, Principal Engineer, Public Safety Officer, Wastewater Treatment Plant Operator I, Water Reclamation Manager, and Water Reclamation Supervisor
 - PT positions: Hearst Administrative Assistant, Hearst Front Desk Assistant, Community Service Officer, Housing Program Specialist, Laborer, Library Assistants, Library Shelver, Maintenance Workers, Parking Attendant, and Rec. Office Assistant
 - Seasonal/Special Purpose/Misc. positions for Community Development, Finance & Business Operations, Public Safety, and Public Works departments: (Aquatics, Engineering, Library, and Public Safety Interns, Recreation Front Desk and Programming, Seasonal Laborers, and contracted Custodians)
 - Staff continued to prepare and share communications related to the April 15th City of Cedar Falls job fair at the Public Works Complex.
 - Information continued to be gathered for the 2023 renewal of an H-1B visa and green card processing

BENEFITS & COMPENSATION

- Staff sent out reminders of cafeteria plan due dates and deadlines related to CY22
- Staff revised the Wellness Benefit Authorization Form for part-time employees
- Staff received proposals from nine benefits consulting companies in response to the RFP that was sent out in February. Staff reviewed these proposals in order to interview finalists in April.

CIVIL SERVICE COMMISSION

- Preparations for and follow-up to the March 8th and 20th scheduled meeting and appeal hearing were completed
- The Assistant Equipment Mechanic certified list was approved, second interviews were completed, and a conditional offer was extended for April onboarding

- The Wastewater Treatment Plant Operator I certification process was placed on hold until upcoming wastewater staffing placements are completed
- The testing process and candidate selection rubric for Assistant Director of Public Safety/Fire Chief were approved. The testing documents were discussed and will be updated to include additional DEI related items for April 12th approval.
- A Public Safety Officer on the July 20, 2022, certified list was removed from the list by the Commission
- Public Safety Officer recruitment and updates to the testing process and documents began for May 20th testing

HUMAN RIGHTS COMMISSION

- Preparations for and follow up to the March 1st Executive Committee meeting were completed
- Preparations for and follow up to the March 13th regular commission meeting were completed
- Preparations for and promotion of the Women's History Month event at the Cedar Falls Public Library were completed

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

Summary of projects, training and staff activities

- Wireless Network and Mobile Device Upgrade
 - 3 training meetings were attended to discuss what is happening going forward with MDM, personally owned and city owned devices.
 - Splash page created on wireless network
 - InTune rule were set up for wireless devices and security
- City Hall Remodel/Facilities
 - Assisted with the final moves of staff relocation back to City Hall
 - Patched in network ports and documented each location
 - Mounted TVs and installed mini-PCs in conference rooms
 - Added new resource rooms in EAC
 - Set up HDMI auto switch for Conference Room 1 (ran out of HDMI ports on TV)
 - (5) 50" TV's were purchased for City Hall.
 - Last door was installed and schedule was updated
 - ID Door Badges were printed for staff
 - Cameras were installed in foyer and entrances

Software Purchase/Installation/Upgrade Activities

- 36 software installations for 6 different departments
- 9 software upgrades
- Installed 3 new software for 2 departments

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 19 new pieces of equipment purchased for 9 different departments and inventory.
- 12 new equipment installations for 7 different departments.
- 4 equipment repairs for 2 different departments.

Problem Resolution Activities & Assistance Activities

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

Graphic Design Activities

- **Hearst Center:** event posters, exhibition button, and postcard, Movies Under the Moon poster, concert posters
- **Tourism:** miscellaneous ad resizes, ISSUU version of pocket guide, venue flier updates, Sturgis Falls parade poster
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, miscellaneous changes to images and files, Currents, materials for Earth Week, materials for Career Fair, miscellaneous small things for Public Safety, updated fliers for Recreation Center, logo duplication for Emily, HRC materials, recreated community center logo, plaque simulation for mural, Public Safety awards flier, SWAT emergency cards, flier for Public Safety job

Channel 15 Programming Activities

- Cable TV Summary of projects
 - This month we produced 7 public meetings and produced 8 new studio shows.
 - Began work on 6 videos for annual Business & Industry Awards
 - Produced new TV commercial for Cedar Falls Rec Center
 - Produced new Promo for UNI Football Spring Game
 - Produced 2 radio ads for Cedar Falls Public Safety recruitment
- Drone Flights
 - Downtown Cedar Falls for Business & Industry
 - Cedar Falls Industrial Park for Business & Industry
- Facilities & Planning:
 - Ran video cables to all TV's in Council Chambers Overflow and connected adapters to get signal from Channel 15 Control Room to those TVs
 - Terminated cables for cable TV cable drops to up to 17 rooms throughout City Hall.
 - Met with Sturgis Falls board member to plan for upcoming coverage Sturgis Falls Celebration.
 - Contacted CFU to plan for cable pull to Overman Park from City Hall.
- Regular productions included:
 - Aired 4 new shows of Panther Sports Talk.
 - Produced 4 City News shows
 - Produced 3 Serving the Valley shows
 - Produced 1 Veterans of the Cedar Valley show
 - Produced 4 Currents shows

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Assisted the Hearst with locating site plan documents for potential remodel
 - Met with each fire shift to go over updating pre-incident plans for ISO ratings
 - Met with engineering to review preliminary layouts for Aldrich school connections
 - Met with legal to determine right-of-way transfer
 - Met with legal and engineering to provide legal boundaries for potential road project
 - Met with esri support to resolve issue with server DNS routing
 - Began updating install dates for sanitary and sewer infrastructure
 - Finished reviewing and converting post-lining sewer videos
 - Upgraded and patched GIS server software and applications
- Completed 5 web and database projects for 3 departments
- Completed 14 different data requests for 6 entities.
- Provided 7 maps for different 4 departments.
- Created 4 new addresses

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

REPORT FROM SWISHER & COHRT – SAM ANDERSON:

Traffic Court:

City Cases Filed: 246 (this number includes both City and State tickets)

Cases Set: 3 (Traffic) 6 (Code Enforcement)

Trials Held: 2 (Traffic) 0 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, revise, drafting and advice on 7 agreements
- Civil Service Commission Decertification advice
- Attention to bond settlements
- National opioid settlement research and advice
- Parking citation research and advice

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

Public Records Activity

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

Responded to sixteen (16) requests for public records.

Licenses / Permits Processed & Issued

- 194 Pet licenses
- 38 Annual Paw Park permits
- 6 Poultry licenses
- 1 Dumpster permit
- 12 Public Event permits
- 3 Sidewalk Café permits
- 2 Table & Chairs permits
- 1 Mobile Merchant permit
- 3 Tree Trimmer Licenses
- 4 Cemetery Interment Rights
- 12 Liquor licenses and beer/wine permits
- 1 Tobacco/Nicotine permit

The unemployment rates for the month of February 2023 were 3.2% for the Waterloo-Cedar Falls Metropolitan Area, 2.9% in Iowa, and 3.9% in the U.S.

Prepared and finalized annual performance evaluations of public records and parking enforcement staff.

Prepared the 2022 annual cemetery reports required to be filed annually with the Iowa Insurance Division.

Parking Activity

Enforcement

- 826 Parking citations issued.
- \$10,180.00 Citations paid.

Collection Efforts

- \$ 2,047.00 Collections from delinquent parking accounts.
- \$ 900.00 Vehicle immobilizations (18 vehicles).

Permits

\$ 3,910.00 Parking permits issued (59).

Meter Collections

\$ 1,576.43 Paid parking.

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

Library Activity

Usage Statistics	January 2023	February 2023	February 2022
Customer Count	12,216	12,287	10,582
Circulation	31,908	32,560	31,050
Event Attendance	1,152	892	566

Special events in March included the following:

- Gruffalo Storytime in collaboration with GBPAC and Mayor Green
- Teen Iron spring break activities including a Teen Iron Chef hot chocolate competition, teen yoga, and rock climbing
- Gardening classes: No Mow May or Maybe Not and Growing and Cooking with Herbs in collaboration with ISU Extension

Community Center Activity

Programs at the Community Center included yarn club, line dancing, cards, billiards, senior fitness classes, live music, and ceramics. Two city meetings, Board of Adjustments and Stormwater, were held at the Center in the evening. Rentals in February included a stamp club and a band.

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

Mar-23

Total for Month \$12,784,098.00
 Total for Fiscal Year \$59,037,209.00
 Total Same Month - LAST YEAR \$5,493,351.00
 Total for Fiscal Year - LAST YEAR \$67,281,482.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	8	0	\$2,561,362.00	\$17,503.75	42	0	\$10,482,708.00	\$75,409.55
Multi-Family New Construction	1	0	\$2,509,166.00	\$12,374.50	1	0	\$2,509,166.00	\$12,374.50
Res Additions and Alterations	76	0	\$1,076,104.00	\$18,495.00	705	0	\$12,528,507.00	\$180,349.75
Res Garages	3	0	\$91,000.00	\$1,277.00	31	0	\$617,631.00	\$9,191.75
Commercial/Industrial New Construction	1	0	\$675,900.00	\$4,439.00	4	0	\$4,375,900.00	\$25,159.00
Commercial/Industrial Additions and Alterations	9	0	\$426,636.00	\$4,594.20	62	0	\$9,535,372.00	\$66,300.55
Commercial/Industrial Garages					2	0	\$67,500.00	\$1,003.00
Churches	2	0	\$5,443,930.00	\$26,428.60	8	0	\$5,974,381.00	\$31,784.35
Institutional, Schools, Public, and Utility					1	0	\$12,946,044.00	\$55,688.05
Agricultural/Vacant								
Plan Review	13	0	\$0.00	\$31,303.00	57	0	\$0.00	\$125,322.00
Total	113	0	\$12,784,098.00	\$116,415.05	913	0	\$59,037,209.00	\$582,582.50

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

Mar-23

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	46	0	\$0.00	\$3,977.70	437	0	\$0.00	\$38,464.40
Mechanical	72	0	\$0.00	\$5,883.00	637	0	\$0.00	\$55,336.00
Plumbing	82	0	\$0.00	\$8,604.50	638	0	\$0.00	\$45,120.00
Refrigeration								
<i>Total</i>	200			\$18,465.20	1712			\$138,920.40

H-Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	10	0	\$0.00	\$1,500.00
Mechanical					5	0	\$0.00	\$750.00
Plumbing					2	0	\$0.00	\$300.00
Refrigeration								
<i>Total</i>	1			\$150.00	17			\$2,550.00

<i>Building Totals</i>	113	0	\$12,784,098.00	\$116,415.05	913	0	\$59,037,209.00	\$582,582.50
------------------------	-----	---	-----------------	--------------	-----	---	-----------------	--------------

<i>Grand Total</i>	314	0	\$12,784,098.00	\$135,030.25	2642	0	\$59,037,209.00	\$724,052.90
--------------------	-----	---	-----------------	--------------	------	---	-----------------	--------------

Item 12.

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

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on March 8 and March 22.

March 8, 2023 Meeting			
Applicant	Project	Recommendation	Action Taken
Chad Welsh, Owner of 209 Walnut (former church)	Zoning Text Amendment – Expand list of potential conditional uses of defunct institutional buildings (TA22-005)	Recommend Disapproval	Recommend Approval
Jim Sands Construction LLC	Rezoning from A-1 to R-2 – 14.08 acres of land west of Cypress Avenue and north of Tomahawk Lane (RZ22-004)	Introduction and Discussion	Discussed and Set Public Hearing
David and Tamara Nicol and City of Cedar Falls	Rezoning from A-1 to R-1 – 3.07 acres of land west of Hudson Road along Ashworth Drive (RZ23-001)	Introduction and Discussion	Discussed and Set Public Hearing
City of Cedar Falls	Zoning Text Amendment – Modify sign allowance for Civic and Institutional Uses in the Downtown Character District (TA23-001)	Introduction and Discussion	Discussed and Set Public Hearing
City of Cedar Falls	Final Plat – West Viking Road Industrial Park, Phase VI (FP22-006)	Introduction and Discussion	Recommend Approval
Tyler Michaelson, owner; Kyle Larson, LGC; Lary Koosmann El, LSI, Clapsaddle-Garber Associates, Inc	Site Plan Review- for Triplex on Pinnacle Ridge First Addition, Lot 1 (SP22-013)	Introduction and Discussion	Recommend Approval
March 22, 2023 Meeting			
Jim Sands Construction LLC	Rezoning from A-1 to R-2 – 14.08 acres of land west of Cypress Avenue and north of Tomahawk Lane (RZ22-004)	Recommend Approval	Recommend Approval
David and Tamara Nicol and City of Cedar Falls	Rezoning from A-1 to R-1 – 3.07 acres of land west of Hudson Road along Ashworth Drive (RZ23-001)	Recommend Approval	Recommend Approval

City of Cedar Falls	Zoning Text Amendment – Modify sign allowance for Civic and Institutional Uses in the Downtown Character District (TA23-001)	Recommend Approval	Recommend Approval
MT Tanks (Martin L. Rouse)	Minor Plat – Gateway Business Park Minor Plat of Lot 2 (MP23-001)	Recommend Approval	Recommend Approval

Group Rental Committee – A meeting was held on March 7, 2023.

<u>Address</u>	<u>Unit</u>	<u>Owner</u>	<u>Requested Occupancy</u>	<u>Approved for</u>	<u>GRC</u>	<u>BRHA</u>
715 W 18 th St	1	MCL Group LLC	3 per unit	3 total	3/7/2023	
2824 Cottage Row	1	Laura O'Brien	12	4	3/7/2023	

Board of Rental Housing Appeals – No meeting was held.

Board of Adjustment – No meeting was held.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	<u>Date</u>	<u>Notes/Actions</u>
Bicycle and Pedestrian Advisory Committee	3/7/23	The committee formed a subcommittee to continue the work of planning and mapping sharrows and formulate what they recommend. They also discussed the activities of May Bike Month, including: the potential of a “Mayor’s Ride” which had been done in the past (pre-Covid), Bike Rodeos at the elementary schools, some Facebook live streams with Amanda Huisman to discuss May Bike Month events, and a proclamation for the Mayor to read at Council. Members of the committee planned to attend the snow removal discussion in the Council Committee meeting on March 20 th .
College Hill Partnership	No meeting in March	
Historic Preservation Commission	3/21/23	The Commission provided updates for the Seerley Park Neighborhood Walking Tour. Commission discussed that the UNI students are involved in designing the poster and brochure and will be updating their work weekly. City staff mentioned that it would be great if the commission could review and

		approve the designs at the next meeting, that way they would have time to promote the event. Commission also discussed that they will be working on a timeline for the recon survey of the Overman Park District project to be able to stay on top of the grant application deadlines.
Housing Commission	3/15/23	No meeting was held in the month of March.
Community Main Street Design Committee		No meeting was held in the month of March.
North Cedar Neighborhood Association (NCNA)	3/13/23	NCNA received an update on rezoning request by Jim Sands Construction LLC. Announcements were provided on the Job Fair in April and the Stormwater Management Program meeting planned on March 26 th . There is a petition that the NCNA is supporting requesting a 4-way stop sign at the intersection of Center St and Lone Tree Rd.
Parking Tech Committee	3/21/23	Committee discussed adding QR code stickers in the downtown area to spread awareness about available public parking for people. Committee also discussed the upcoming project of adding landscaping in the parking lot south of W. 1st Street. This project may make some of the parking unavailable for the public to park for some time.

LAND USE INQUIRIES AND PERMITTING

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

OTHER PROJECTS FOR MARCH INCLUDED:

- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff is preparing bylaws and a text amendment for formal consideration.
- Decision is pending by the Federal Railroad Administration for the railroad crossing elimination grant which project would eliminate 24 crossings in Downtown.
- Ongoing effort to address enforcement of rental paving ordinance.
- Working on the Major Thoroughfare Plan and related street standards and associated subdivision code street connectivity standards
- Various enforcement actions related to zoning and rental code violations.
- Partnering with Cedar Falls Economic Development Corporation for a Housing Needs Assessment.
- Continuing work on Council referrals related to new downtown zoning.
- Ongoing floodplain management – repetitive loss property reviews

ECONOMIC DEVELOPMENT:

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with an existing Cedar Falls business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Attended Grow Cedar Valley annual awards banquet at Bien Venu.
- Attended meet and greet with IEDA Director Debi Durham hosted by the Cedar Falls Economic Development Corporation.
- City Council approved a development agreement for a new industrial project in the Northern Cedar Falls Industrial Park.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Met with a local business owner regarding a potential business expansion in Cedar Falls.
- City Council approved a plat for a new lot in the West Viking Road Industrial Park that will be for an upcoming new industrial park building project.
- Met with staff committee to review FY24 Tourism Activities and Economic Development Services funding applications.
- Began drafting legal documents for a new industrial park project to be located within the West Viking Road Industrial Park.

CDBG

- Work with INRCOG on administering the funds for projects and services agencies based on the last Annual Action Plan – sidewalk infill project on Walnut Street, housing rehab, neighborhood tree planting
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Work with Waterloo on HOME allocations and additional funding through ARP.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	695	Rent Subsidies (HAP payments)	\$85,971
New Applications Taken	35	Utility Payments	\$ 1023
Units under Contract	182	Admin Fees	\$ 15,292
Initial Vouchers Issued	7		
Current Open Vouchers	9	Lease Up Goal	220
New Admissions	1		

Ongoing

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

ADD A DOLLAR REPORT

There were 4 applications received for utility assistance in March. There was a balance of \$56,025.23 left as of March 31, 2023.

RECREATION & COMMUNITY PROGRAMS Monthly Report for March

Administrative:

- Started selling season passes for The Falls.
- The Park and Rec Commission had its monthly meeting at Public Works.
- March 2023 was our highest total visitor count of daily check in users and membership check in on record for the month of March.

Rec & Fitness Center	March	February
Rec Center Daily Admission	\$8,629.67	\$7,255.97
Rec Memberships Sold	\$30,261.72	\$30,601.02
Daily Member Check In	13,163	12,581
Beach House Reservations	12	0
Shelter Reservations	24	0

Aquatics:

- Group 4-8 Lessons started March 21 with 105 youth registered.
- Holmes Pool was closed for maintenance March 14.
- Process of obtaining concession bids for the Falls Aquatic Center began during the month.
- Lifeguarding course was held March 24 through 26 with 22 registered students. Eight of our guards/head guards assisted with the class for re-certification.
- Work installing the new stainless steel motor mounts continues at the Falls.

Participation	2023 Indoor	2022 Indoor	2023 Falls	2022 Falls
Swim Passes Sold	1	1	120	0
Open Recreational Swimming/Lap Swimming	548	488		
Aquatic Program Usage (swim clubs, lessons, lifeguarding, staff training)	928	846		

Recreation Programs:

- Ballfield rentals picked up with 47 hours of rentals.
- The Rec Center had 14,873 guests in the month of March, which is a record.
- Conducted 20 interviews for summer program positions.

Program	Enrolled/ est. team members	Meetings /Games	2023 Contacts	2022 Contacts
Youth Basketball 1st & 2nd girls	32	1	32	N/A
Youth Basketball 3rd & 4th girls	31	1	31	0
Youth Basketball 4th & 6th girls	29	1	29	0
Adult Volleyball Mix Mon.	7 per team	24	336	0
Adult Volleyball Mix Wed.	7 per team	12	168	0
Adult Volleyball Mix Womens	7 per team	17	238	0
Adult Racquetball League	13	4	54	72
Adult Doubles Pickleball	2 per team	30	120	N/A

Fitness/Wellness:

- The Rec had a special “Shamrock Ride” in our Cycle Studio.
- Fitness classes are up almost 900 participants from March a year ago.
- Bret, our intern, received great experience with group exercise event planning and learned the importance of networking and strong communication skills necessary for hosting a successful event.

Fitness/ Wellness	2023 Participation	2022 Participation
Fitness Classes Offered	256	213
Fitness Class Attendance	2,823	1,945
Personal Training Sessions	120	93
Massages:	84	71
Indoor Park	215	65
Child Care	131	45
Facility Rentals	13	22

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report – March 2023



CEDAR FALLS



MEETINGS/CONVENTIONS/SPORTS/GROUPS

- Cedar Falls hosted the Hawkeye Farm Show (CF tourism booth), Eastern Iowa Sport Show (CF tourism booth), IAWrestle Night of Conflict (tourism grant support/promoted via KWWL interview), FIRST Robotics (tourism grant support), IA HS Speech All-State and more for an estimated economic impact of over \$3,040,000 for March events that had bureau engagement.
- Secured five new meetings/events for 2023-2024 and hosted two event/meeting planners for site visits.
- Generated six new leads and submitted three proposals for potential future events.
- Met with event staff of IHSAA Football Playoffs and planner for Iowa State Trap Shoot event.

LEISURE

- Attended Canoecopia in Madison, WI to promote Cedar Falls trails and water trails.
- Participated in a Rails-to-Trails Conservancy Industrial Heartland Trails Coalition focus group on tourism.
- NEW Cedar Falls Pocket Guides printed and distributed as companion piece to 2023 Visitor Guide.
- Digital ad campaign underway focused on girlfriend getaways.
- Received six RFP responses for digital advertising services for FY24.
- Shared new Iowa Travel Guide with featured Cedar Falls partners including Barn Happy, Three Pines Farm and Hansen’s Dairy.

COLLABORATION

- **Won Iowa Tourism Award for Outstanding Marketing Collaboration with KWWL!**
- Attended Iowa Tourism Conference.
- Attended FIRST Robotics VIP reception.
- Assisted with Sturgis Falls with Kids Parade flyer.
- Attended Iowa Travel Industry Partners (ITIP) board meeting.
- Attended The Great American Rail-Trail/Rails-to-Trails Iowa Stakeholders meeting.
- Staff interviewed by UNI students about the Cedar Valley Trails history, airs on Channel 15.
- Assisted with distribution for Cedar Valley Trails and Recreation Guide.
- Attended CV Trails Partnership meetings. Staff member on committee for Bridges Ride in May.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.



	March 2023	March 2022
Visitor Center Traffic	270	389
Website Traffic + CV365.com	8,469	14,748
Facebook	9,964	9,177
Instagram	2,494	2,179
LinkedIn	539	392
Visitor Guide Distribution	2,138	2,799
Ad Campaign Impressions	526,371	1,300,490
Volunteer Hours	86	100

CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | March 2023

Cory Hurless (she/her), Cultural Programs Supervisor



Out of Iowa: Hearst Photo Club Exhibition; Holi @ the Hearst, Spring Break Camp activities, Teacher/Student Concert

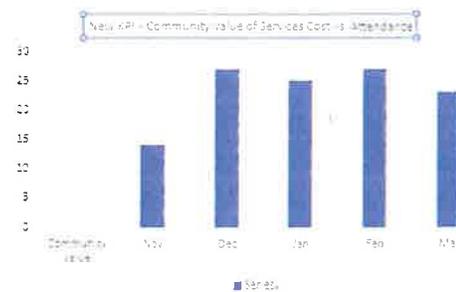
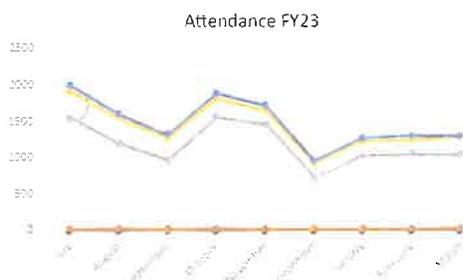
EXHIBITS & PROGRAM HIGHLIGHTS

- *Travel Out of Iowa: Hearst Photo Club Exhibition* was installed in March, the show received a feature in the WCF Courier, and the resulting artist talk with John McCormick on March 20 had over **80 in attendance**.
- In collaboration with UNI's Office of International Engagement, the Hearst hosted their first Spring Holi Celebration of Color, over **60** community members shared food, henna painting, and color throwing in the Indian tradition.
- March 10 Midday Melodies featured UNI's Trombone students, directed by Anthony Williams.
- Final Thursday Series continued March with UNI Professor of Journalism and Mass Communication Don McLeese
- Teacher/Student concert featuring Jacob Lampman and Beckett Hunzelman took place March 21 to a full house in Mae Latta hall.

EDUCATION & OUTREACH HIGHLIGHTS

- Full week of Spring Break Camp took place March 13-17, each day had a theme; Monday – All Around The World; Tuesday – Like a Rockstar; Wednesday – Back to Nature; Thursday – Space; Friday – St. Patrick's Day.
- Outreach efforts for North Star providing art making activities to adults with special needs, and the CF Community Center took place in March.
- Hearst Education staff participated in Cedar Falls School's winter expo, providing art activities to hundreds of area children and families.
- Teen Art Club and Messy Mornings continued in this month.
- Wheel Throwing, Ear Climbers & Cuffs, and the Mindful Art In Nature classes commenced in March.

Hearst By The Numbers



Hearst Center for the Arts Activity Report - Cultural Division FY23			
	January	February	March
OVERALL ATTENDANCE			
# of Days Open to Public	25	23	28
Door Counter + any virtual events	1010	1031	1022
Sculpture Garden (est.)	200	200	250
Average visits per day	48.40	53.52	48.93
FREE SERVICES - ATTENDANCE DETAIL			
Exhibition (walk-in)	173	212	202
Special Events (lectures, concerts, film, performance, free workshops)	103	382	154
Regular Monthly Public Programs (Final Thursday, Mid-day Melodies,)	42	50	56
Community Meetings (ACB, Friends, etc.)	10	19	50
Thursday Painters + Majong (add both together)	100	87	138
Tours	0	0	0
Total Free Services Attendance	440	750	600
OUTREACH & VOLUNTEER SVC.			
Volunteers (total number)	3	4	2
Volunteer Hours	8	15	10.25
Offsite Outreach Attendance	12	298	13
Total Number of Free Events (on site & outreach)	13	18	18
PAID SERVICES - ATTENDANCE DETAIL			
Family Workshops	0	5	0
Youth Classes	305	12	11
Adult Classes	97	64	66
Messy Mornings	77	75	49
Camps	0	35	148
Birthday Parties	52	66	0
Rentals	25	3	128
Ceramics Lab	12	4	13
Total Paid Services Attendance	568	264	415
Total Number of Paid Service Events	36	19	28
MEMBERSHIPS			
Total Friends Memberships	191	201	218
New/Renewed this month	31	14	17
Total Revenue from New Memberships	\$2,530	\$2,200	\$930.00
DIGITAL TRAFFIC			
E-News Subscriptions	1,259	1,255	1255
Facebook Views	46299	47994	69,924
Facebook Followers	2,972	3023	3,066
Instagram Followers	1,099	1,107	1,115
Web views	2,500	2,100	1,355
PRESS, # OF OCCURENCES			
Newspaper article	3	6	5
Radio interviews	0	0	0
Press Releases	1	0	0
Social Media Paid ads	2	3	3

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

<i>Type</i>	<i>Project No.</i>	<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Final Out Remains	\$40,000	Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Construction Underway	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Contracts	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Completed	\$150,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Construction Underway	\$800,000	Water Reclamation/ Snyder
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Construction Underway	\$157,876	Cobal/Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Final Out Remains	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Final Out Remains	\$510,299	Engineering Division/Snyder
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Construction Underway	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Snyder K. Cunningham
Streets	RC-000-3230	2022 Street Construction	Street Repair	Final Out Remains	\$3,266,000.00	Engineering Division PCI
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Active	\$3,400,000	Shive Hattery
Streets	RS-000-3275	2021 CFU Street Patching Project	Street and Sidewalk Repair	Final Out	\$161,198	Boulder Contracting/Engineering Division/CFU
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	\$6,000,000	Snyder
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Design	TBD	Snyder
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	Engineering Division Snyder & Associates
Streets	RC-268-3245	Cyber Lane	New Construction	Final Out Remains	\$296,324	Engineering Division Owen Contracting
Streets	SC-000-3311	2023 Seal Coat	Resurfacing	Design	\$200,000	Engineering Division
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Construction Underway	TBD	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Construction Underway	TBD	Engineering Division Foth
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Construction Underway	\$8,700,000	Snyder
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Close Out Remains	\$49,143.69	Iowa Flatworks
Alley/Storm Water	RC-000-3268	2022 Alley Reconstruction	Reconstruction	Close Out Remains	\$508,133.06	Engineering Division Owen Contracting
Streets	RC-000-3299	2023 Street Construction	Reconstruction	Active	\$2,664,000.00	PCI
Streets	RC-000-3283	Main Street Reconstruction	Reconstruction	Active	\$29,900,000.00	PCI

ENGINEERING DIVISION

<i>Project No.</i>	<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
SU-217-3193	Western Homes 10th Addition	New Subdivision	Construction Underway	-----	Claassen/Western Homes
TBD	Arbors Fifth Addition	New Subdivision	Construction Plan Review	-----	Skogman/CGA
TBD	West Fork Crossings	New Subdivision	Construction Plan Review	-----	ISG
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond	-----	Nelson Construction & Development
SU-345-3186	Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 1st Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 2nd Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
SU-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-454-3257	Wild Horse 6th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA

ENGINEERING DIVISION

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Approved	-----	Dahlstrom	Active
Community United Child Care	Nordic Drive	Approved	Approved	CUCCC	Active
D&D Midwest Investments	5630 Westminster Drive	Approved	Approved	VJ	Active
Creekside Condos	Cedar Heights/Valley High	Approved	Approved	Larson/Fehr Graham	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Peters/Axiom	Completed
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
McWing Storage Units	3015/3035 Capital Way	Approved	Approved	Owner	Active
Midway Drive Storage Units	3717 Midway Drive	Approved	-----	Owner/VJ	Active
Pinnacle Prairie Senior Living	Prairie Parkway	Approved	Approved	Nelson/Axiom	Active
River Rec Area	Cedar River	Approved	-----	City of Cedar Falls	Active
The Cove at Spruce Hills	Spruce Hills Dr	Approved	-----	Owner/Snyder	Active
Veridian Credit Union	Brandilynn Boulevard	Approved	-----	Veridian	Active

Department of Public Works

Operations and Maintenance Division

Monthly Report for March 2023

Streets Section:

- Pothole repair was performed during dry days of the month
- Began street sweeping operations
- Responded to multiple winter weather events – 475 gallons of fuel and 130 tons of salt, and 50 gallons of brine were used during the events.
- Managed river flooding events
- Performed concrete repairs at public works complexes
- Performed creek flow maintenance and storm intake maintenance

Traffic Operations:

- 155 traffic control signs and labels were repaired or replaced
- 31 signal repairs were conducted through the month
- Activated radar detection at 18th & Main
- Assisted with security camera repair on the Parkade

Fleet Maintenance:

- 1,021 transactions were recorded through the City's fuel dispensing sites
- Used 12,667 gallons of fuel (5,982 ethanol, 6,695 diesel)
- 141 work orders were processed through the fleet section for the month

Public Buildings:

- Completed various HVAC and mechanical repairs and maintenance throughout public buildings.
- Assisted with office preparation and staff move back to City Hall
- Replaced sump pump at Hearst Center
- Replaced seam room locks at the Recreation Center

Parks:

- Snow and ice control on streets and trails took place throughout the month.
- Continued to Refurbish city parks picnic tables
- Began underbrush and dead tree removals at Island Park as part of the park improvement project.
- Removed twenty-five (25) diseased or damaged trees in public right of way.

Cemetery:

- Performed Four (4) interments
- One (1) space sold in Greenwood Cemetery, one (1) sold in Hillside Cemetery and four (4) sold in Fairview cemetery

Refuse:

- 529 tons of residential solid waste was collected. 334 three-yard container dumps were recorded. Crews responded to 45 residential bulk item collections
- Crews collected 1.1 tons of yard waste from curbside collection
- The Transfer Station hauled 50 loads of solid waste to the Black Hawk County Landfill totaling 820 tons.
- A total of 128 tons of household recyclable material was collected for the month.
- 26 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

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

PLANT OPERATIONS

Plant performance was very good for the month of March. All effluent discharges met permit requirements.

PROJECTS

The UV disinfection system was started up for the year on March 7th. This system is required to run from March 15th through November 15th and disinfects effluent prior to discharge to the Cedar River.

Work continues on the polymer system updates in the Biosolids building.

Bids were received for the annual CIPP (liner) project. The low bid was Municipal Pipe and Tool out of Hudson, Iowa.

The Ice House and Boat House lift stations were turned on for the year. These are seasonal pump stations that only run during the summer recreation season.

INDUSTRIAL PRETREATMENT

The Industrial Pretreatment Permit for the UNI Power Plan was renewed on March 26th. This is a three-year permit which requires the power plant staff to submit regular reports regarding quality and quantity of wastewater discharged to the Water Reclamation Facility. This is required by federal regulation due to the power plants quantity of wastewater discharged.

BIOSOLIDS

409,066 gallons of biosolids were processed and dried for disposal at a later date.

There were 6.6 tons of inorganic material hauled to the landfill for disposal.

SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There were three calls concerning sanitary sewer problems in March. No issues were found in the City main.

We received one after hours lift station call which did not end up being a major issue and was quickly resolved.

Crews cleaned 27,254 feet of sanitary sewer lines and televised 6,876 feet in March, both significant increases over last March and much higher than the 5-year average. Decent weather was a major contributor to these increases.

Crews processed 228 requests to locate sewers in construction areas for the Iowa One Call system. 62 were pertinent and required a field locate. These will increase over the next several months, requiring the majority of one Maintenance Worker's time daily.

STAFF and TRAINING

2022 annual evaluations were completed throughout the month.

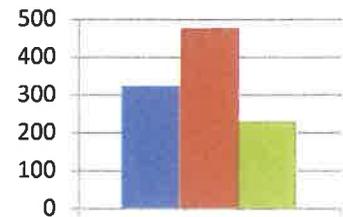
The WRF Supervisor position has been posted and closes at the end of the month.

There remains an Operator 1 opening.

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

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	325	476	231	1,032
Traffic Stops	214	359	543	1,116
Arrests	15	32	60	107
Accidents	37	26	3	66



CEDAR FALLS FIRE

Fire Calls For Service Statistics

Fire	6
Rescue/Medical	124
Service Call	9
Good Intent	15
False Alarm/Call	26
Hazardous Condition/Spec	6
Business Occupancy Inspections	201
Rental Inspections	45

Fire Calls For Service



POLICE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Group A Serious Crimes	106	93	133									
Group B Other Crimes	60	82	89									
Traffic Accidents	117	91	76									
Other Calls	1470	1486	1874									
CFS Totals	1753	1752	2172									

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

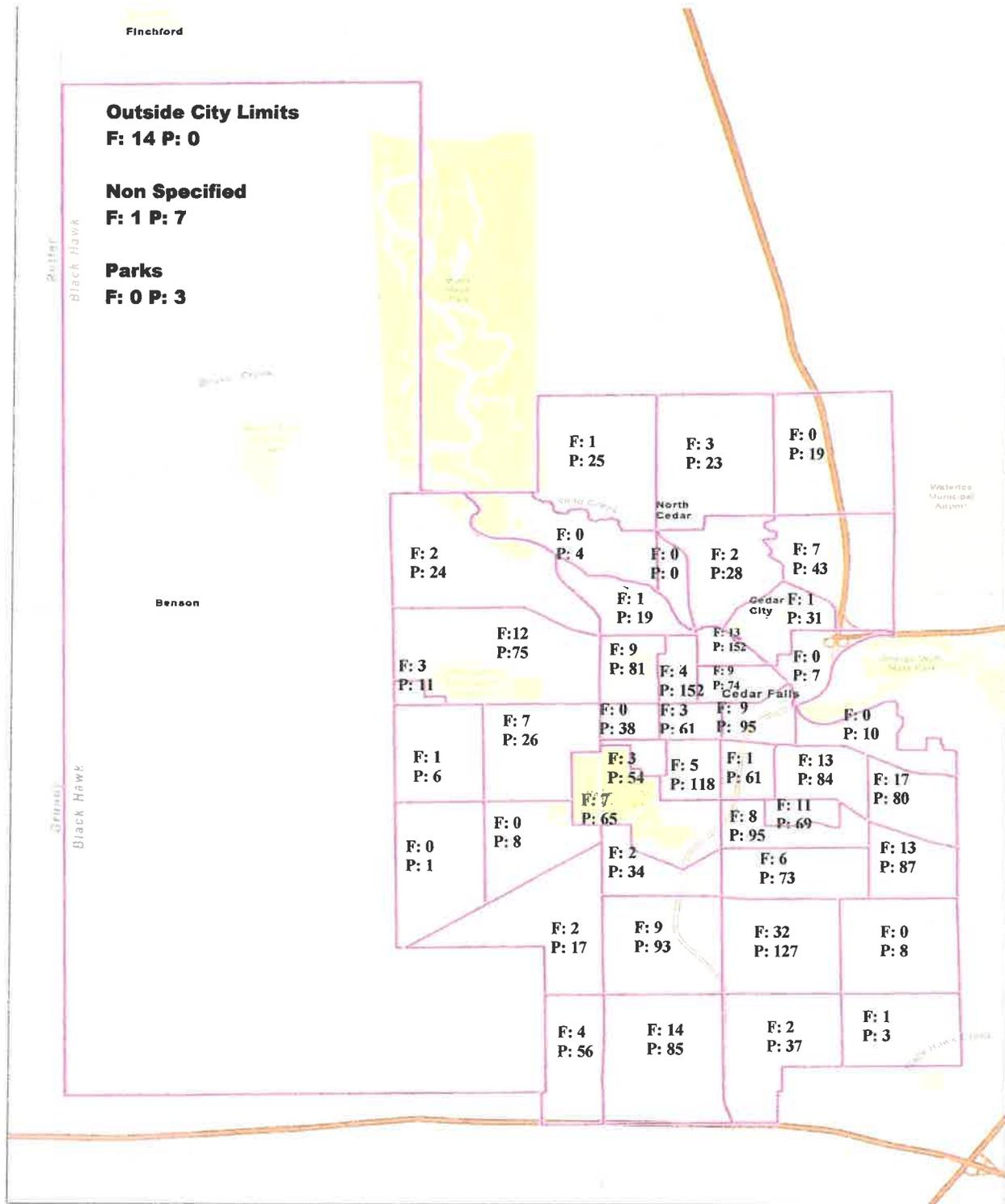
FIRE RESCUE CALLS FOR SERVICE

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

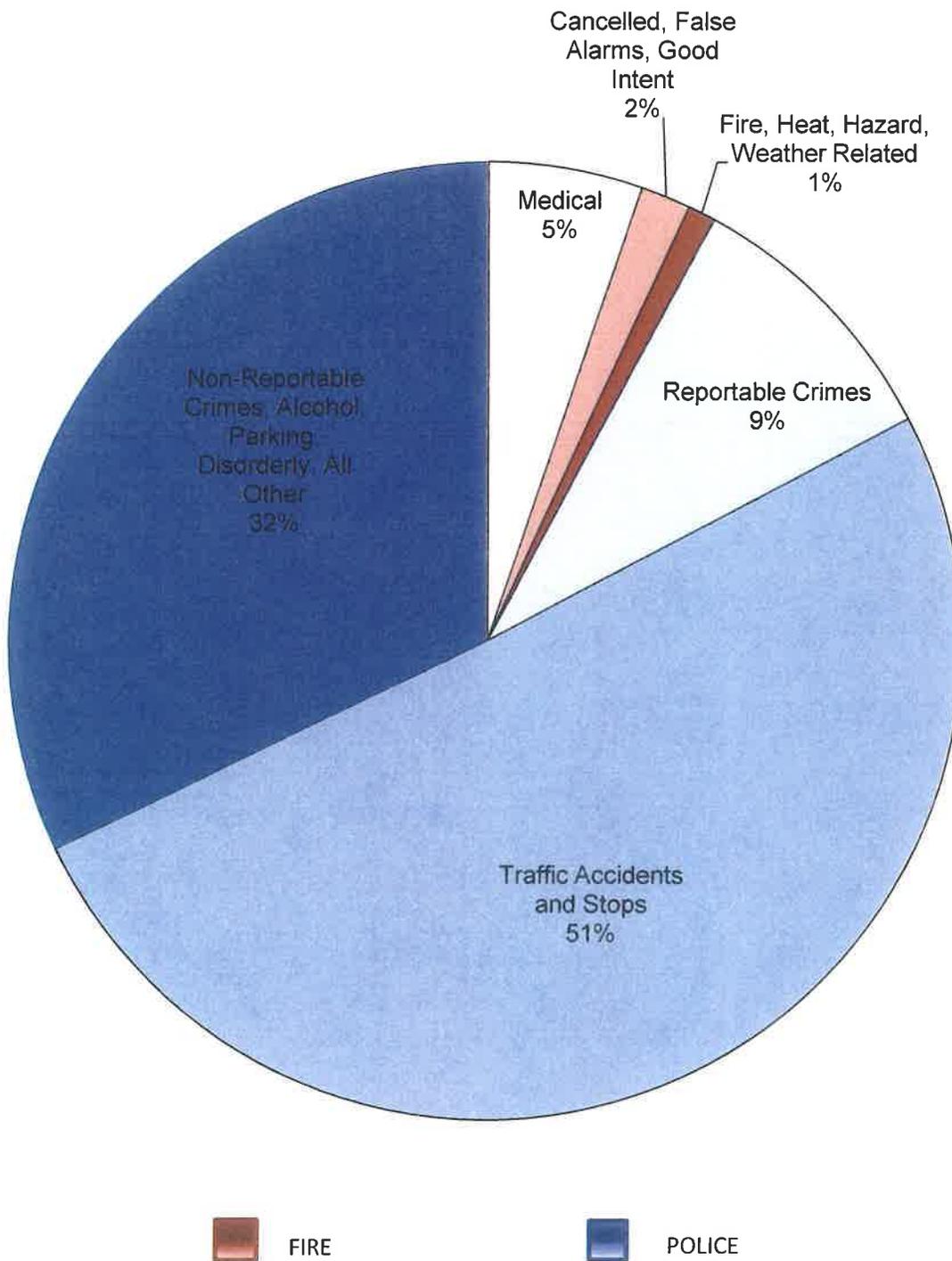
Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Non-Medical CFS	840	911	900	772	841	783	758	917	
Rescue / EMS Related	1367	1570	1437	1022	1272	1328	1541	1509	
Totals	2207	2481	2337	1794	2113	2111	2299	2426	

POLICE STATISTICS:	MAR 2023	Total 2023
Group A Crimes		
Murder/NonNeg Manslaughter	0	0
Kidnapping/Abduction	2	2
Forcible Rape/Sodomy/Fondling	2	5
Robbery	0	0
Assault	12	39
Arson	1	1
Extortion/Blackmail	0	2
Burglary/B&E	12	35
Theft	45	119
Motor Vehicle Theft	0	4
Counterfeit/Forgery	1	11
Fraud	28	60
Embezzlement	1	1
Stolen Property	0	1
Vandalism	10	35
Drug Offenses	17	40
Incest	1	1
Porno/Obscene Material	0	1
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	1	3
Group B Crimes		
Bad Checks	0	0
Disorderly Conduct	1	5
Driving Under Influence	30	73
Drunkenness	11	22
Non-Violent Family Offense	1	3
Liquor Law Violation	2	2
Runaway	1	1
Trespassing	2	3
All Other Offenses	42	117
Group A Total:	133	349
Group B Total:	89	226
Total Reported Crimes:	222	575
Traffic Accidents		
Fatality	0	0
Personal Injury	12	29
Hit and Run	18	55
Property Damage	46	200
Total reported Accidents	76	284
Calls for Service	2172	5677
Total Arrests	96	235

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (March 2023)



Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: BUZZ SMOKE & VAPOR
Physical location address: 2125 COLLEGE ST. SUITE A City: CEDAR FALLS ZIP: IA 50613
Mailing address: 2125 College St. Suite A City: Cedar Falls State: IA ZIP: 50613
Business phone number: 319 260 2247

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: IA ZIP: 50613
Phone number: 319 260 2247 Fax number: _____ Email: buzzvapeshop@gmail.com

Retail Information:

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

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

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

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

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

Name (please print): SHAHID ASLAM Name (please print): _____
Signature: [Signature] Signature: _____
Date: 04-17-2023 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 101 12023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: CLOUD 9 GLASS & NOVELTY
Physical location address: 2125 College St. Suite C City: Cedar Falls ZIP: 50613
Mailing address: 2125 College St. Suite A City: Cedar Falls State: IA ZIP: 50613
Business phone number: 319 251 2006

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: IA ZIP: 50613
Phone number: 319 260 2247 Fax number: _____ Email: BUZZ.VAPESHOP@GMAIL.COM

Retail Information:

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

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

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

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

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

Name (please print): SHAHID ASLAM Name (please print): _____
Signature: [Signature] Signature: _____
Date: 04-17-2023 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) July 1 1 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: 5 Corners Liquor and wine
Physical location address: 809 E 18th St City: Cedar falls ZIP: 50613
Mailing address: 809 E 18th St City: Cedar Falls State: IA ZIP: 50613
Business phone number: 319 266 6975

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP PTI CORP, INC.
Mailing address: SAME City: _____ State: _____ ZIP: _____
Phone number: _____ Fax number: _____ Email: _____

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): Muhammed Shaker Name (please print): _____
Signature: _____ Signature: _____
Date: 04/06/23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Hansen's Dairy Cedar Falls
Physical location address: 123 E. 18th St. City: Cedar Falls ZIP: 50613
Mailing address: 8617 Lincoln Rd. City: Hudson State: IA ZIP: 50643
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 Dairy LLC
Mailing address: 8617 Lincoln Rd. City: Hudson State: IA ZIP: 50643
Phone number: 319-988-9834 Fax number: N/A Email: jordanhansen@hansendairy.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): Jordan Hansen Name (please print): _____
Signature: Jordan Hansen, secretary Signature: _____
Date: 4/12/23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Hillstreet News & Tobacco
Physical location address: 2217 College St. City: Cedar Falls ZIP: 50613
Mailing address: 2217 College St. City: Waterloo State: IA ZIP: 50613
Business phone number: 319-277-7749

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP National Cigar Store Inc.
Mailing address: 617 Sycamore St. City: Waterloo State: IA ZIP: 50703
Phone number: 319-234-5958 Fax number: 319-291-8058 Email: john@nationalcigar.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): JOHN E. VEHLAND Name (please print): _____
Signature: John E. Vehlund Signature: John E. Vehlund
Date: 4-12-23 Date: 4-12-23

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) July 1 / 1 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: King Star
Physical location address: 2228 Lincoln St City: Cedar Falls ZIP: 50613
Mailing address: Same as above City: _____ State: _____ ZIP: _____
Business phone number: 319-610-7612

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Gracious Food LLC
Mailing address: Same as above City: _____ State: _____ ZIP: _____
Phone number: _____ Fax number: _____ Email: _____

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): Muhammed Bhatia Name (please print): _____
Signature: [Signature] Signature: _____
Date: 07/16/2023 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) July 1 / 23 through June 30, 24

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

Business Information:

Trade name/Doing business as: BSE Inc (PRIME MART 4)
Physical location address: 2323 MAIN ST City: Cedar Falls ZIP: 50613
Mailing address: SAME City: _____ State: _____ ZIP: _____
Business phone number: 319-268-4100

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP BSE INC
Mailing address: SAME City: _____ State: _____ ZIP: _____
Phone number: _____ Fax number: _____ Email: PRIMEMARTSTORES@HOTMAIL.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 No 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): SHAHIDINA CHATHA Name (please print): _____
Signature: Shahidina Chatha Signature: _____
Date: 4/10/23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

- Email: iapledge@iowaabd.com
- 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

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: April 24, 2023
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) CVS/Pharmacy, 2302 West 1st Street, Class E retail alcohol – renewal.
- b) Cedar Basin Music Festival, Sturgis Park, Special Class C retail alcohol & outdoor service - 5-day permit.
- c) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street including adjacent sidewalks, Special Class C retail alcohol & outdoor service – seven 5-day permits (June 2-6, June 9-13, July 6-10, July 13-17, July 27-31, August 10-14, and August 17-21).

RESOLUTION NO. 6505

RESOLUTION DECLARING SURPLUS FUNDS AND AUTHORIZING THE PERMANENT TRANSFER OF FUNDS FROM THE MUNICIPAL ELECTRIC AND GAS UTILITIES TO THE CITY OF CEDAR FALLS

Whereas, in accordance with Resolution No. 6027, the Boards of Trustees of the Municipal Electric and Gas Utilities of the City of Cedar Falls, Iowa, have determined that there are surplus funds available in the Municipal Electric and Gas Utilities; and

Whereas, the Boards of Trustees have further determined that a transfer of surplus funds from the Municipal Electric and Gas Utilities should be made to the City of Cedar Falls, Iowa, in accordance with Section 384.89 of the Code of Iowa; and

Whereas, the Boards of Trustees have chosen to direct the transferred funds to the City of Cedar Falls' General Fund, as outlined below; and

Whereas, the transfer of surplus funds is to be permanent; and

Whereas, in accordance with Section 384.89 of the Code of Iowa, the transfer of surplus funds is subject to the approval of the Cedar Falls City Council.

Now, Therefore, Be It Resolved by the Boards of Trustees of the Municipal Electric and Gas Utilities of the City of Cedar Falls, Iowa, as follows:

- 1. That the sum of \$2,543,741.00 shall be transferred from the surplus funds of the Municipal Electric Utility to the General Fund of the City of Cedar Falls, Iowa, subject, however, to the City Council of the City of Cedar Falls approving this transfer by resolution, and the approving resolution being certified to the Board of Trustees.
2. That the sum of \$604,416.00 shall be transferred from the surplus funds of the Municipal Gas Utility to the General Fund of the City of Cedar Falls, Iowa, subject, however, to the City Council of the City of Cedar Falls approving this transfer by resolution, and the approving resolution being certified to the Board of Trustees.
3. The Director of Finance & Organizational Services of the Municipal Electric and Gas Utilities is directed to make proper entries in the books of the Utilities and to notify the City Clerk of this transfer when properly approved as herein required and shall accompany the notification with a copy of this Resolution.

Introduced and Adopted this 12th day of April, 2023.

Attest:

[Handwritten signature of Debra S. Iehl]

Debra S. Iehl - Chair

[Handwritten signature of Jeffrey J. Engel]

Jeffrey J. Engel - Secretary

The above Resolution was moved by Trustee McAlister and seconded by Trustee Soneson. Upon call of the roll the following Trustees voted:

Aye: Iehl, McAlister, Engel, Soneson
Nay: None
Absent: Prideaux

I hereby certify the above to be a true and correct copy of Resolution No. 6504 passed by the Boards of Trustees of the Municipal Electric and Gas Utilities of the City of Cedar Falls, Iowa, on the 12th day of April, 2023.

[Handwritten signature of Debra S. Iehl]

Debra S. Iehl - Chair



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: March 21, 2023
SUBJECT: Property Assessments

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

Andrew Thomas
210 W. 22nd Street
Cedar Falls, IA 50613

134.69 January 2023
2.02 2023 (fees)
\$136.71 Total owed

Property address: 210 W. 22nd St., CF
Parcel #8914-13-340-002

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

ANDREW THOMAS

TO THE ABOVE-NAMED PERSON(S): Andrew Thomas

PROPERTY DESCRIPTION: 210 West 22nd Street, Cedar Falls, Iowa
Black Hawk County Parcel #8914-13-340-002

LEGAL DESCRIPTION OF PROPERTY: NORMAL ADDITION E ½ LOT 18 BLK
15, Cedar Falls, Black Hawk County,
Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 210 West 22nd Street, pursuant to City of Cedar Falls Ordinance Section 19-185. This matter is currently set on the Cedar Falls City Council agenda for **May 1st, 2023**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 
Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

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

RESOLUTION NO.

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 210 West 22ND STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-340-002.

WHEREAS, it was determined that the property located at 210 West 22nd Street, being legally described as Normal Addition E ½ Lot, 18 Blk 15, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-340-002, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 210 West 22nd Street (Parcel ID 8914-13-340-002) to be cleared, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of **\$188.71**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

NORMAL ADDITION E ½ LOT 18 BLK 15, Cedar Falls, Black Hawk County, Iowa.
Parcel ID 8914-13-340-002.

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

PASSED AND ADOPTED this 1st day of May, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATEMENT OF ACCOUNT

PAGE

1

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

(319) 273-8600

DATE: 2/28/23

TO: ANDREW THOMAS
210 W 22ND STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 5821/5821

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23	39511	2/13/23	134.69
		PER ORDINANCE 19-185;19-4			
		PROFESSIONAL LAWN CARE INV.#18684			\$93.75
		CODE ENFORCEMENT			\$40.94
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	2.02

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
2.02	134.69		

DUE DATE: 3/30/23

PAYMENT DUE: 136.71
TOTAL DUE: \$136.71

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/28/23 DUE DATE: 3/30/23 NAME: THOMAS, ANDREW
CUSTOMER NO: 5821/5821 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$136.71



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

March 3, 2023

Andrew Thomas
210 W. 22nd Street
Cedar Falls, IA 50613

Dear Andrew Thomas,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal on 1/3/23 for \$134.69, as well as late fees of \$2.02 for a total amount due of \$136.71. **If no payment is received by March 20, 2023, we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig". The signature is written in a cursive style.

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

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

(319) 273-8600

TO: ANDREW THOMAS
210 W 22ND STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39511
DATE: 1/12/23

CUSTOMER NO: 5821/5821

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4	134.69	134.69
	PROFESSIONAL LAWN CARE INV.#18684		\$93.75
	CODE ENFORCEMENT		\$40.94

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

TOTAL DUE: \$134.69

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/12/23 DUE DATE: 2/13/23
CUSTOMER NO: 5821/5821

NAME: THOMAS, ANDREW
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39511
TERMS: NET 30 DAYS

AMOUNT: \$134.69



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 12/28/2022 Case # 22-0908-SNOW
PROPERTY ADDRESS: 210 W 22nd St
Cedar Falls, IA 50613

Andrew Thomas
210 W 22nd St
Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 210 W 22nd St, Cedar Falls, IA 50613

Dear Property Owner/Manager,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

If the owner does not remove the snow and ice from the sidewalk within 48 hours from the date of this notice, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in cursive script that reads "Adam Spray".

Adam Spray
Code Enforcement

Professional Lawn Care, LLC

Dennis Lickteig
 P.O. Box 1942
 Waterloo, Iowa 50704
 Phone (319) 233-3942
 Prolawn@mchsi.com



Snow Removal
 Salt & Sand
 Parking Lots
 Hauling Snow
 Irrigation Repair

City of Cedar Falls Dept. of Public Works
 2200 Technology Parkway
 Cedar Falls, IA 50613
 319-273-8629

Garden Tilling
 Power Raking
 Hedge Trimming
 Tree Pruning
 Weed Mowing
 Lawn Mowing
 Garden Plowing
 Fall Clean up
 Vacuum Leaf Raking

Date

Invoice Number 18684

1/3/2023	Clean sidewalk and salted at 3403 Round .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 4716 Briarwood Dr. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 210 W. 22nd St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1022W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1122 W. 22nd St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 410 W. 22nd St. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 818 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 804 W. Seerley 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2413 Olive St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2503 Olive St. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2522 Walnut. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 514 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 710W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2208 Walnut. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 824 W. 7th St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 1103 College St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2221 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 2301 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2303 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1915 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1922 Valley Park 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 1926 Valley Park .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1804 Waterloo Rd. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 1632 East St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 808 E. 18th St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 5826 University Ave. 3.25 hour @ \$125.00 hour	\$406.25
	Under snow was thick ice so you can see some took longer then others	

Thank You, We appreciate your Business

Sum of Charges	\$2,843.75
Tax	\$0.00
Total	\$2,843.75





Beacon™ Black Hawk County, IA

Summary

Parcel ID 891413340002
Alternate ID
Property Address 210 W 22ND ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description NORMAL ADDITION E 1/2 LOT 18 BLK 15
 (Note: Not to be used on legal documents)
Deed Book/Page 202200024424 (6/16/2022)
Contract Book/Page
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-14

Owner information

Deed
[THOMAS, ANDREW R](#)
 210 W 22ND ST
 CEDAR FALLS IA 50613

Mail To
[THOMAS, ANDREW R](#)
 210 W 22ND ST
 CEDAR FALLS IA 50613

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
6/10/2022	MC LEAN,PADRAIC M	THOMAS,ANDREW R	2022-00024424	NORMAL	Deed		\$162,900.00
10/27/2014	MC FARLANE,KARI M	MC LEAN,PADRAIC M	2015-00018880	NORMAL	Deed		\$140,000.00
12/2/2010	BAILEY,ANNE	MC FARLANE,KARI M	2011-00011264	NORMAL ARMS-LENGTH TRANSACTION - 09/11	Deed		\$145,000.00
5/19/2006	BAILEY,BRUCE J	BAILEY,ANNE	2006-27883	SALE BETWEEN FAMILY MEMBERS - PRIOR 09	Deed		\$134,000.00
9/26/2001	STRATTON,JOHN L	BAILEY,BRUCE J	680-367	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$87,300.00
7/27/1988			600-864	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$27,000.00

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 66.00 x 66.00
Lot Area 0.10 Acres; 4,356 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Single-Family / Owner Occupied
Style 1 Story Frame
Architectural Style N/A
Year Built 1933
Exterior Material Vinyl
Total Gross Living Area 1,269 SF
Attic Type 1/2 Finished; 329 SF
Number of Rooms 8 above; 0 below
Number of Bedrooms 4 above; 0 below
Basement Area Type Full
Basement Area 940
Basement Finished Area 200 - Minimal Finish
Plumbing 1 Standard Bath - 3 Fi; 1 Water Closet; 1 Mtl Stall Shower;
Central Air Yes
Heat Yes
Fireplaces
Porches 1S Frame Enclosed (120 SF);
Decks Wood Deck (232 SF);
Additions
Garages Basement Stall - 1 stall;

Permits

Permit #	Date	Description	Amount
CF HA 00315	07/31/2020	A/C	0
CF 18588	11/08/2010	Roof	5,700

Valuation

	2022	2021	2020	2019	2018
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$22,110	\$22,110	\$14,370	\$14,370	\$14,370
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$110,860	\$110,860	\$110,860	\$110,860	\$110,860
= Gross Assessed Value	\$132,970	\$132,970	\$125,230	\$125,230	\$125,230
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$132,970	\$132,970	\$125,230	\$125,230	\$125,230

Taxation

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
+ Taxable Land Value	\$11,968	\$8,106	\$7,914	\$8,179
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$60,009	\$62,535	\$61,055	\$63,099
= Gross Taxable Value	\$71,977	\$70,641	\$68,969	\$71,278
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$71,977	\$70,641	\$68,969	\$71,278
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$2,484.34	\$2,331.74	\$2,285.70	\$2,319.18
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	(\$157.81)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$2,484.34	\$2,331.74	\$2,285.70	\$2,161.37

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,242	Yes	3/14/2023	457523
	September 2022	\$1,242	Yes	9/21/2022	
2020	March 2022	\$1,166	Yes	2/25/2022	370219
	September 2021	\$1,166	Yes	9/17/2021	
2019	March 2021	\$1,143	Yes	3/9/2021	206137
	September 2020	\$1,143	Yes	9/17/2020	
2018	March 2020	\$1,081	Yes	3/18/2020	067913
	September 2019	\$1,081	Yes	9/20/2019	
2017	March 2019	\$1,077	Yes	3/15/2019	067913
	September 2018	\$1,077	Yes	9/26/2018	
2016	March 2018	\$1,102	Yes	3/20/2018	067913
	September 2017	\$1,102	Yes	9/15/2017	

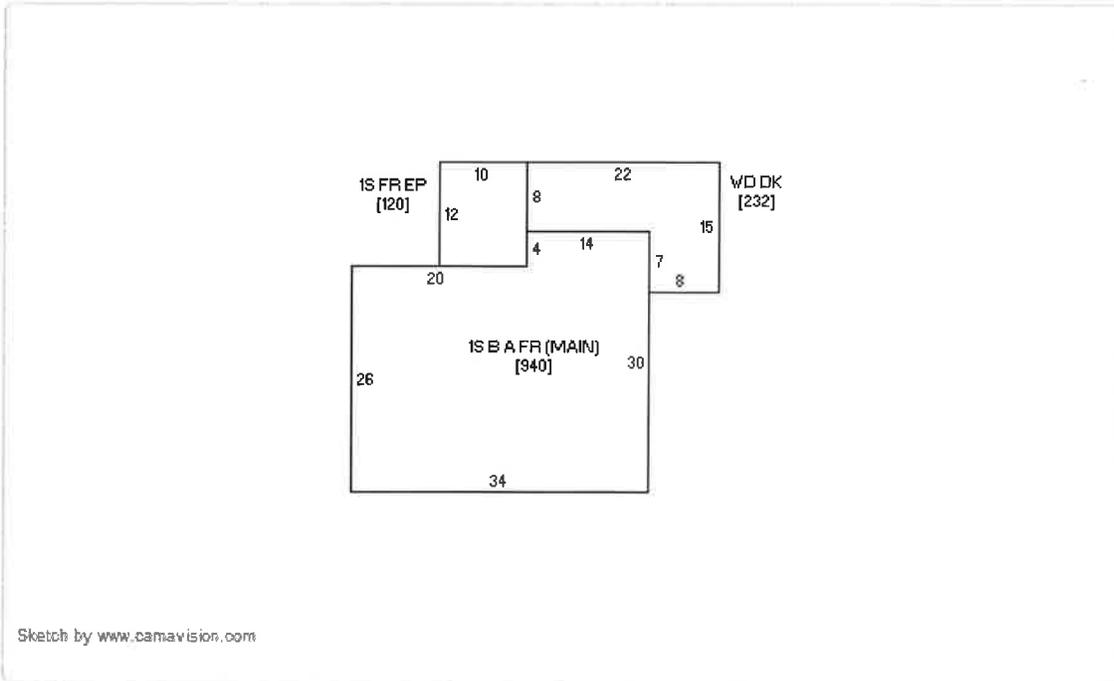
Pay Property Taxes

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

Photos

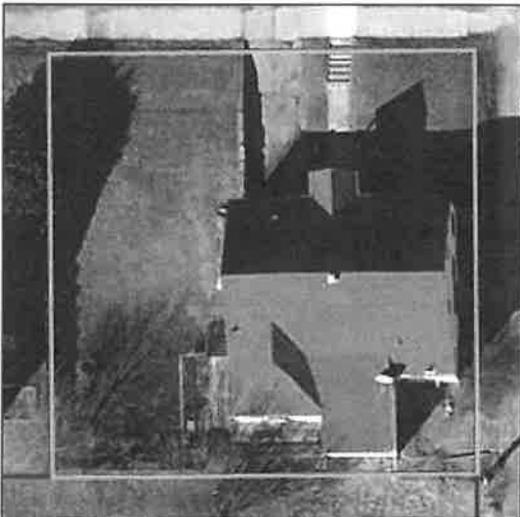


Sketches



Sketch by www.camavision.com

Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

03/21/2020

To:

03/21/2023

[Sales by Neighborhood](#)

[Sales by Subdivision](#)

1500

Feet ▼

[Sales by Distance](#)

Address Change Form

[Link to the Address Change Form](#)

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

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

[User Privacy Policy](#)
[GDPR Privacy Notice](#)



Last Data Upload: 3/21/2023, 12:29:11 AM

Version 2.3.253



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: March 22, 2023
SUBJECT: Property Assessments

Attached is the paperwork regarding three (3) snow/ice removal by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Barbara & Walter Dekock
1015 Clay Street
Cedar Falls, IA 50613

727.33 January 2023
8.37 2023 (fees)
\$735.70 Total owed

Property address: 804 Seerley Blvd., CF
Parcel #8914-13-353-003

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

BARBARA & WALTER DEKOCK

TO THE ABOVE-NAMED PERSON(S): Barbara & Walter DeKock

PROPERTY DESCRIPTION: 804 Seerley Blvd, Cedar Falls, Iowa
Black Hawk County Parcel #8914-13-353-003

LEGAL DESCRIPTION OF PROPERTY: AUDITORS PLAT NO 18 CF LOT 29
AND EASE BK 102 P 93, Cedar Falls,
Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 804 Seerley Blvd, pursuant to City of Cedar Falls Ordinance Section 19-185. This matter is currently set on the Cedar Falls City Council agenda for **May 1st, 2023**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 
Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

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

RESOLUTION NO.

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 804 SEERLEY BLVD, CEDAR FALLS, IOWA, PARCEL ID 8914-13-353-003.

WHEREAS, it was determined that the property located at 804 Seerley Blvd, being legally described as Auditors Plat No. 18 CF Lot 29 And Ease BK 102 P 93, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-353-003, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 804 Seerley Blvd (Parcel ID 8914-13-353-003) to be cleared, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of **\$787.70**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

AUDITORS PLAT NO 18 CF LOT 29 AND EASE BK 102 P 93, Cedar Falls, Black Hawk County, Iowa. Parcel ID 8914-13-353-003.

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

PASSED AND ADOPTED this 1st day of May, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	3.43
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	2.49
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	1.55
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	1.55
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	2.60
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	5.88
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	7.29
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	3.54

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
642.23	1889.17		

DUE DATE: 3/30/23

PAYMENT DUE: 2,531.40
TOTAL DUE: \$2,531.40

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/28/23 DUE DATE: 3/30/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$2,531.40

STATEMENT OF ACCOUNT

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
 1015 CLAY STREET
 CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
		PROFESSIONAL LAWN CARE INV.#18690			\$343.75
		CODE ENFORCEMENT			\$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 39586		2/27/23	486.04
		PER ORDINANCE 19-185;19-4			
		LOCATION: 818 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18690			\$437.50
		CODE ENFORCEMENT			\$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 39586		2/27/23	236.04
		PER ORDINANCE 19-185;19-4			
		LOCATION: 1122 W. 22ND STREET			
		PROFESSIONAL LAWN CARE INV.#18690			\$187.50
		CODE ENFORCEMENT			\$48.54
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 1122 W. 22ND STREET			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	106.60
		PER ORDINANCE 19-185;19-4			
		LOCATION: 2413 OLIVE STREET			
		PROFESSIONAL LAWN CARE INV.#18755			\$62.50
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 818 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 804 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10

CONTINUED ON NEXT PAGE...

STATEMENT OF ACCOUNT

PAGE

1

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
 1015 CLAY STREET
 CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
CESNW	1/12/23	DEKOCK, BARBARA & WALTER SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	39490	2/13/23	228.44
					\$187.50
					\$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	39490	2/13/23	165.94
					\$125.00
					\$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	39490	2/13/23	103.44
					\$62.50
					\$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	39490	2/13/23	103.44
					\$62.50
					\$40.94
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	39586	2/27/23	173.54
					\$125.00
					\$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD.	39586	2/27/23	392.29

CONTINUED ON NEXT PAGE...



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

March 3, 2023

Barbara & Walter DeKock
1015 Clay Street
Cedar Falls, IA 50613

Dear Barbara & Walter DeKock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal at 804 W. Seerley Blvd. on 1/3/23, 1/24/23 & 1/31/23 for \$727.33, as well as late fees of \$8.37 for a total amount due of \$735.7. **If no payment is received by March 20, 2023, we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39490
DATE: 1/12/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	228.44	228.44
			\$187.50
			\$40.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	165.94	165.94
			\$125.00
			\$40.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	103.44	103.44
			\$62.50
			\$40.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	103.44	103.44
			\$62.50
			\$40.94

DATE: 1/12/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39490
TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39490
DATE: 1/12/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$601.26

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/12/23 DUE DATE: 2/13/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39490
TERMS: NET 30 DAYS

AMOUNT: \$601.26

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39586
DATE: 1/27/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	173.54	173.54
			\$125.00
			\$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	392.29	392.29
			\$343.75
			\$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	486.04	486.04
			\$437.50
			\$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	236.04	236.04
			\$187.50
			\$48.54

DATE: 1/27/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39586
TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39586
DATE: 1/27/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$1,287.91

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/27/23 DUE DATE: 2/27/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39586
TERMS: NET 30 DAYS

AMOUNT: \$1,287.91

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39628
DATE: 2/07/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10 \$125.00 \$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	106.60	106.60 \$62.50 \$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10 \$125.00 \$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10 \$125.00 \$44.10

DATE: 2/07/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39628
TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39628
DATE: 2/07/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$613.90

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/07/23 DUE DATE: 3/09/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39628
TERMS: NET 30 DAYS

AMOUNT: \$613.90



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 12/28/2022 Case # 22-0894-SNOW

PROPERTY ADDRESS: 804 Seerley Blvd
Cedar Falls, IA 50613

Walter DeKock
1015 Clay St
Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 804 Seerley Blvd, Cedar Falls, IA 50613

Dear Property Owner/Manager,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

If the owner does not remove the snow and ice from the sidewalk within 48 hours from the date of this notice, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink that reads "Adam Spray". The signature is written in a cursive, flowing style.

Adam Spray
Code Enforcement

Professional Lawn Care, LLC

Dennis Lickteig
 P.O. Box 1942
 Waterloo, Iowa 50704
 Phone (319) 233-3942
 Prolawn@mchsi.com



Snow Removal
 Salt & Sand
 Parking Lots
 Hauling Snow
 Irrigation Repair

City of Cedar Falls Dept. of Public Works
 2200 Technology Parkway
 Cedar Falls, IA 50613
 319-273-8629

Garden Tilling
 Power Raking
 Hedge Trimming
 Tree Pruning
 Weed Mowing
 Lawn Mowing
 Garden Plowing
 Fall Clean up
 Vacuum Leaf Raking

Date

Invoice Number 18684

1/3/2023	Clean sidewalk and salted at 3403 Round .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 4716 Briarwood Dr. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 210 W. 22nd St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1022W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1122 W. 22nd St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 410 W. 22nd St. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 818 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 804 W. Seerley 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2413 Olive St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2503 Olive St. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2522 Walnut. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 514 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 710W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2208 Walnut. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 824 W. 7th St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 1103 College St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2221 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 2301 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2303 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1915 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1922 Valley Park 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 1926 Valley Park .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1804 Waterloo Rd. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 1632 East St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 808 E. 18th St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 5826 University Ave. 3.25 hour @ \$125.00 hour	\$406.25
	Under snow was thick ice so you can see some took longer then others	

Thank You, We appreciate your Business

Sum of Charges	\$2,843.75
Tax	\$0.00
Total	\$2,843.75

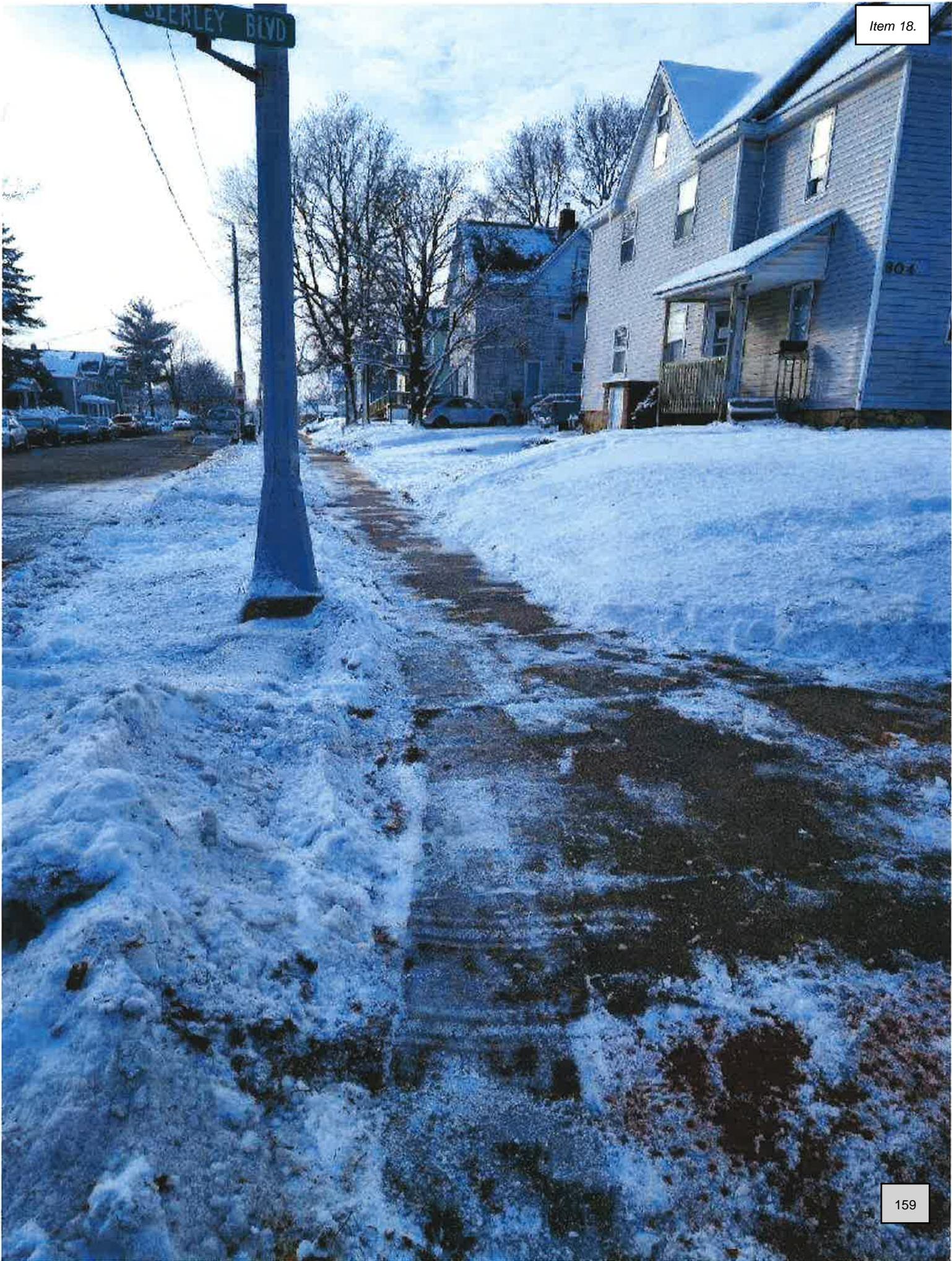












Item 18.





Beacon™ Black Hawk County, IA

Summary

Parcel ID 891413353003
Alternate ID
Property Address 804 SEERLEY BLVD
 806 SEERLEY BLVD
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description AUDITORS PLAT NO 18 CF LOT 29 AND EASE BK 102 P 93
 (Note: Not to be used on legal documents)
Deed Book/Page [CLD-635-539 \(6/17/1993\)](#)
Contract Book/Page
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-14

Owner information

Deed
[DE KOCK, WALTER J](#)
 1015 CLAY ST
 CEDAR FALLS IA 50613

Deed
[DE KOCK, BARBARA K](#)
 1015 CLAY ST
 CEDAR FALLS IA 50613

Mail To
[DE KOCK, WALTER J](#)
 1015 CLAY ST
 CEDAR FALLS IA 50613

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
6/3/1993			635-539	SALE BETWEEN FAMILY MEMBERS - PRIOR 09	Deed		\$48,000.00

Show There are other parcels involved in one or more of the above sales:

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 66.00 x 99.00
Lot Area 0.15 Acres; 6,534 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Two-Family Conversion
Style 2 Story Frame
Architectural Style N/A
Year Built 1895
Exterior Material Vinyl
Total Gross Living Area 2,601 SF
Attic Type 1/4 Finished; 289 SF
Number of Rooms 11 above; 0 below
Number of Bedrooms 7 above; 0 below
Basement Area Type Full
Basement Area 1,156
Basement Finished Area
Plumbing 2 Shower Stall Bath -3; 1 Sink;
Central Air Yes
Heat Yes
Fireplaces
Porches 15 Frame Open (40 SF);
Decks Canopy/Roof OH NV (80 SF); Canopy/Roof OH NV (40 SF);
Additions
Garages

Permits

Permit #	Date	Description	Amount
CF 6488	03/23/2006	Windows	250
CF 1161	02/24/2003	Roof	2,313

163

Valuation

Classification	2022	2021	2020	2019	2018
Residential	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$29,040	\$29,040	\$18,880	\$18,880	\$18,880
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$147,930	\$147,930	\$147,930	\$147,930	\$133,140
= Gross Assessed Value	\$176,970	\$176,970	\$166,810	\$166,810	\$152,020
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$176,970	\$176,970	\$166,810	\$166,810	\$152,020

Taxation

	2021	2020	2019	2018
	Pay 2022-2023	Pay 2021-2022	Pay 2020-2021	Pay 2019-2020
+ Taxable Land Value	\$15,719	\$10,650	\$10,398	\$10,746
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$80,075	\$83,446	\$81,471	\$75,781
= Gross Taxable Value	\$95,794	\$94,096	\$91,869	\$86,527
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$95,794	\$94,096	\$91,869	\$86,527
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$3,306.40	\$3,105.96	\$3,044.63	\$2,815.34
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$3,306.40	\$3,105.96	\$3,044.63	\$2,815.34

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,653	No		457590
	September 2022	\$1,653	Yes	9/29/2022	
2020	March 2022	\$1,553	Yes	3/22/2022	315865
	September 2021	\$1,553	Yes	9/29/2021	
2019	March 2021	\$1,522	Yes	3/30/2021	274595
	September 2020	\$1,522	Yes	9/29/2020	
2018	March 2020	\$1,408	Yes	3/30/2020	067958
	September 2019	\$1,408	Yes	10/1/2019	
2017	March 2019	\$1,405	Yes	4/3/2019	067958
	September 2018	\$1,405	Yes	10/2/2018	
2016	March 2018	\$1,435	Yes	4/4/2018	067958
	September 2017	\$1,435	Yes	10/3/2017	

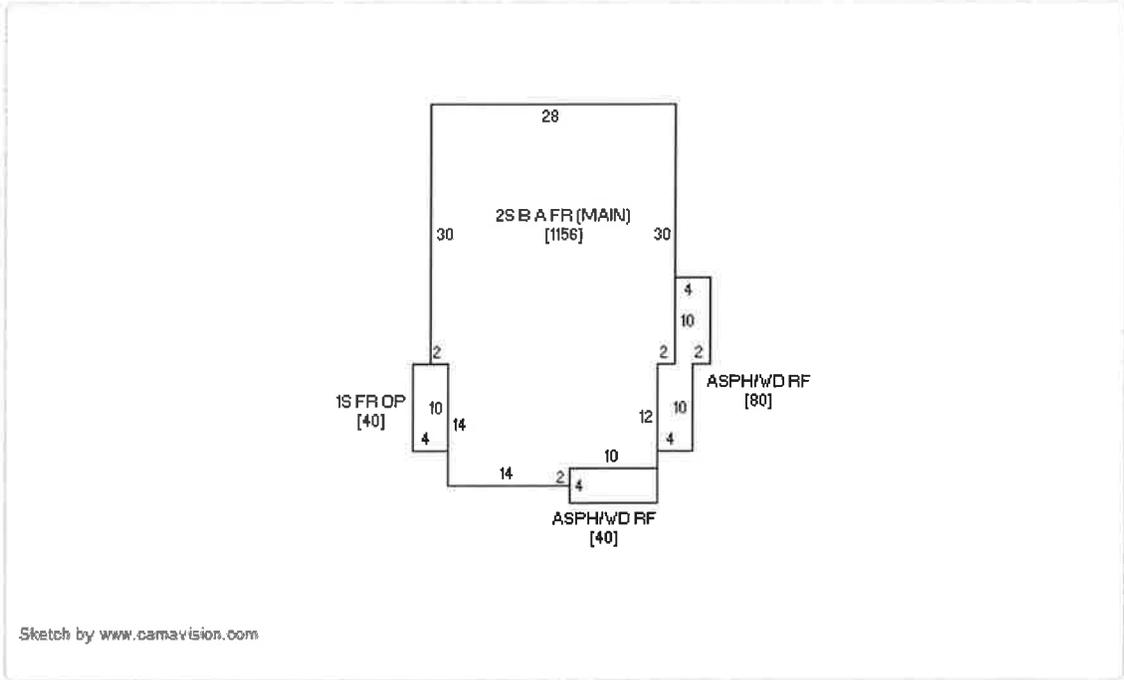
Pay Property Taxes

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

Photos



Sketches



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

03/22/2020

To:

03/22/2023

Sales by Neighborhood

Sales by Subdivision

1500

Feet ▼

Sales by Distance

Address Change Form

Link to the Address Change Form

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

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

[User Privacy Policy](#)
[GDPR Privacy Notice](#)



Last Data Upload: 3/22/2023, 1:07:18 AM

Version 2.3.253



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: March 23, 2023
SUBJECT: Property Assessments

Attached is the paperwork regarding three (3) snow/ice removal by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Barbara & Walter Dekock
1015 Clay Street
Cedar Falls, IA 50613

758.58 January 2023
8.84 2023 (fees)
\$767.42 Total owed

Property address: 818 Seerley Blvd., CF
Parcel #8914-13-353-011

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

BARBARA & WALTER DEKOCK

TO THE ABOVE-NAMED PERSON(S):

Barbara & Walter DeKock

PROPERTY DESCRIPTION:

818 Seerley Blvd, Cedar Falls, Iowa
Black Hawk County Parcel #8914-13-353-011

LEGAL DESCRIPTION OF PROPERTY:

AUDITORS PLAT NO 18 CF LOT 27
LOT 31, Cedar Falls, Black Hawk
County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 818 Seerley Blvd, pursuant to City of Cedar Falls Ordinance Section 19-185. This matter is currently set on the Cedar Falls City Council agenda for **May 1st, 2023**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

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

RESOLUTION NO.

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 818 SEERLEY BLVD, CEDAR FALLS, IOWA, PARCEL ID 8914-13-353-011.

WHEREAS, it was determined that the property located at 818 Seerley Blvd, being legally described as Auditors Plat No. 18 CF Lot 27 Lot 31, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-353-011, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 818 Seerley Blvd (Parcel ID 8914-13-353-011) to be cleared, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of **\$819.42**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

AUDITORS PLAT NO 18 CF LOT 27 LOT 31, Cedar Falls, Black Hawk County, Iowa.
Parcel ID 8914-13-353-011.

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

PASSED AND ADOPTED this 1st day of May, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	3.43
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	2.49
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	1.55
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	1.55
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	2.60
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	5.88
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	7.29
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	3.54

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
642.23	1889.17		

DUE DATE: 3/30/23

PAYMENT DUE: 2,531.40
TOTAL DUE: \$2,531.40

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/28/23 DUE DATE: 3/30/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$2,531.40

STATEMENT OF ACCOUNT

PAGE

2

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
 1015 CLAY STREET
 CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
		PROFESSIONAL LAWN CARE INV.#18690			\$343.75
		CODE ENFORCEMENT			\$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 39586		2/27/23	486.04
		PER ORDINANCE 19-185;19-4			
		LOCATION: 818 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18690			\$437.50
		CODE ENFORCEMENT			\$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 39586		2/27/23	236.04
		PER ORDINANCE 19-185;19-4			
		LOCATION: 1122 W. 22ND STREET			
		PROFESSIONAL LAWN CARE INV.#18690			\$187.50
		CODE ENFORCEMENT			\$48.54
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 1122 W. 22ND STREET			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	106.60
		PER ORDINANCE 19-185;19-4			
		LOCATION: 2413 OLIVE STREET			
		PROFESSIONAL LAWN CARE INV.#18755			\$62.50
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 818 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 804 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10

CONTINUED ON NEXT PAGE...

STATEMENT OF ACCOUNT

PAGE

1

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
 1015 CLAY STREET
 CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
CESNW	1/12/23	DEKOCK, BARBARA & WALTER SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET	39490	2/13/23	228.44
		PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT			\$187.50 \$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD.	39490	2/13/23	165.94
		PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT			\$125.00 \$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD.	39490	2/13/23	103.44
		PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT			\$62.50 \$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET	39490	2/13/23	103.44
		PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT			\$62.50 \$40.94
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET	39586	2/27/23	173.54
		PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT			\$125.00 \$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD.	39586	2/27/23	392.29

CONTINUED ON NEXT PAGE...



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

March 3, 2023

Barbara & Walter DeKock
1015 Clay Street
Cedar Falls, IA 50613

Dear Barbara & Walter DeKock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal at 818 W. Seerley Blvd. on 1/3/23, 1/24/23 & 1/31/23 for \$758.58, as well as late fees of \$8.84 for a total amount due of \$767.42. **If no payment is received by March 20, 2023, we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
 1015 CLAY STREET
 CEDAR FALLS, IA 50613

INVOICE NO: 39490
 DATE: 1/12/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	228.44	228.44
			\$187.50
			\$40.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	165.94	165.94
			\$125.00
			\$40.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	103.44	103.44
			\$62.50
			\$40.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	103.44	103.44
			\$62.50
			\$40.94

DATE: 1/12/23
 CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39490
 TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39490
DATE: 1/12/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$601.26

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/12/23 DUE DATE: 2/13/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39490
TERMS: NET 30 DAYS

AMOUNT: \$601.26

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39586
DATE: 1/27/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	173.54	173.54
			\$125.00
			\$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	392.29	392.29
			\$343.75
			\$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	486.04	486.04
			\$437.50
			\$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	236.04	236.04
			\$187.50
			\$48.54

DATE: 1/27/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39586
TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39586
DATE: 1/27/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$1,287.91

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/27/23 DUE DATE: 2/27/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39586
TERMS: NET 30 DAYS

AMOUNT: \$1,287.91

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
 1015 CLAY STREET
 CEDAR FALLS, IA 50613

INVOICE NO: 39628
 DATE: 2/07/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10
			\$125.00
			\$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	106.60	106.60
			\$62.50
			\$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10
			\$125.00
			\$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10
			\$125.00
			\$44.10

DATE: 2/07/23
 CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39628
 TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39628
DATE: 2/07/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$613.90

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/07/23 DUE DATE: 3/09/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39628
TERMS: NET 30 DAYS

AMOUNT: \$613.90



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 12/28/2022 Case # 22-0893-SNOW
PROPERTY ADDRESS: 818 Seerley Blvd
Cedar Falls, IA 50613

Walter DeKock
1015 Clay St
Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 818 Seerley Blvd, Cedar Falls, IA 50613

Dear Property Owner/Manager,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

If the owner does not remove the snow and ice from the sidewalk within 48 hours from the date of this notice, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink that reads "Adam Spray". The signature is written in a cursive, flowing style.

Adam Spray
Code Enforcement

Professional Lawn Care, LLC



Dennis Lickteig
 P.O. Box 1942
 Waterloo, Iowa 50704
 Phone (319) 233-3942
 Prolawn@mchsi.com



Snow Removal
 Salt & Sand
 Parking Lots
 Hauling Snow
 Irrigation Repair

City of Cedar Falls Dept. of Public Works
 2200 Technology Parkway
 Cedar Falls, IA 50613
 319-273-8629

Garden Tilling
 Power Raking
 Hedge Trimming
 Tree Pruning
 Weed Mowing
 Lawn Mowing
 Garden Plowing
 Fall Clean up
 Vacuum Leaf Raking

Date

Invoice Number 18684

1/3/2023	Clean sidewalk and salted at 3403 Round .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 4716 Briarwood Dr. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 210 W. 22nd St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1022W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1122 W. 22nd St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 410 W. 22nd St. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 818 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 804 W. Seerley 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2413 Olive St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2503 Olive St. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2522 Walnut. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 514 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 710W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2208 Walnut. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 824 W. 7th St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 1103 College St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2221 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 2301 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2303 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1915 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1922 Valley Park 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 1926 Valley Park .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1804 Waterloo Rd. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 1632 East St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 808 E. 18th St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 5826 University Ave. 3.25 hour @ \$125.00 hour	\$406.25
	Under snow was thick ice so you can see some took longer then others	

Thank You, We appreciate your Business

Sum of Charges	\$2,843.75
Tax	\$0.00
Total	\$2,843.75













Beacon™ Black Hawk County, IA

Summary

Parcel ID 891413353011
Alternate ID
Property Address 818 SEERLEY BLVD
 2406 COLLEGE ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description AUDITORS PLAT NO 18 CF LOT 27 LOT 31
 (Note: Not to be used on legal documents)
Deed Book/Page 2008-026008 (6/25/2008)
Contract Book/Page
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only; Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-14

Owner information

Deed
DE KOCK, WALTER J
 1015 CLAY ST
 CEDAR FALLS IA 50613

Deed
DE KOCK, BARBARA K
 1015 CLAY ST
 CEDAR FALLS IA 50613

Mail To
DE KOCK, WALTER J
 1015 CLAY ST
 CEDAR FALLS IA 50613

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
6/12/2008	JORGENSEN INVESTMENTS LLC	DE KOCK,WALTER J	2008-00026008	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$95,000.00

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 126.00 x 66.00
Lot Area 0.19 Acres; 8,316 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Single-Family / Owner Occupied
Style 2 Story Frame
Architectural Style N/A
Year Built 1900
Exterior Material Vinyl
Total Gross Living Area 3,829 SF
Attic Type Floor & Stairs;
Number of Rooms 10 above; 0 below
Number of Bedrooms 6 above; 0 below
Basement Area Type Full
Basement Area 2,257
Basement Finished Area 700 - Minimal Finish
Plumbing 1 Standard Bath - 3 Fi; 2 Shower Stall Bath -3; 1 Toilet Room (1/2 Bat; 2 Sink;
Central Air Yes
Heat Yes
Fireplaces
Porches
Decks
Additions 1 Story Frame (33 SF);
 1 Story Frame (147 SF);
 1 Story Frame (865 SF) (865 Bsmt SF);
Garages

Permits

Permit #	Date	Description	Amount
CF 11247	06/25/2008	Roof	6,500
CF 0962	09/12/2002	Ext-Remodel	14,400

Valuation

Classification	2022	2021	2020	2019	2018
Residential	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$42,210	\$42,210	\$27,440	\$27,440	\$27,440
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$225,390	\$225,390	\$225,390	\$225,390	\$225,390
= Gross Assessed Value	\$267,600	\$267,600	\$252,830	\$252,830	\$252,830
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$267,600	\$267,600	\$252,830	\$252,830	\$252,830

Taxation

	2021	2020	2019	2018
	Pay 2022-2023	Pay 2021-2022	Pay 2020-2021	Pay 2019-2020
+ Taxable Land Value	\$22,848	\$15,479	\$15,112	\$15,618
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$122,004	\$127,141	\$124,132	\$128,287
= Gross Taxable Value	\$144,852	\$142,620	\$139,244	\$143,905
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$144,852	\$142,620	\$139,244	\$143,905
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$4,999.67	\$4,707.66	\$4,614.68	\$4,682.26
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$4,999.67	\$4,707.66	\$4,614.68	\$4,682.26

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$2,500	No		457597
	September 2022	\$2,500	Yes	9/29/2022	
2020	March 2022	\$2,354	Yes	3/22/2022	364565
	September 2021	\$2,354	Yes	9/29/2021	
2019	March 2021	\$2,307	Yes	3/30/2021	225002
	September 2020	\$2,307	Yes	9/29/2020	
2018	March 2020	\$2,341	Yes	3/30/2020	067965
	September 2019	\$2,341	Yes	10/1/2019	
2017	March 2019	\$2,336	Yes	4/3/2019	067965
	September 2018	\$2,336	Yes	10/2/2018	
2016	March 2018	\$2,387	Yes	4/4/2018	067965
	September 2017	\$2,387	Yes	10/3/2017	

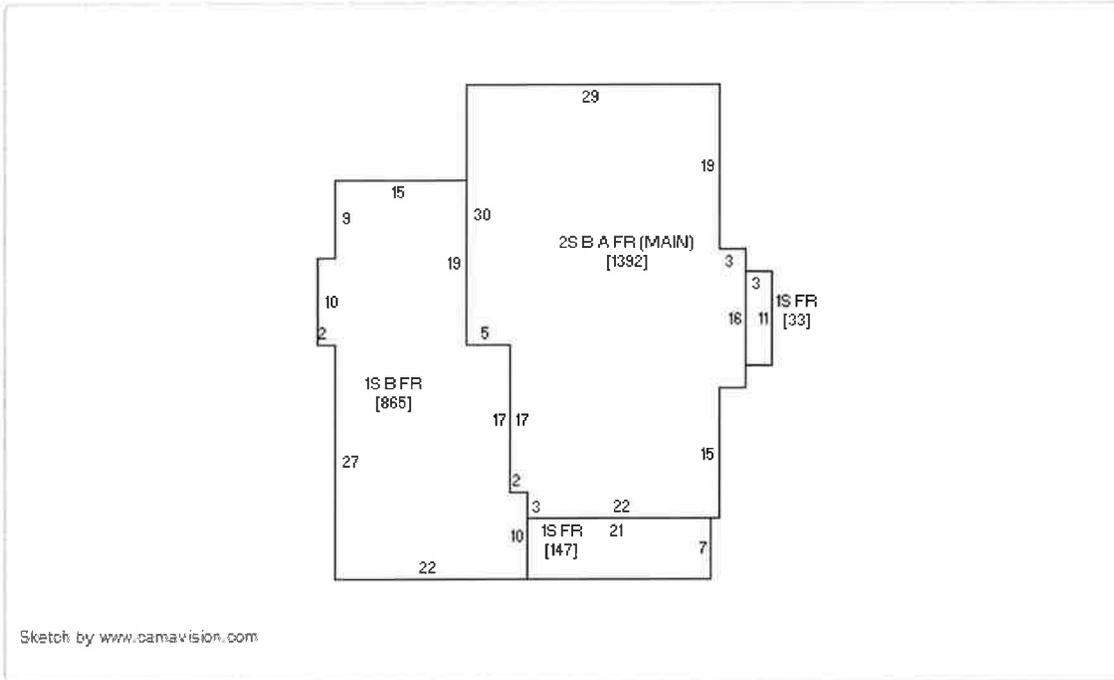
Pay Property Taxes

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

Photos



Sketches



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

03/23/2020

To:

03/23/2023

[Sales by Neighborhood](#)

[Sales by Subdivision](#)

1500

Feet 

[Sales by Distance](#)

Address Change Form

[Link to the Address Change Form](#)

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

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

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 3/23/2023, 12:41:11 AM

Developed by
 Schneider
GEOSPATIAL

Version 2.3.253



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Daniels, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: March 21, 2023
SUBJECT: Property Assessments

Attached is the paperwork regarding three (3) snow/ice removal by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Takedown Investments LC
3011 Jepsen Road
Cedar Falls, IA 50613

352.33 January 2023
3.68 2023 (fees)
\$356.01 Total owed

Property address: 1022 W. 22nd St., CF
Parcel #8914-14-430-005

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

TAKEDOWN INVESTMENTS LC

TO THE ABOVE-NAMED PERSON(S):

Takedown Investments LC

PROPERTY DESCRIPTION:

1022 West 22nd Street, Cedar Falls, Iowa
Black Hawk County Parcel #8914-14-430-005

LEGAL DESCRIPTION OF PROPERTY:

ARTHUR P COTTONS ADDITION
LOT 3 CAMPUS ADDITION LOT 30,
Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 1022 West 22nd Street, pursuant to City of Cedar Falls Ordinance Section 19-185. This matter is currently set on the Cedar Falls City Council agenda for **May 1st, 2023**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

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

RESOLUTION NO.

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 1022 West 22nd Street, CEDAR FALLS, IOWA, PARCEL ID 8914-14-430-005

WHEREAS, it was determined that the property located at 1022 West 22nd Street, being legally described as Arthur P Cottons Addition Lot 3, Campus Addition Lot 30, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-430-005, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 1022 West 22nd Street (Parcel ID 8914-14-430-005) to be cleared, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of **\$408.01**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

Arthur P Cottons Addition Lot 3, Campus Addition Lot 30, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-14-430-005

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

PASSED AND ADOPTED this 1st day of May, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATEMENT OF ACCOUNT

PAGE

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

(319) 273-8600

DATE: 2/28/23

TO: TAKEDOWN INVESTMENTS LC
TRACY WATTS
3011 JEPSEN ROAD
CEDAR FALLS, IA 50613

CUSTOMER NO: 997/216340

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
--------	------	-------------	------------	----------	--------------

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
110.28	245.73		

DUE DATE: 3/30/23

PAYMENT DUE: 356.01
TOTAL DUE: \$356.01

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/28/23 DUE DATE: 3/30/23 NAME: TAKEDOWN INVESTMENTS LC
CUSTOMER NO: 997/216340 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$356.01



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

March 3, 2023

Takedown Investments LC Tracy Watts
3011 Jepsen Road
Cedar Falls, IA 50613

Dear Takedown Investments LC Tracy Watts,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal at 1022 W. 22nd Street on 1/3/23, 1/24/23 & 1/31/23 for \$352.33, as well as late fees of \$3.68 for a total amount due of \$356.01. **If no payment is received by March 20, 2023, we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

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

(319) 273-8600

TO: TAKEDOWN INVESTMENTS LC
TRACY WATTS
3011 JEPSEN ROAD
CEDAR FALLS, IA 50613

INVOICE NO: 39643
DATE: 2/07/23

CUSTOMER NO: 997/216340

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 1022 W. 22ND STREET	106.60	106.60
	PROFESSIONAL LAWN CARE INV.#18755		\$62.50
	CODE ENFORCEMENT		\$44.10

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

TOTAL DUE: \$106.60

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/07/23 DUE DATE: 3/09/23 NAME: TAKEDOWN INVESTMENTS LC
CUSTOMER NO: 997/216340 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39643
TERMS: NET 30 DAYS

AMOUNT: \$106.60

INVOICE

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

(319) 273-8600

TO: TAKEDOWN INVESTMENTS LC
TRACY WATTS
3011 JEPSEN ROAD
CEDAR FALLS, IA 50613

INVOICE NO: 39589
DATE: 1/27/23

CUSTOMER NO: 997/216340

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 1022 W. 22ND STREET	142.29	142.29
	PROFESSIONAL LAWN CARE INV.#18690		\$93.75
	CODE ENFORCEMENT		\$48.54

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

TOTAL DUE: \$142.29

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/27/23 DUE DATE: 2/27/23 NAME: TAKEDOWN INVESTMENTS LC
CUSTOMER NO: 997/216340 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39589
TERMS: NET 30 DAYS

AMOUNT: \$142.29

INVOICE

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

(319) 273-8600

TO: TAKEDOWN INVESTMENTS LC
TRACY WATTS
3011 JEPSEN ROAD
CEDAR FALLS, IA 50613

INVOICE NO: 39508
DATE: 1/12/23

CUSTOMER NO: 997/216340

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 1022 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	103.44	103.44
			\$62.50
			\$40.94

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

TOTAL DUE: \$103.44

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/12/23 DUE DATE: 2/13/23
CUSTOMER NO: 997/216340

NAME: TAKEDOWN INVESTMENTS LC
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39508
TERMS: NET 30 DAYS

AMOUNT: \$103.44



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 12/28/2022 Case # 22-0891-SNOW
PROPERTY ADDRESS: 1022 W 22nd St
Cedar Falls, IA 50613

Tracy Watts
3011 Jepsen Rd
Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 1022 W 22nd St, Cedar Falls, IA 50613

Dear Property Owner/Manager,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

If the owner does not remove the snow and ice from the sidewalk within 48 hours from the date of this notice, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in cursive script that reads "Adam Spray".

Adam Spray
Code Enforcement

Professional Lawn Care, LLC

Dennis Lickteig
 P.O. Box 1942
 Waterloo, Iowa 50704
 Phone (319) 233-3942
 Prolawn@mchsi.com



Snow Removal
 Salt & Sand
 Parking Lots
 Hauling Snow
 Irrigation Repair

City of Cedar Falls Dept. of Public Works
 2200 Technology Parkway
 Cedar Falls, IA 50613
 319-273-8629

Garden Tilling
 Power Raking
 Hedge Trimming
 Tree Pruning
 Weed Mowing
 Lawn Mowing
 Garden Plowing
 Fall Clean up
 Vacuum Leaf Raking

Date

Invoice Number 18684

1/3/2023	Clean sidewalk and salted at 3403 Round .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 4716 Briarwood Dr. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 210 W. 22nd St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1022W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1122 W. 22nd St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 410 W. 22nd St. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 818 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 804 W. Seerley 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2413 Olive St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2503 Olive St. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2522 Walnut. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 514 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 710W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2208 Walnut. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 824 W. 7th St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 1103 College St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2221 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 2301 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2303 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1915 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1922 Valley Park 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 1926 Valley Park .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1804 Waterloo Rd. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 1632 East St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 808 E. 18th St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 5826 University Ave. 3.25 hour @ \$125.00 hour	\$406.25
	Under snow was thick ice so you can see some took longer then others	

Thank You, We appreciate your Business

Sum of Charges	\$2,843.75
Tax	\$0.00
Total	\$2,843.75













Beacon™ Black Hawk County, IA

Summary

Parcel ID 891414430005
Alternate ID
Property Address 1022 W 22ND ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description ARTHUR P COTTONS ADDITION LOT 3 CAMPUS ADDITION LOT 30
 (Note: Not to be used on legal documents)
Deed Book/Page CLD-660-895 (12/5/1997)
Contract Book/Page
Adjusted CSR Pts 0
Class M - Residential (MR R3+)
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood PDF 15 MR CONVERSION

Owner information

Deed
 TAKEDOWN INVESTMENTS LC
 917 MAIDEN LN
 IOWA CITY IA 52240

Mail To
[WATTS, TRACY A](#)
 3011 JEPSEN RD
 CEDAR FALLS IA 50613

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
11/11/1997			660-895	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$83,000.00
10/20/1980			556-985	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$74,000.00

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 66.00 x 132.00
Lot Area 0.20 Acres; 8,712 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Four-Family Conversion
Style 2 Story Frame
Architectural Style N/A
Year Built 1900
Exterior Material Alum
Total Gross Living Area 2,598 SF
Attic Type Floor & Stairs;
Number of Rooms 12 above; 0 below
Number of Bedrooms 6 above; 0 below
Basement Area Type Full
Basement Area 738
Basement Finished Area
Plumbing 4 Standard Bath - 3 Fi; 3 Sink;
Central Air No
Heat FHA - Gas
Fireplaces
Porches 1S Frame Open (24 SF); 1S Frame Open (27 SF);
Decks
Additions 1 Story Frame (288 SF);
 1 Story Frame (91 SF);
 1 Story Frame (153 SF);
 1 Story Frame (260 SF);
 1 Story Frame (330 SF);
Garages

Permits

Permit #	Date	Description	Amount
CF 03962	10/28/2022	Roof	900
CF 02153	11/21/2017	Windows	941
600	11/13/1998	Roof	200

Valuation

Classification	2022	2021	2020	2019	2018
	Residential (Mr R3+)				
+ Assessed Land Value	\$38,810	\$38,810	\$38,810	\$38,810	\$38,810
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$121,320	\$121,320	\$106,150	\$106,150	\$151,650
= Gross Assessed Value	\$160,130	\$160,130	\$144,960	\$144,960	\$190,460
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$160,130	\$160,130	\$144,960	\$144,960	\$190,460

Taxation

	2021	2020	2019	2018
	Pay 2022-2023	Pay 2021-2022	Pay 2020-2021	Pay 2019-2020
+ Taxable Land Value	\$24,741	\$26,197	\$27,652	\$29,108
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$77,342	\$71,651	\$75,632	\$113,738
= Gross Taxable Value	\$102,083	\$97,848	\$103,284	\$142,846
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$102,083	\$97,848	\$103,284	\$142,846
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$3,523.47	\$3,229.80	\$3,422.93	\$4,647.80
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$3,523.47	\$3,229.80	\$3,422.93	\$4,647.80

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,762	No		
	September 2022	\$1,762	Yes	9/28/2022	438899
2020	March 2022	\$1,615	Yes	3/15/2022	
	September 2021	\$1,615	Yes	9/20/2021	330895
2019	March 2021	\$1,711	Yes	3/26/2021	
	September 2020	\$1,711	Yes	9/28/2020	263211
2018	March 2020	\$2,324	Yes	4/28/2020	
	September 2019	\$2,324	Yes	10/1/2019	069080
2017	March 2019	\$4	Yes	4/29/2019	069080
	September 2018	\$0	No		
2017	March 2019	\$37	Yes	4/29/2019	069080
	September 2018	\$0	No		
2017	March 2019	\$2,492	Yes	4/29/2019	069080
	September 2018	\$2,492	Yes	10/2/2018	
2016	March 2018	\$34	Yes	4/10/2018	069080
	September 2017	\$0	No		
2016	March 2018	\$2,259	Yes	4/10/2018	069080
	September 2017	\$2,259	Yes	10/2/2017	

Pay Property Taxes

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

Photos

Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

03/21/2020

To:

03/21/2023

[Sales by Neighborhood](#)

[Sales by Subdivision](#)

1500

Feet ▼

[Sales by Distance](#)

Address Change Form

[Link to the Address Change Form](#)

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

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

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 3/21/2023, 12:29:11 AM



Version 2.3.253



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: March 22, 2023
SUBJECT: Property Assessments

Attached is the paperwork regarding three (3) snow/ice removal by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Barbara & Walter Dekock
 1015 Clay Street
 Cedar Falls, IA 50613

633.58	January 2023
<u>6.97</u>	2023 (fees)
\$640.55	Total owed

Property address: 1122 W. 22nd St., CF
 Parcel #8914-14-430-001

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

BARBARA DEKOCK

TO THE ABOVE-NAMED PERSON(S): Barbara DeKock

PROPERTY DESCRIPTION: 1122 West 22nd Street, Cedar Falls, Iowa
Black Hawk County Parcel #8914-14-430-001

LEGAL DESCRIPTION OF PROPERTY: ARTHUR P COTTONS ADDITION ALL
LOT 7 EXC S 25.25 FT, Cedar Falls,
Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 1122 West 22nd Street, pursuant to City of Cedar Falls Ordinance Section 19-185. This matter is currently set on the Cedar Falls City Council agenda for **May 1st, 2023**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 
Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

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

RESOLUTION NO.

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 1122 West 22nd Street, CEDAR FALLS, IOWA, PARCEL ID 8914-14-430-001.

WHEREAS, it was determined that the property located at 1122 West 22nd Street, being legally described as Arthur P Cottons Addition All Lot 7 Exc S 25.25 Ft, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-430-001, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 1122 West 22nd Street (Parcel ID 8914-14-430-001) to be cleared, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of **\$692.55**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

ARTHUR P COTTONS ADDITION ALL LOT 7 EXC S 25.25 FT, Cedar Falls, Black Hawk County, Iowa. Parcel ID 8914-14-430-001.

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

PASSED AND ADOPTED this 1st day of May, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	3.43
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	2.49
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	1.55
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	1.55
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	2.60
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	5.88
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	7.29
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	3.54

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
642.23	1889.17		

DUE DATE: 3/30/23

PAYMENT DUE: 2,531.40
TOTAL DUE: \$2,531.40

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/28/23 DUE DATE: 3/30/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$2,531.40

STATEMENT OF ACCOUNT

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
		PROFESSIONAL LAWN CARE INV.#18690			\$343.75
		CODE ENFORCEMENT			\$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23	39586	2/27/23	486.04
		PER ORDINANCE 19-185;19-4			
		LOCATION: 818 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18690			\$437.50
		CODE ENFORCEMENT			\$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23	39586	2/27/23	236.04
		PER ORDINANCE 19-185;19-4			
		LOCATION: 1122 W. 22ND STREET			
		PROFESSIONAL LAWN CARE INV.#18690			\$187.50
		CODE ENFORCEMENT			\$48.54
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23	39628	3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 1122 W. 22ND STREET			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23	39628	3/09/23	106.60
		PER ORDINANCE 19-185;19-4			
		LOCATION: 2413 OLIVE STREET			
		PROFESSIONAL LAWN CARE INV.#18755			\$62.50
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23	39628	3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 818 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23	39628	3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 804 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10

CONTINUED ON NEXT PAGE...

STATEMENT OF ACCOUNT

PAGE

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
CESNW	1/12/23	DEKOCK, BARBARA & WALTER SNOW/ICE REMOVAL: 1/3/23 39490 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	39490	2/13/23	228.44 \$187.50 \$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 39490 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	39490	2/13/23	165.94 \$125.00 \$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 39490 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	39490	2/13/23	103.44 \$62.50 \$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 39490 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	39490	2/13/23	103.44 \$62.50 \$40.94
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 39586 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	39586	2/27/23	173.54 \$125.00 \$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 39586 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD.	39586	2/27/23	392.29

CONTINUED ON NEXT PAGE...



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

March 3, 2023

Barbara & Walter DeKock
1015 Clay Street
Cedar Falls, IA 50613

Dear Barbara & Walter DeKock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal at 1122 W. 22nd Street on 1/3/23, 1/24/23 & 1/31/23 for \$633.58, as well as late fees of \$6.97 for a total amount due of \$640.55. **If no payment is received by March 20, 2023, we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39490
DATE: 1/12/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	228.44	228.44
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	165.94	165.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	103.44	103.44
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT	103.44	103.44

DATE: 1/12/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39490
TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39490
DATE: 1/12/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$601.26

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/12/23 DUE DATE: 2/13/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39490
TERMS: NET 30 DAYS

AMOUNT: \$601.26

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39586
DATE: 1/27/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	173.54	173.54
			\$125.00
			\$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	392.29	392.29
			\$343.75
			\$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	486.04	486.04
			\$437.50
			\$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	236.04	236.04
			\$187.50
			\$48.54

DATE: 1/27/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39586
TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39586
DATE: 1/27/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$1,287.91

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/27/23 DUE DATE: 2/27/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39586
TERMS: NET 30 DAYS

AMOUNT: \$1,287.91

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39628
DATE: 2/07/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10 \$125.00 \$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	106.60	106.60 \$62.50 \$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10 \$125.00 \$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10 \$125.00 \$44.10

DATE: 2/07/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39628
TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39628
DATE: 2/07/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$613.90

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/07/23 DUE DATE: 3/09/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39628 AMOUNT: \$613.90
TERMS: NET 30 DAYS



DEPARTMENT OF COMMUNITY DEVELOPMENT

Item 21.

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

**LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE**

EFFECTIVE DATE OF THIS NOTICE: 12/28/2022 Case # 22-0892-SNOW
PROPERTY ADDRESS: 1122 W 22nd St
Cedar Falls, IA 50613

Barbara DeKock
1015 Clay St
Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 1122 W 22nd St, Cedar Falls, IA 50613

Dear Property Owner/Manager,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. **Please consider this letter as the only notice that you will receive this season.**

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

If the owner does not remove the snow and ice from the sidewalk within **48 hours from the date of this notice**, the City will hire it done and the costs associated with the clearing will be assessed against your property.

"OUR CITIZENS ARE OUR BUSINESS"

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in cursive script that reads "Adam Spray".

Adam Spray
Code Enforcement

Professional Lawn Care, LLC



Dennis Lickteig
 P.O. Box 1942
 Waterloo, Iowa 50704
 Phone (319) 233-3942
 Prolawn@mchsi.com



Item 21.

Snow Removal
 Salt & Sand
 Parking Lots
 Hauling Snow
 Irrigation Repair

City of Cedar Falls Dept. of Public Works
 2200 Technology Parkway
 Cedar Falls, IA 50613
 319-273-8629

Garden Tilling
 Power Raking
 Hedge Trimming
 Tree Pruning
 Weed Mowing
 Lawn Mowing
 Garden Plowing
 Fall Clean up
 Vacuum Leaf Raking

Date

Invoice Number 18684

1/3/2023	Clean sidewalk and salted at 3403 Round .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 4716 Briarwood Dr. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 210 W. 22nd St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1022W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1122 W. 22nd St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 410 W. 22nd St. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 818 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 804 W. Seerley 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2413 Olive St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2503 Olive St. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2522 Walnut. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 514 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 710W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2208 Walnut. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 824 W. 7th St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 1103 College St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2221 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 2301 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2303 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1915 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1922 Valley Park 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 1926 Valley Park .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1804 Waterloo Rd. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 1632 East St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 808 E. 18th St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 5826 University Ave. 3.25 hour @ \$125.00 hour	\$406.25
	Under snow was thick ice so you can see some took longer then others	

Thank You, We appreciate your Business

Sum of Charges	\$2,843.75
Tax	\$0.00
Total	\$2,843.75

A Finance Charge is Computed on a periodic rate of 2% per month which is an ANNUAL PERCENTAGE RATE of 24% on any previous balance not paid by the 10th of the month following service (Minimum Charge - \$.50 per month)

Item 21.



Item 21.





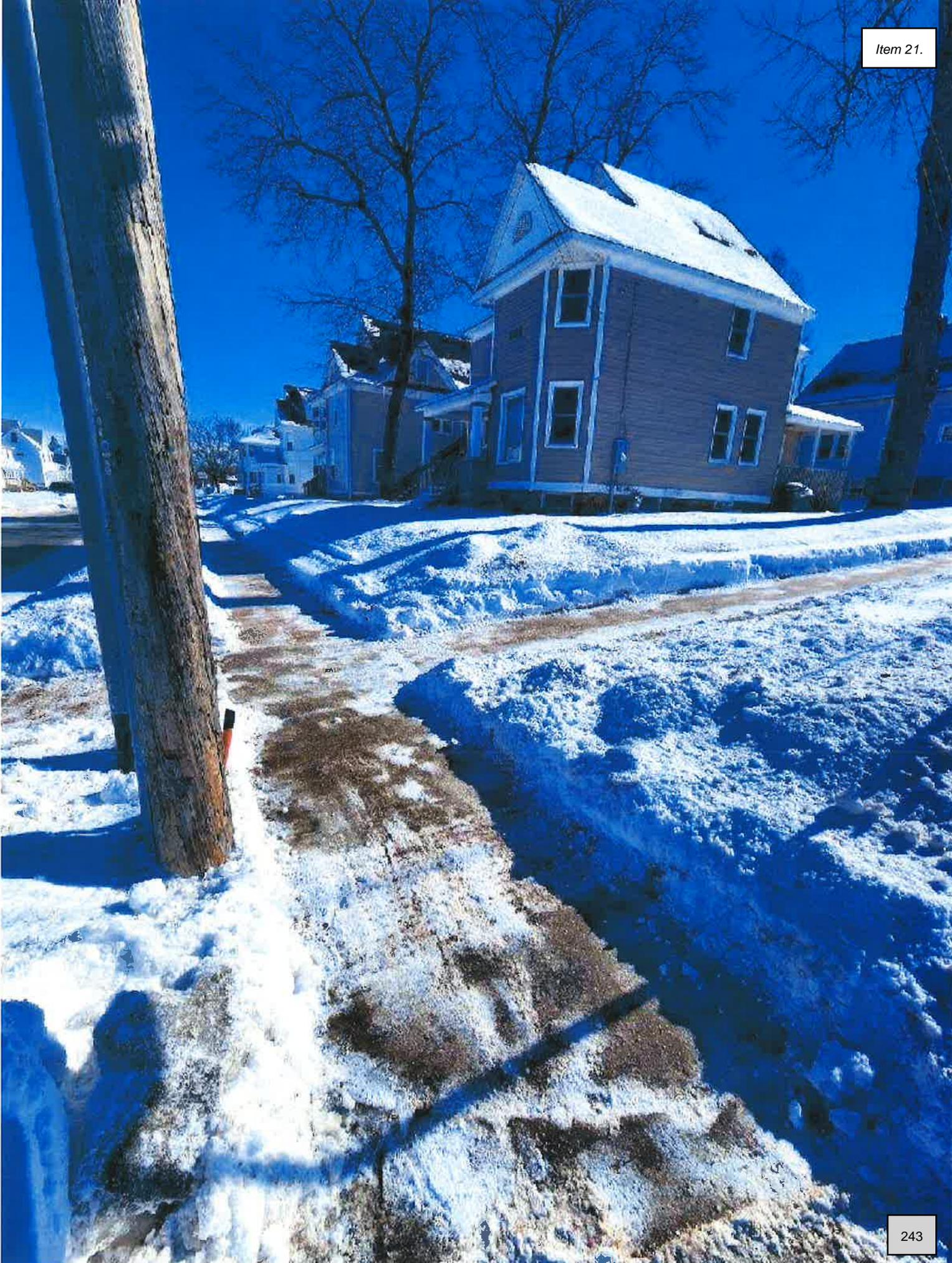
Item 21.











Beacon™ Black Hawk County, IA

Summary

Parcel ID 891414430001
Alternate ID
Property Address 1122 W 22ND ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description ARTHUR P COTTONS ADDITION ALL LOT 7 EXC S 25.25 FT
 (Note: Not to be used on legal documents)
Deed Book/Page
Contract Book/Page CLD-630-052 (9/8/1992)
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-13

Owner information

Contract
[DE KOCK, BARBARA K](#)
 1015 CLAY ST
 CEDAR FALLS IA 50613

Deed
[PEOPLES FEDERAL SAVINGS & LOAN](#)
 PO BOX 419570
 KANSAS CITY MO 64141

Mail To
[DE KOCK, BARBARA K](#)
 1015 CLAY ST
 CEDAR FALLS IA 50613

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/3/1987			276-112	SALE BY LENDING INSTITUTION OF PROPERTY ACQUIRED AS RESULT OF ... - PRIOR 09	Contract		\$41,000.00

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 66.00 x 82.00
Lot Area 0.12 Acres; 5,412 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Single-Family / Owner Occupied
Style 2 Story Frame
Architectural Style N/A
Year Built 1890
Exterior Material Vinyl
Total Gross Living Area 1,576 SF
Attic Type None;
Number of Rooms 8 above; 0 below
Number of Bedrooms 5 above; 0 below
Basement Area Type Full
Basement Area 632
Basement Finished Area
Plumbing 1 Standard Bath - 3 Fi;
Central Air No
Heat Yes
Fireplaces
Porches 1S Frame Open (72 SF); 1S Frame Open (72 SF); 1S Frame Open (60 SF);
Decks
Additions 2 Story Frame (144 SF);
 1 Story Frame (24 SF);
Garages

Permits

Permit #	Date	Description	Amount
CF 1162	02/24/2003	Roof	1,700
CF 0440	09/29/1999	Ext-Remodel	3,500

Valuation

	2022	2021	2020	2019	2018
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$25,740	\$25,740	\$16,730	\$16,730	\$16,730
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$124,460	\$124,460	\$112,010	\$112,010	\$108,900
= Gross Assessed Value	\$150,200	\$150,200	\$128,740	\$128,740	\$125,630
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$150,200	\$150,200	\$128,740	\$128,740	\$125,630

Taxation

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
+ Taxable Land Value	\$13,933	\$9,437	\$9,214	\$9,522
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$67,370	\$63,184	\$61,689	\$61,984
= Gross Taxable Value	\$81,303	\$72,621	\$70,903	\$71,506
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$81,303	\$72,621	\$70,903	\$71,506
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$2,806.23	\$2,397.10	\$2,349.79	\$2,326.60
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$2,806.23	\$2,397.10	\$2,349.79	\$2,326.60

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,403	No		438895
	September 2022	\$1,403	Yes	9/29/2022	
2020	March 2022	\$1,199	Yes	3/22/2022	338806
	September 2021	\$1,199	Yes	9/29/2021	
2019	March 2021	\$1,175	Yes	3/30/2021	205151
	September 2020	\$1,175	Yes	9/29/2020	
2018	March 2020	\$1,163	Yes	3/30/2020	069076
	September 2019	\$1,163	Yes	10/1/2019	
2017	March 2019	\$1,161	Yes	4/3/2019	069076
	September 2018	\$1,161	Yes	10/2/2018	
2016	March 2018	\$1,186	Yes	4/4/2018	069076
	September 2017	\$1,186	Yes	10/3/2017	

Pay Property Taxes

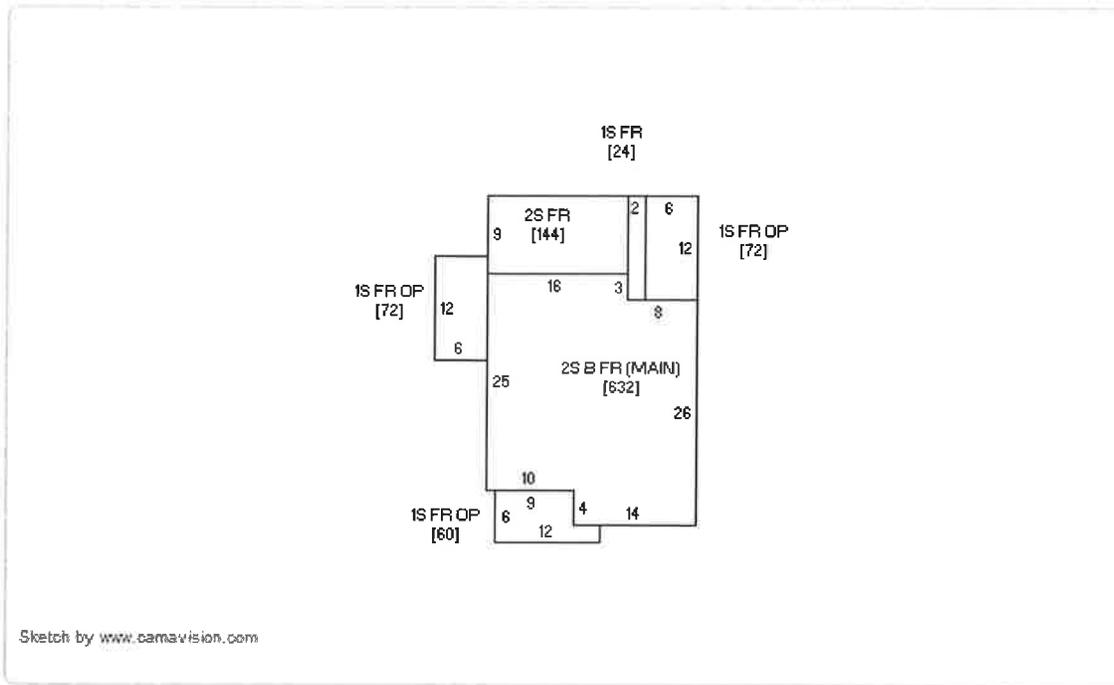
[Click here to pay property taxes for this parcel.](#)

Photos



Sketches

Item 21.



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

03/22/2020

To:

03/22/2023

Sales by Neighborhood

Sales by Subdivision

1500

Feet



Sales by Distance

Address Change Form

[Link to the Address Change Form](#)

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

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

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 3/22/2023, 1:07:18 AM

Developed by
 Schneider
GEO SPATIAL

Version 2.3.253



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Daniels, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: March 23, 2023
SUBJECT: Property Assessments

Attached is the paperwork regarding three (3) snow/ice removal by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Barbara & Walter Dekock
1015 Clay Street
Cedar Falls, IA 50613

383.58 January 2023
4.15 2023 (fees)
\$387.73 Total owed

Property address: 2413 Olive St., CF
Parcel #8914-13-353-004

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

BARBARA & WALTER DEKOCK

TO THE ABOVE-NAMED PERSON(S):

Barbara & Walter DeKock

PROPERTY DESCRIPTION:

2413 Olive Street, Cedar Falls, Iowa
Black Hawk County Parcel #8914-13-353-004

LEGAL DESCRIPTION OF PROPERTY:

AUDITORS PLAT NO 18 CF LOT 33
LOT 34 AND EASE, Cedar Falls, Black
Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 2413 Olive Street, pursuant to City of Cedar Falls Ordinance Section 19-185. This matter is currently set on the Cedar Falls City Council agenda for **May 1st, 2023**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

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

RESOLUTION NO. xxxxx

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 2413 OLIVE STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-353-004.

WHEREAS, it was determined that the property located at 2413 Olive Street, being legally described as Auditors Plat No. 18 CF Lot 33 Lot 34 And Ease, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-353-004, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 2413 Olive Street (Parcel ID 8914-13-353-004) to be cleared, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of **\$439.73**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

AUDITORS PLAT NO 18 CF LOT 33 LOT 34 AND EASE, Cedar Falls, Black Hawk County, Iowa. Parcel ID 8914-13-353-004.

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

PASSED AND ADOPTED this 1st day of May, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	3.43
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	2.49
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	1.55
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	1.55
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	2.60
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	5.88
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	7.29
GFFIN	2/28/23	FINANCE CHARGE-GEN FUND		3/30/23	3.54

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
642.23	1889.17		

DUE DATE: 3/30/23

PAYMENT DUE: 2,531.40
TOTAL DUE: \$2,531.40

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/28/23 DUE DATE: 3/30/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$2,531.40

STATEMENT OF ACCOUNT

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
 1015 CLAY STREET
 CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
		PROFESSIONAL LAWN CARE INV.#18690			\$343.75
		CODE ENFORCEMENT			\$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 39586		2/27/23	486.04
		PER ORDINANCE 19-185;19-4			
		LOCATION: 818 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18690			\$437.50
		CODE ENFORCEMENT			\$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 39586		2/27/23	236.04
		PER ORDINANCE 19-185;19-4			
		LOCATION: 1122 W. 22ND STREET			
		PROFESSIONAL LAWN CARE INV.#18690			\$187.50
		CODE ENFORCEMENT			\$48.54
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 1122 W. 22ND STREET			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	106.60
		PER ORDINANCE 19-185;19-4			
		LOCATION: 2413 OLIVE STREET			
		PROFESSIONAL LAWN CARE INV.#18755			\$62.50
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 818 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10
CESNW	2/07/23	SNOW/ICE REMOVAL: 1/31/23 39628		3/09/23	169.10
		PER ORDINANCE 19-185;19-4			
		LOCATION: 804 W. SEERLEY BLVD.			
		PROFESSIONAL LAWN CARE INV.#18755			\$125.00
		CODE ENFORCEMENT			\$44.10

CONTINUED ON NEXT PAGE...

STATEMENT OF ACCOUNT

PAGE

1

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

(319) 273-8600

DATE: 2/28/23

TO: BARBARA & WALTER DEKOCK
 1015 CLAY STREET
 CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
CESNW	1/12/23	DEKOCK, BARBARA & WALTER SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET	39490	2/13/23	228.44
		PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT			\$187.50 \$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD.	39490	2/13/23	165.94
		PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT			\$125.00 \$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD.	39490	2/13/23	103.44
		PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT			\$62.50 \$40.94
CESNW	1/12/23	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET	39490	2/13/23	103.44
		PROFESSIONAL LAWN CARE INV.#18684 CODE ENFORCEMENT			\$62.50 \$40.94
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET	39586	2/27/23	173.54
		PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT			\$125.00 \$48.54
CESNW	1/27/23	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD.	39586	2/27/23	392.29

CONTINUED ON NEXT PAGE...



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

March 3, 2023

Barbara & Walter DeKock
1015 Clay Street
Cedar Falls, IA 50613

Dear Barbara & Walter DeKock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal at 2413 Olive Street on 1/3/23, 1/24/23 & 1/31/23 for \$383.58, as well as late fees of \$4.15 for a total amount due of \$387.73. **If no payment is received by March 20, 2023, we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39490
DATE: 1/12/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET	228.44	228.44
	PROFESSIONAL LAWN CARE INV.#18684		\$187.50
	CODE ENFORCEMENT		\$40.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD.	165.94	165.94
	PROFESSIONAL LAWN CARE INV.#18684		\$125.00
	CODE ENFORCEMENT		\$40.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD.	103.44	103.44
	PROFESSIONAL LAWN CARE INV.#18684		\$62.50
	CODE ENFORCEMENT		\$40.94
1.00	SNOW/ICE REMOVAL: 1/3/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET	103.44	103.44
	PROFESSIONAL LAWN CARE INV.#18684		\$62.50
	CODE ENFORCEMENT		\$40.94

DATE: 1/12/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39490
TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39490
DATE: 1/12/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$601.26

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/12/23 DUE DATE: 2/13/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39490
TERMS: NET 30 DAYS

AMOUNT: \$601.26

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39586
DATE: 1/27/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	173.54	173.54
			\$125.00 \$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	392.29	392.29
			\$343.75 \$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	486.04	486.04
			\$437.50 \$48.54
1.00	SNOW/ICE REMOVAL: 1/24/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18690 CODE ENFORCEMENT	236.04	236.04
			\$187.50 \$48.54

DATE: 1/27/23
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39586
TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39586
DATE: 1/27/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$1,287.91

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/27/23 DUE DATE: 2/27/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39586
TERMS: NET 30 DAYS

AMOUNT: \$1,287.91

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
 1015 CLAY STREET
 CEDAR FALLS, IA 50613

INVOICE NO: 39628
 DATE: 2/07/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10
			\$125.00
			\$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	106.60	106.60
			\$62.50
			\$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 818 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10
			\$125.00
			\$44.10
1.00	SNOW/ICE REMOVAL: 1/31/23 PER ORDINANCE 19-185;19-4 LOCATION: 804 W. SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#18755 CODE ENFORCEMENT	169.10	169.10
			\$125.00
			\$44.10

DATE: 2/07/23
 CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39628
 TERMS: NET 30 DAYS

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 39628
DATE: 2/07/23

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-------------	------------	----------------

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

TOTAL DUE: \$613.90

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/07/23 DUE DATE: 3/09/23 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 39628
TERMS: NET 30 DAYS

AMOUNT: \$613.90



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 12/28/2022 Case # 22-0895-SNOW
PROPERTY ADDRESS: 2413 Olive St
Cedar Falls, IA 50613

Walter DeKock
1015 Clay St
Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 2413 Olive St, Cedar Falls, IA 50613

Dear Property Owner/Manager,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

If the owner does not remove the snow and ice from the sidewalk within 48 hours from the date of this notice, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink that reads "Adam Spray". The signature is written in a cursive, flowing style.

Adam Spray
Code Enforcement

Professional Lawn Care, LLC



Dennis Lickteig
 P.O. Box 1942
 Waterloo, Iowa 50704
 Phone (319) 233-3942
 Prolawn@mchsi.com



Snow Removal
 Salt & Sand
 Parking Lots
 Hauling Snow
 Irrigation Repair

City of Cedar Falls Dept. of Public Works
 2200 Technology Parkway
 Cedar Falls, IA 50613
 319-273-8629

Garden Tilling
 Power Raking
 Hedge Trimming
 Tree Pruning
 Weed Mowing
 Lawn Mowing
 Garden Plowing
 Fall Clean up
 Vacuum Leaf Raking

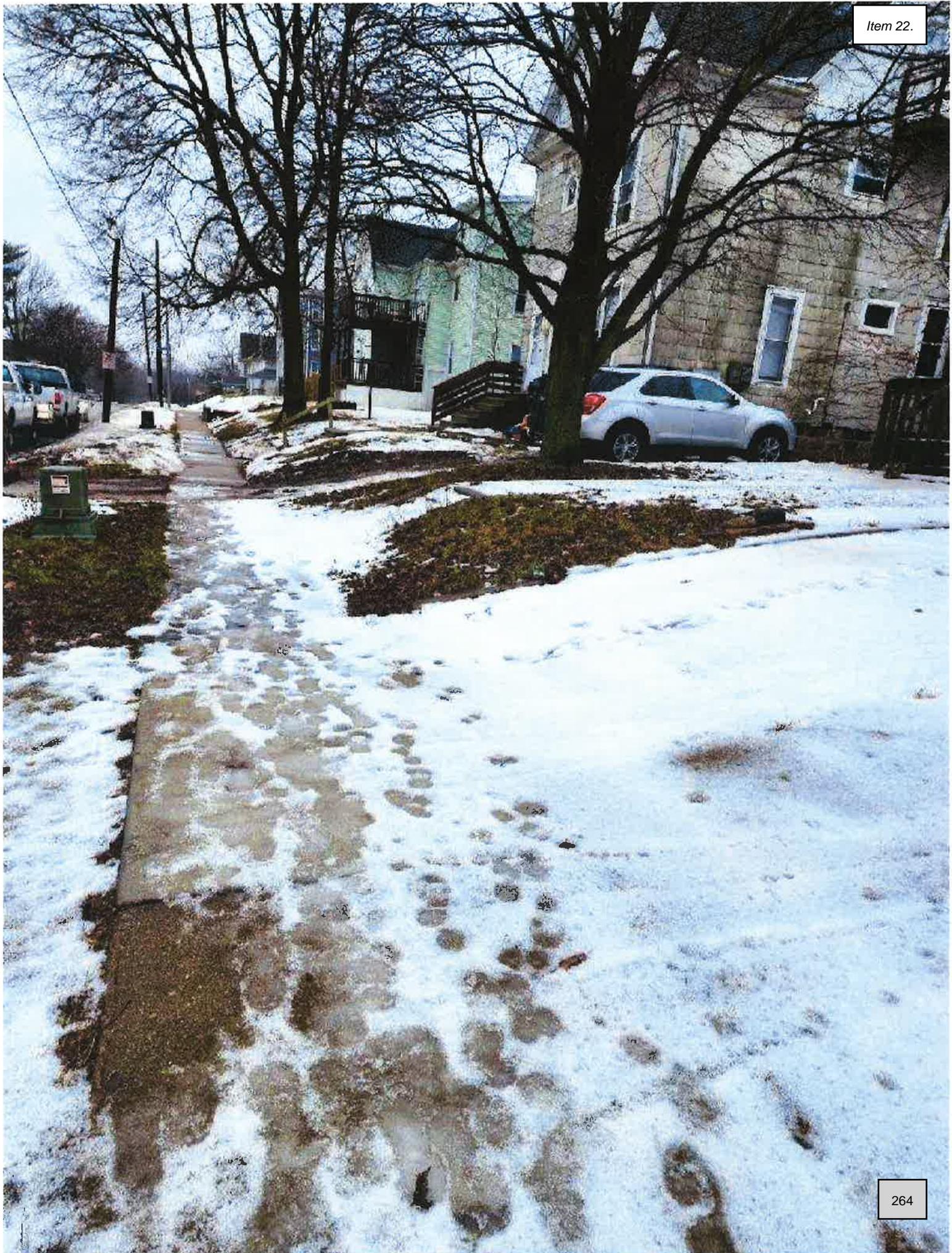
Date

Invoice Number 18684

1/3/2023	Clean sidewalk and salted at 3403 Round .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 4716 Briarwood Dr. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 210 W. 22nd St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1022W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1122 W. 22nd St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 410 W. 22nd St. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 818 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 804 W. Seerley 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2413 Olive St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2503 Olive St. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 2522 Walnut. 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 514 W. Seerley Blvd. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 710W. 22nd St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2208 Walnut. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 824 W. 7th St. 1.50 hour @ \$125.00 hour	\$187.50
	Clean sidewalk and salted at 1103 College St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2221 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 2301 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 2303 Main St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1915 Main St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1922 Valley Park 1.25 hour @ \$125.00 hour	\$156.25
	Clean sidewalk and salted at 1926 Valley Park .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 1804 Waterloo Rd. 1.00 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 1632 East St. .50 hour @ \$125.00 hour	\$62.50
	Clean sidewalk and salted at 808 E. 18th St. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 5826 University Ave. 3.25 hour @ \$125.00 hour	\$406.25
	Under snow was thick ice so you can see some took longer then others	
	Sum of Charges	\$2,843.75
	Tax	\$0.00
	Total	\$2,843.75

Thank You, We appreciate your Business

A Finance Charge is Computed on a periodic rate of 2% per month which is an ANNUAL PERCENTAGE RATE of 24% on any previous balance not paid by the 10th of the month following service (Minimum Charge - \$.50 per month)













Beacon™ Black Hawk County, IA

Summary

Parcel ID 891413353004
Alternate ID
Property Address 2413 OLIVE ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description AUDITORS PLAT NO 18 CF LOT 33 LOT 34 AND EASE
 (Note: Not to be used on legal documents)
Deed Book/Page [CLD-635-539 \(6/17/1993\)](#)
Contract Book/Page
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-14

Owner information

Deed
[DE KOCK, WALTER J](#)
 1015 CLAY ST
 CEDAR FALLS IA 50613

Deed
[DE KOCK, BARBARA K](#)
 1015 CLAY ST
 CEDAR FALLS IA 50613

Mail To
[DE KOCK, WALTER J](#)
 1015 CLAY ST
 CEDAR FALLS IA 50613

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
6/3/1993			635-539	SALE BETWEEN FAMILY MEMBERS - PRIOR 09	Deed		\$48,000.00

Show There are other parcels involved in one or more of the above sales:

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: x

Front Footage	Front	Rear	Side 1	Side 2
Main Lot	23.00	23.00	100.00	100.00
Sub Lot 2	10.00	10.00	34.00	34.00
Sub Lot 3	17.00	17.00	34.00	34.00
Sub Lot 4	0.00	0.00	0.00	0.00

Lot Area 0.07 Acres; 3,218 SF

(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	1 1/2 Story Frame
Architectural Style	N/A
Year Built	1900
Exterior Material	Wd Lap
Total Gross Living Area	1,240 SF
Attic Type	None;
Number of Rooms	6 above; 0 below
Number of Bedrooms	4 above; 0 below
Basement Area Type	Full
Basement Area	560
Basement Finished Area	400 - Living Qtrs. (Multi)
Plumbing	1 Standard Bath - 3 Fi; 1 Shower Stall Bath -3;
Central Air	No
Heat	Yes
Fireplaces	
Porches	15 Frame Enclosed (160 SF);
Decks	
Additions	1 Story Frame (288 SF);
Garages	

Valuation

	2022	2021	2020	2019	2018
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$12,960	\$12,960	\$8,420	\$8,420	\$8,420
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$65,420	\$65,420	\$65,420	\$65,420	\$65,420
= Gross Assessed Value	\$78,380	\$78,380	\$73,840	\$73,840	\$73,840
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$78,380	\$78,380	\$73,840	\$73,840	\$73,840

Taxation

	2021	2020	2019	2018
	Pay 2022-2023	Pay 2021-2022	Pay 2020-2021	Pay 2019-2020
+ Taxable Land Value	\$7,015	\$4,750	\$4,637	\$4,792
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$35,412	\$36,903	\$36,030	\$37,236
= Gross Taxable Value	\$42,427	\$41,653	\$40,667	\$42,028
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$42,427	\$41,653	\$40,667	\$42,028
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$1,464.40	\$1,374.90	\$1,347.74	\$1,367.47
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$1,464.40	\$1,374.90	\$1,347.74	\$1,367.47

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$732	No		457591
	September 2022	\$732	Yes	9/29/2022	
2020	March 2022	\$687	Yes	3/22/2022	354584
	September 2021	\$687	Yes	9/29/2021	
2019	March 2021	\$674	Yes	3/30/2021	224248
	September 2020	\$674	Yes	9/29/2020	
2018	March 2020	\$684	Yes	3/30/2020	067959
	September 2019	\$684	Yes	10/1/2019	
2017	March 2019	\$682	Yes	4/3/2019	067959
	September 2018	\$682	Yes	10/2/2018	
2016	March 2018	\$697	Yes	4/4/2018	067959
	September 2017	\$697	Yes	10/3/2017	

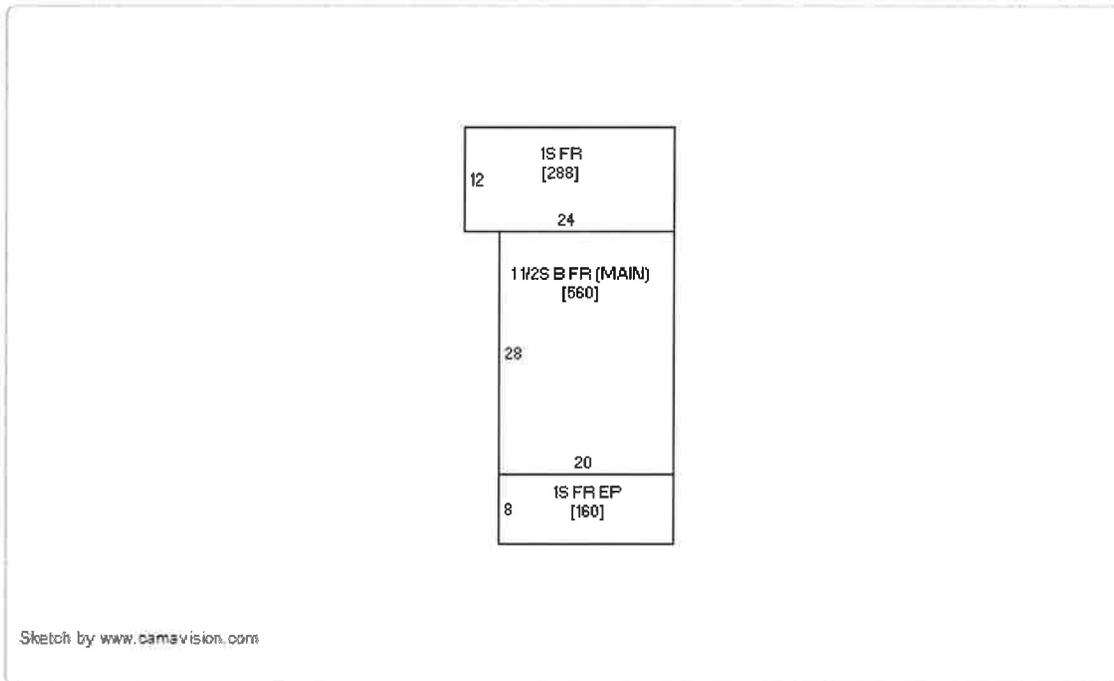
Pay Property Taxes

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

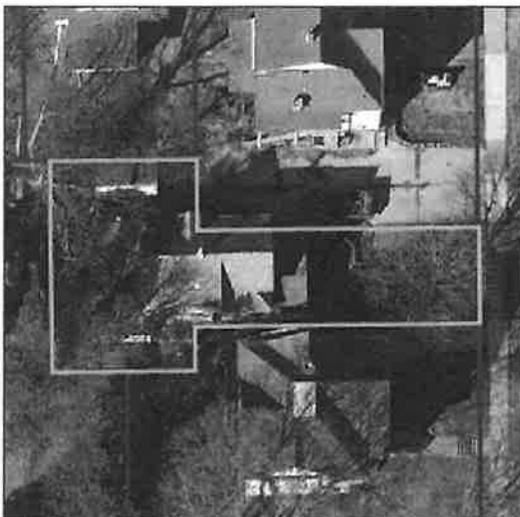
Photos



Sketches



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

03/23/2020

To:

03/23/2023

[Sales by Neighborhood](#)

[Sales by Subdivision](#)

1500

Feet ▼

[Sales by Distance](#)

Address Change Form

[Link to the Address Change Form](#)

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

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

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Developed by
 Schneider
GEOSPATIAL

Last Data Upload: 3/23/2023, 12:41:11 AM

Version 2.3.253



DEPARTMENT OF COMMUNITY DEVELOPMENT

RECREATION CENTER
 110 E 13TH STREET
 CEDAR FALLS, IOWA 50613
 PH: 319-273-8636
 FAX: 319-273-8656

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council Members
FROM: Christopher F. Schoentag, Aquatic Supervisor
DATE: April 5, 2023
SUBJECT: Concession Supplier for the Falls Aquatic Center

The Recreation Division distributed an RFQ on February 23, 2023 to Myers Cox, Martin Brothers, and Performance Food Service for a concession stand supplier at The Falls Aquatic Center. Quotes were received Tuesday, March 14, 2023 with Myers Cox being the only company to submit a quote. Administrative Policy 11.02.7 outlines that staff must ensure a fair and reasonable price for the project and after that submit a contract for Council approval.

I feel that their prices are fair and recommend retaining their services. The RFQ indicated an initial three-year contract with the option of an additional 2 years if both parties are satisfied with service.

At this time, I recommend approving a contract with Myers Cox as the major supplier of concession goods for The Falls Aquatic Center. Attached is the contract for your approval.

Please let me know if you have any questions.
 Thank you.

c Mike Soppe, Recreation and Fitness Center Manager
 Stephanie Houk Sheetz, Director of Community Development

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 Myers Cox, Food Distribution

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

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

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

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

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

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

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

2.0. Compensation

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

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

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on October 1, 2025 unless earlier terminated under the terms of this Agreement.

5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor’s duty of indemnification and to hold harmless includes, but is not limited to, Contractor’s breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

Insurance requirement waived: No waivers. (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet (“SDS”) with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor’s responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

None.

25.0. Notices.

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

City:	Contractor:
Name: Chris Schoentag	Name: Zack Kass
Title: Recreation Supervisor	Title: Sales Manager
Address: 110 E 13 th St.	Address: 8797 Kapp Dr.
Cedar Falls, IA 50613	Peosta, IA 52068
Telephone: (319) 268-5526	Telephone: (563) 543-8103
Email: Chris.Schoentag@cedarfalls.com	Email: zkass@myerscox.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR: Myers Cox

By: _____
Zack Kass

Its: Sales Manager _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A
Services

Contractor will provide an easy and accurate electronic platform for the City to use in product ordering.

Contractor will deliver concessions to the Falls Aquatic Center once per week. The City will submit an order by Wednesday of every week, of products needed following the list of products identified in Exhibit B. Order delivery will be on Thursday, with delivery hours being between 8 am-noon.

Contractor will accept return of unopened non-perishable and perishable stock except for frozen items.

Exhibit B
Payment Terms

Contractor will provide City invoices within one week of delivery.

Contractor's product listing and pricing are listed as follows:

Brand Name	Pack Size	Provider Brand	Unit Price
Institutional Food			
Farmland Gold Medal Hotdogs	5-1# (50)	Farmland	43.48
Bosco Cheese Sticks Indv.Wrapped	24 count		23.11
Flavacol Salt	35 oz	Flavacol	2.74
Snappy Yellow Popcorn	4/12.5#	Snappy	24.03
Nacho Tortilla Chips	28/2.5 oz	Old Dutch	12.89
Gehls Sharp Cheddar Cheese	4/12.5 #	Gehls 4/14 oz	73.73
Heinz Marinara Sauce	60/2 oz	100 / 1 oz	27.53
Bun, Hotdog Gonnella	8/8 pack	Gonnella	23.47
Snappy Syrup – Cherry	1 gallon	It comes 4 / 14 gal 1 case	12.50
Snappy Syrup – Tiger Blood	1 gallon	4 / 1 gal	12.50
Snappy Syrup – Blue Rasberry	1 gallon	4 / 1 gal	13.90
Coconut Oil - Popcorn	50# pail		138.39
Jamwich PB&J – Wheat	72 count	Uncrustable	54.90
Blue Bunny Van. Ice Cream Sand.	2/24 count		29.35
Snacks			
Tootsie Roll	280 count	Tootsie	16.69
Reeses Cup	105 count	Hershey	10.63
Mike & Ike	25/.25	Just Born	4.42
Flavor Ice Freeze Pops-Assorted	45/5.5 oz	Flavor Ice	16.67
Butterfinger Candy Bar	36 count	Ferrors	35.01
Skittles	36 count	Mars	35.43
Twix Caramel Candy Bar	36 count	Mars	35.43
M&M Peanut Butter	24 count	Mars	23.62
Sargento String Cheese	24/1oz	Sargento	12.63
Pepperidge Farm Cheddar Gold Fish	72/1.5 oz		31.64
Teddy Graham Cinnamon Cookie	1 oz	Supplier Problem Currently	31.47
Cheetos	Vending 104 count	Frito Lay	50.40
Doritos Nacho Chips	Vending 104 count	Frito Lay	50.40
Planters Peanuts	24 count	Planters	7.34
Planters Trail Mix Tube	18/1.7 oz	Planters	16.58
Twizzlers Red Licorice Wrap	8/180	Hershey	N/A
Snickers Candy Bar	48 count	Mars	47.23
Retail Grocery			
Heinz Upside Down Ketchup	Each/20 oz	Food Club	1.79
Food Club Upside Down Yellow Mustard	Each/20 oz	Food Club	1.43
Janitorial			
Sure Fine Plain Bleach	4/Cs		14.86

Brand Name	Pack Size	Provider Brand	Unit Price
Paper Products			
Food Service Poly Gloves – Large	100 count	1000 ct	7.94
Spoons – White Plastic, Medium	1,000		12.89
Nacho Cheese Trays	4/125		77.43
2 oz Plastic Portion Cups	50/50		40.94
12 oz Styrofoam Cups	40/25		67.06
16 oz Styrofoam Cups	40/25		98.71
Bag Paper #2 White	500		15.25
Bag Paper #3 White	500		17.84
8" Paper Hotdog Tray	12/250		72.91

AGENCY CUSTOMER ID: MYERCOX-01
 LOC #: 1

KHESS



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY TRICOR, LLC - Dubuque		NAMED INSURED Myers-Cox Co MY Cap Vendors 8797 Kapp Drive Peosta, IA 52068	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 are additional insured on the auto liability policy on a primary noncontributory basis per the insured contract. Governmental immunities endorsement applies. A waiver of subrogation is applied in favor of the City of Cedar Falls on the general liability, auto and work comp policies.

POLICY NUMBER: X73169

MANUSCRIPT ENDORSEMENT

IL-8000(1-90)

This endorsement modifies insurance provided under the following:

NOTICE OF CANCELLATION ENDORSEMENT

THE FOLLOWING PROVISION IS ADDED:

THE FIRST NAMED INSURED WILL SEND THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, REDUCTION IN COVERAGE AND/OR LIMITS AND TEN (10) DAYS WRITTEN NOTICE OF NON-PAYMENT OF PREMIUM TO:

RISK MANAGEMENT OFFICE, CITY OF CEDAR FALLS, CITY HALL, 220 CLAY STREET, CEDAR FALLS, IOWA 50613.

THIS ENDORSEMENT SUPERSEDES THE STANDARD CANCELLATION STATEMENT ON THE CERTIFICATE OF INSURANCE TO WHICH THIS ENDORSEMENT IS ATTACHED.

POLICY NUMBER: X73169

MANUSCRIPT ENDORSEMENT

CG-8000(1-90)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

WAIVER OF GOVERNMENTAL IMMUNITY

THE FOLLOWING PROVISIONS ARE ADDED FOR THE CITY OF CEDAR FALLS, IOWA:

1. NONWAIVER OF GOVERNMENT IMMUNITY.

WE EXPRESSLY AGREE AND STATE THAT THE PURCHASE OF THIS POLICY AND THE INCLUDING OF THE CITY OF CEDAR FALLS, IOWA AS AN ADDITIONAL INSURED DOES NOT WAIVE ANY OF THE DEFENSES OF GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OF CEDAR FALLS, IOWA UNDER CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.

2. CLAIMS COVERAGE.

WE AGREE THAT THIS POLICY OF INSURANCE SHALL COVER ONLY THOSE CLAIMS NOT SUBJECT TO THE DEFENSE OF GOVERNMENTAL IMMUNITY UNDER THE CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.

3. ASSERTION OF GOVERNMENT IMMUNITY.

THE CITY OF CEDAR FALLS, IOWA SHALL BE RESPONSIBLE FOR ASSERTING ANY DEFENSE OF GOVERNMENTAL IMMUNITY AND MAY DO SO AT ANY TIME AND SHALL DO SO UPON OUR TIMELY WRITTEN REQUEST. NOTHING CONTAINED IN THIS ENDORSEMENT SHALL PREVENT US FROM ASSERTING THE DEFENSE OF GOVERNMENTAL IMMUNITY ON BEHALF OF THE CITY OF CEDAR FALLS, IOWA.

4. NON-DENIAL OF COVERAGE.

WE SHALL NOT DENY COVERAGE UNDER THIS POLICY AND SHALL NOT DENY ANY OF THE RIGHTS AND BENEFITS ACCRUING TO THE CITY OF CEDAR FALLS, IOWA UNDER THIS POLICY FOR REASONS OF GOVERNMENTAL IMMUNITY UNLESS AND UNTIL A COURT OF COMPETENT JURISDICTION HAS RULED IN FAVOR OF THE DEFENSE(S) OF GOVERNMENTAL IMMUNITY ASSERTED BY THE CITY OF CEDAR FALLS, IOWA.

5. NO OTHER CHANGE IN POLICY.

WE, ALONG WITH THE CITY OF CEDAR FALLS, IOWA, AGREE THAT THE ABOVE PRESERVATION OF GOVERNMENTAL IMMUNITIES SHALL NOT OTHERWISE CHANGE OR ALTER THE COVERAGE AVAILABLE UNDER THE POLICY.



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor and City Council
From: Craig R. Berte, Public Safety Director
Date: April 20, 2023
Re: Sturgis Falls – Prohibited Animals

Attached is a memo in reference to the Cedar Falls Animal Control Ordinance, Section 6-70, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Music Festival, the events for 2023 will be held Wednesday June 21st at 5:00 p.m. through Sunday, June 25th at midnight

The city ordinance does require the City Council to designate the dates in order for the ordinance to take effect each year. We are requesting that you make that designation for this year's Sturgis Falls Celebration.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 11-01-2013

DATE: 4/21/23TO: Director BerteFROM: Captain Jeff HarrensteinSUBJECT: Animals Prohibited

In reference to the Cedar Falls Animal Control Ordinance, Section 6-70, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Music Festival, the events for 2023 will be held Wednesday June 21st at 5:00 p.m. through Sunday, June 25th at midnight.

Per the ordinance, animals should not be permitted in the following locations, on the dates and times listed above. These locations would include parks, streets, sidewalks and parking lots.

Gateway Park and Merriam's Midway
 Overman Park
 Sturgis Park
 Policeman's Park
 Franklin and Clay Streets from 1st to 4th Streets
 2nd and 3rd Streets from Washington to Franklin Streets
 100-blk E. 2nd Street
 100-400-blk State Street
 State Street Plaza
 Lincoln Street from 1st to McKinley Streets
 1st Street from Main to the East side of the Main Street Bridge
 Public Parking Area from Cedar City Creamery to Policeman's Park
 Lincoln Street to the Railroad Tracks

Animals should not be permitted on the streets / sidewalks or in the area of the parade/parade route on Saturday June 24th, between the hours of 6:00 a.m. and Noon.

Streets impacted by this include:

Clay Street from 8th to 11th Streets
11th Street from Clay to Main Streets
Washington Street from 11th to 5th Streets
Main Street from 5th to 3rd Streets
3rd Street from Main to Franklin Streets
Franklin Street from 3rd to 5th Streets

In addition, animals should not be permitted on the streets or in the area of the Arts 'n Crafts fair from 6:00 a.m. through 6:00 p.m. on Sunday, June 25th. Streets impacted by the Arts 'n Crafts fair are as follows:

3rd Street from Washington to Franklin
Franklin and Clay Streets from 1st to 4th Streets

This request includes parks, streets and other areas that are currently planned to be used for the events. There is always the change of unexpected changes, due to bad weather or other unforeseen circumstances. For this reason I would recommend we be flexible and we allow other parks and streets that may be affected at the last minute. These changes or additions to the Sturgis Falls Celebration or Cedar Basin Music Festival would be approved without further notice to the Council. The Sturgis Falls Celebration committee intends to post notices at many park entrances notifying patrons of the ordinance.

Thank you,
Captain Jeff Harrenstein


CEDAR FALLS PUBLIC SAFETY

CITY OF CEDAR FALLS
 4600 S Main St.
 CEDAR FALLS, IOWA 50613

319-273-8612


MEMORANDUM

To: Mayor Green and City Council
From: Chief Mark Howard
Date: April 21, 2023
Re: **FY24 Towing Contract**

The public Safety Department has completed the bidding process for the FY24 towing contract. Four towing companies, Rasmusson Towing, Sheetz Towing, Ray Mount Towing and Valley Wide Towing participated in the bidding process.

Rasmusson Towing provided the lowest bid, setting pricing for City of Cedar Falls paid tows at \$1.00. Tows requested by the city that are paid by the vehicle owner for illegal parking, accidents or other tows will be set at fair market pricing. There are also requirements and restrictions for storage fees and response times associated with towing. A copy of the contract is attached for your approval.

The Cedar Falls Public Safety Department recommends approval of the contract with Rasmusson Towing located at 9716 University Ave. Cedar Falls, IA.

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 (PARTIES/SUBJECT OF CONTRACT)

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

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

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

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

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

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

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

2.0. Compensation

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

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

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2024 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

Towing Company shall obtain and maintain a DOT required Iowa Motor Carrier Permit.

25.0. Notices.

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

City:
Name: Jeff Harrenstein
Title: Captain
Address: 4600 S. Main St.
Cedar Falls, IA 50613
Telephone: 319-268-5116
Email: Jeff.Harrenstein@cedarfalls.com

Contractor:
Name: John Rasmussen
Title: VP
Address: 9016 University Ave
Cedar Falls IA 50613
Telephone: 319-240-4236
Email: RasmussenTowing@gmail.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor) Rasmussen Towing

By: John Rasmussen

Its: _____

Date: 4/12/23

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsens, MMC, City Clerk

Date: _____

Exhibit A

1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Department to tow vehicles. City will contact Towing Company through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case, City may utilize multiple towing companies for wrecker service calls. Wrecker service calls from private persons, even when such calls are made through the Police Department of City, are not included in this Agreement.
 - a. Examples of wrecker service that would be requested by the Cedar Falls Police Department and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Department and vehicles towed on short notice at fire and crime scenes.
 - b. Examples of wrecker service that may occur and would not be covered by the terms of this Agreement include: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Department will contact Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the Towing Company and the vehicle owner.
 - c. Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement applicable for each wrecker service call made on behalf of the DOT.

2. Towing Company will be entitled to charge the City the single rate sum of \$___ (\$1.00) for each wrecker service call identified in Section 1-a above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.
- a. In accordance with Cedar Falls Ordinance §23-359(c), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges, not to exceed \$1.00, and for storage, not to exceed \$1.00 per day, for the following service calls: abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
- b. For service calls identified in Section 2-a, the contracted fee rate identified in Section 2 shall only be applicable if the City is ultimately required to pay the towing bill due to abandonment of the vehicle by vehicle owner.
3. The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Department of City.
4. The single rate amount of \$___ (\$1.00), as provided in Section 2, shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single rate amount plus a per mile sum of _____ (\$1.00 and Zero Cents) (\$1) per mile. The per mile sum may be charged only for the distance between the destination outside the city limits and the city limits point nearest that destination. No per mile fee may be charged at anytime for any travel within the City. The per mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.

5. Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1-b and Section 2-a above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.
6. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for "after hours" service calls. The fee for wrecker service shall be the sum of \$ _____ (\$ 1.00), whether said service is performed by Towing Company or a substitute.
7. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Department of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles to the City on the last day of each month. Towing Company shall receive One Dollar (\$1.00) per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1-b above are the responsibility of the vehicle owner(s).
8. When Towing Company is requested by City to tow an abandoned or impounded vehicle but no vehicle is actually towed, Towing Company may charge City the wrecker service sum of _____ (\$ 1.00) for the call. However, to be eligible for the wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.

10-12-2022

Exhibit B
INSURANCE REQUIREMENTS
FOR GOODS & SERVICES
FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 3-4 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 3-4 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity – Code of Iowa §670.4)	Equivalent to sample on Page 4 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit <i>(if applicable)</i>	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
-----------------	-------------

ENDORSEMENTS:

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
(Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)

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



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
Administration Division

TO: Mayor Green & City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: April 24, 2023
SUBJECT: Extension to Contract for Grant Administration with INRCOG for the EDA Grant: Travel, Tourism and Outdoor Recreation Program

A contract was approved in July 2022 with INRCOG for administration of the grant Cedar Falls received from the US Economic Development Administration (EDA) American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Program Grant. At that time, we anticipated the project would be completed by the end of 2023. After some delays with the project, we now know the anticipated schedule to start construction will be fall 2023. The construction contract calls for completion within one year. Therefore, we propose a contract amendment with INRCOG to extend their grant administration duties through the end of 2024. INRCOG reviewed their duties and is comfortable simply extending the deadline without any increases in compensation for services.

Similar to our contracts with INRCOG on the CDBG grant support, the scope of services in the July 2022 contract for grant administration of the US EDA grant included activities supporting or performing actions to maintain federal grant compliance. This includes monitoring compliance and maintaining records, reviewing contracts for compliance, ensuring Davis-Bacon compliance, and other financial management and reporting.

Staff recommends approval of the contract amendment for INRCOG's services to assist in compliance with the Economic Development Administration (EDA) through December 31, 2024.

xc: Thomas Weintraut, Planner III

FIRST AMENDMENT TO THE SERVICE/PRODUCT AGREEMENT

US Department of Commerce, Economic Development Administration (EDA)

**Federal Fiscal Year 2021 American Rescue Plan Act Travel, Tourism, and Outdoor
Recreation Program: Cedar River Recreation Improvements Project**

City Project Number: MC-038-3290

This First Amendment to the Service/Product Agreement for the US EDA Travel, Tourism, and Outdoor Recreation Program (hereinafter "Grant") is made and entered into this ____ day of _____, 2023, by and between the City of Cedar Falls, Iowa (hereinafter "City"), and **Iowa Northland Council of Governments** (hereinafter "Contractor").

WHEREAS, the City and the Contractor entered into a Service/Product agreement for the Grant dated July 5, 2022, which establishes the terms and conditions whereby the Contractor provides to the City administration services and support for the Grant (hereinafter "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, changes in the scope of services or changes in compensation may be made by written amendment; and

WHEREAS, the City and Contractor have agreed it is appropriate to change the contract ending date to December 31, 2024, due to delays in the Cedar River Recreation Improvements Project; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A of the Agreement is hereby amended by striking the date "December 31, 2023" under Time of Performance and substituting in lieu thereof "December 31, 2024".
2. The City and Contractor hereby acknowledge and agree that all of the terms and conditions of the Agreement including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this First Amendment to Service/Product Agreement for Federally Funded Project.

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to Service/Product Agreement for the US EDA Travel, Tourism, and Outdoor Recreation Program (Grant), effective as of the date first stated above.

CONTRACTOR:

IOWA NORTHLAND REGIONAL
COUNCIL OF GOVERNMENTS

BY: 

Brian Schoon, Executive Director

CITY:

CITY OF CEDAR FALLS, IOWA

BY: _____
Mayor Robert M. Green

ATTEST: _____
Jacque Danielsen

DATE: 4/19/2023

DATE: _____

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM
Administration Division

TO: Mayor Green and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: April 24, 2023
SUBJECT: Rotary Plaza Escrow

On September 6, 2022, the City Council approved an Agreement with the Rotary Club for construction of a plaza, monument and recreation trail located in the area of 205-221 West 1st Street. Per the agreement, prior to starting the project, Rotary is to provide a \$10,000 performance escrow to the City. This Performance Escrow Account would be used only if, in an unfortunate circumstance, the project were to be abandoned after starting it and the City incurred costs to restore the park back to its original condition.

A cash escrow agreement (performance) was Exhibit C to the approved agreement. Rotary has signed a cash escrow agreement and provided a check with the funds. At this time, the Council is asked to sign the cash escrow agreement. The project is anticipated to start late Spring/early Summer.

Staff recommends approval of the escrow agreement for Rotary Plaza.

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

This Cash Escrow Agreement (Performance) ("Agreement") is entered into on the ____ day of _____, 2023, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

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

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

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

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

1. Escrow Agent. The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein.

2. Delivery of Escrow Deposit. Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:

a. All parties to this Agreement , or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.

b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.

c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.

3. Escrow Account. The Escrow Account shall be interest bearing at a .15% accrual rate, accounted for in regular monthly intervals and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

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

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

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

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

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

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

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

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

The Rotary Club of Cedar Falls

By: Sam (name)

Its: President (title)

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

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

Dated this ____ day of _____, 2023

Farmers State Bank

By: _____ (name)

Its: _____ (title)



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM Administration Division

TO: Mayor Robert M. Green and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: April 24, 2023

SUBJECT: Cedar River Recreational Improvement Project
 Riverwise Engineering – Supplemental Agreement No. 5

Please find attached a proposed Supplemental Agreement No. 5 with Riverwise Engineering for construction services related to the Cedar River Recreational Improvement Project.

As the project has progressed since 2017, the City has entered into a variety of supplemental agreements for design and permitting. This history is described below. The original agreement with Riverwise which was approved by the City Council on September 5, 2017 included 30% preliminary design and agency coordination for the in-river and riverbank improvements from the upstream side of the Main Street Bridge to the downstream side of the W. 1st Street Bridge. Supplemental Agreement No. 1 was approved by the City Council on July 16, 2018 and included design services from preliminary design through agency permitting and final design. Supplemental Agreement No. 2 was approved by the City Council on May 5, 2019 for the bathymetric survey services around the low head dam upstream of the 1st Street Bridge. Supplemental Agreement No. 3 was approved on October 19, 2021 to add construction management services and bid document preparation associated with the project construction. Supplemental Agreement No. 4 was approved on April 20, 2022 for revised design and bid letting services after we rejected all bids in late 2021, sought additional grants and then worked to re-bid the project in 2022. A contract for construction was awarded to PCI on December 19, 2022. Following that, the Council indicated their interest to work with Riverwise Engineering for construction phase services. Staff has been working through options on construction phase services which initially included exploring other consultants. The attached Supplemental Agreement No. 5 would replace the former agreement on construction management, based on the current project.

The attached proposed Supplemental Agreement No. 5 outlines the scope of services and fees for services not to exceed \$198,170.00. If a task requires less effort, the

consultant will only bill for the effort needed. The services include several on-site visits by the design engineer (or their representative), more frequent visits by construction specialists throughout the project, and monitoring by a local architectural firm that was a subcontractor in the design work as well.

Below is an anticipated schedule for the project.

Timeframe	Action
December 2022	Construction contract approved
May 2023	Construction observation contract approved
May-August 2023	Materials selection & mobilization
August/September 2023	Construction start, weather & river levels permitting
September 2024	Construction completed

The Department of Community Development and Department of Public Works request your consideration and approval of the design services Supplemental Agreement No. 5 with Riverwise Engineering.

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

xc: Stephanie Houk Sheetz, AICP, Director of Community Development
 Chase Schrage, Director of Public Works
 David Wicke, PE, City Engineer
 Thom Weintraut, AICP, Planner III

SUPPLEMENTAL AGREEMENT NO. 5

**Cedar River Recreational Improvement Project
Cedar Falls, Iowa
City Project Number MC-038-3290**

4/24/23

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT) and Riverwise Engineering, LLC (CONSULTANT) PO Box 706, Durango, CO 81301, dated September 5, 2017 for 30% preliminary design, instream and upland (riverbank) drawings, cost estimating, and project reporting as part of the Cedar River Recreational Improvement Project (Agreement); and

WHEREAS, the CLIENT and CONSULTANT entered into Supplemental Agreement 1, dated July 16, 2018, for 60% preliminary design, permitting, final design and bid letting services; and

WHEREAS, the CLIENT and CONSULTANT entered into Supplemental Agreement 2, dated May 6, 2019, for bathymetric survey services, and

WHEREAS, the CLIENT and CONSULTANT entered into Supplemental Agreement 3, dated October 19, 2021, for construction phase services, and

WHEREAS, the CLIENT and CONSULTANT entered into Supplemental Agreement 4, dated April 20, 2022, for revised design and bid letting services, and

WHEREAS, the CLIENT and CONSULTANT desire to enter into this Supplemental Agreement No. 5 for construction phase services based on the revised design through Supplemental Agreement No. 4.

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

I. SCOPE OF SERVICES

CONSULTANT shall perform additional professional services in connection with the Cedar River Recreational Improvement Project in accordance with the services listed in Exhibit A attached hereto.

II. COMPENSATION

Compensation for the above Services will be a direct expense in accordance with Part VI of the Agreement. The fee for these services is One Hundred Ninety-Eight Thousand One Hundred Seventy Dollars (\$198,170.00).

Cedar River Recreational Improvement Project
Cedar Falls, Iowa
City Project No. MC-038-3290

III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated September 5, 2017 or as specified in Supplemental Agreements 1-4.

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

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Shane Sigle

Printed Name: _____

Printed Name: Shane Sigle

Title: _____

Title: Principal

Date: _____

Date: 4/24/23

Cedar River Recreational Improvement Project
 Cedar Falls, Iowa
 City Project No. MC-038-3290

EXHIBIT A
 Construction Phase Services & Compensation by Activity

TASK		Subtotal	Task Subtotal
Task 1: Bidding Review and City/Contractor Coordination			\$ 3,680
1.1	Bid Documents Review: Includes review and coordination with City staff to update RWE staff on the bid progress and contractor coordination. This may include review of rock specifications, delivered rocks, coordination with the rock supplier and Peterson Contractors.	\$ 3,680	
Task 2: Construction Services			\$ 194,490
2.1	Pre-Construction Meeting: Includes two RWE and one Align representative on-site to assist or lead the pre-construction meeting with Peterson Contractors, all relevant stakeholders, and subcontractors. The meeting will be held on-site and at City Hall.	\$ 5,400	
2.2	RWE On Site Construction Administration (assumes six visits of two days each and eight visits for one-day each (estimate): Includes one RWE project manager (Shane Sigle, Mike Harvey, or Riley Gelatt) on-site for six visits of two days to provide construction observations and work with chosen contractor to complete project based on engineered design and construction standards. Each site visit is \$4,500. Includes one RWE construction specialist (Ty Graham, Andy Reimenschneider) on-site for twenty six half-day visits. Each site visit is \$1,890. Staff will visit to observe structural boulder and concrete placement and layout, safety improvements, hazard mitigation, recreational amenity creation, material placing for public access, and to troubleshoot foundation issues, structural issues, grading, slope, trail, scheduling, and recreational whitewater related issues. Includes value engineering options and suggestions during construction, as available. The six project manager visits will focus on observations during creation of the six recreational instream structures and the visits by the construction specialist will focus on value engineering, contractor interface to convey design and construction principles, best management practices, techniques, safety protocols for construction, recreational feature optimization, safety protocols for structure performance, and safety for river users.	\$ 76,140	
2.2A	ALIGN On Site Construction Administration (estimate): Specialty Stone Work: Quarry site visit or on-site sorting and labeling: Architect to select layout on site and number stones for placement and shipping. Includes Turtle Back Landing (Structure #6) observations and submittal approval, vertical wall setting, and stone seat wall setting. Stone Toe Connection - Observations for keying into established stone and upstream headwall setting at all trails. Shoreline Stone: Observations for stone setting and walkways 2 hrs. daily during upland set-up times. Assistance with establishing planting pocket locations. Concrete: Align will schedule on site concrete color consultant to instruct on Turtle Back Landing surface prep, forming, edge coloring, and stamping surface decoration. Includes Upper Plaza surface decoration layout assistance Planting: Includes layout of small plants and grid protected planting. Signage: Includes leading artwork and design text consultation with sign contractor plus placement of signs. Includes site map art for location map.	\$ 21,500	

Cedar River Recreational Improvement Project
Cedar Falls, Iowa
City Project No. MC-038-3290

EXHIBIT A (continued)
Construction Phase Services & Compensation by Activity

TASK		Subtotal	
2.3	Responding to RFI's, Review Material Submittals, Remote Inspection: Includes coordination with contractor to answer questions, concerns, and comments during the construction process. Includes RWE and Align review of material submittals, shop drawings, rock sizing and specifications, and coordination with the City on options available. This is an estimate and will be billed hourly.	\$ 24,150	
2.4	Initial Product Testing and Hydraulic Optimization Site Visit: Includes one RWE representative on-site to test each of five hydraulic drop structures and associated instream elements for optimal performance. Ideally, site visit will include subsequent observations during dewatering and modification of drop structures, as needed.	\$ 22,500	
2.5	First Hydrograph Maintenance Site Visit: Includes one RWE representative on-site to review areas requiring modifications resulting from the river's impact following the first hydrograph. Deliverables include a memo summarizing findings and recommendations.	\$ 7,200	
2.7	Project Management/Coordination: Coordination between City staff, contractor, permitting agencies, and relevant stakeholders on permitting requirements, timing, scheduling, stages, processes, and . This is an estimate and will be billed hourly.	\$ 14,000	
2.8	Expenses: Includes costs associated with travel, phone, office, printing, and media. Site visits from out of state are \$1900/visit and in-state representatives are \$250.	\$ 23,600	
			\$ 198,170
Total for Task 1 and 2:		\$	198,170

Notes:

- 1) Does not include additional surveying following construction nor any permit conditions or requests from permitting agencies. Does not include wetland, archaeological, cultural, or any biological surveys that may be requested during permitting.
- 2) Does not include additional local permits that may be necessary prior to construction.
- 3) Does not include contract administration, Project management/coordination, pay application review and approval, shop drawing review, quantity verifications, weather monitoring and recording, daily reports, SVPPPP management or coordination, staging area coordination, river level monitoring or recording, demobilization plans, and federal and state agency coordination and reporting.
- 4) Project layout and timing planning, consulting on construction order related to structures, remote construction oversight, contractor questions regarding pay items, construction techniques, construction phasing, and permit condition interpretation and compliance may be billed under Item 2.3.

5) Does not include Items 2.6 originally proposed by RWE. This tasks is shown below. Additional work related to this task will be billed on an hourly basis.

- 2.6 **Contract Administration:** Includes review and approval of invoices, and recommendations to the City during the contractor payment process. Includes on-site review of work completed when the site visit is coupled with the on-site contract administration visits.

Hourly Rates Schedule**Riverwise Engineering, LLC**

Principal: \$195/hr.

Project Engineer/Manager: \$180/hr.

Construction Specialist: \$135/hr.

Engineering technician: \$95/hr.

AutoCAD/Civil3D: \$115/hr.

Administrative: \$75/hr.

Align Architects

Principal Architect \$150.00/hr.

Preservation Architect \$140.00/hr.

Landscape Architect \$125.00/hr.

Registered Architect \$115.00/hr.

Draftsperson \$95.00/hr.

Office Administration \$65.00/hr.



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Brett Armstrong, Civil Engineer II
DATE: April 24, 2023
SUBJECT: 2022 Sidewalk Assessment Project
Project No. SW-000-3293
Final Acceptance

The 2022 Sidewalk Assessment Project is completed and ready for final acceptance. This project involved the repair of deficient sidewalk adjacent to various property owners. This project will assess the cost of repair to the individual property owners.

This project was under contract with Iowa Flat Works Concrete Construction of Cedar Falls, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Iowa Flat Works
- Final Breakdown of Expenditures

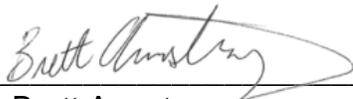
The following lien waivers have been received, reviewed by the Engineering Division, and are on file with the City Clerk:

<u>Boulder Contracting, LLC Suppliers:</u> <i>Benton's Ready Mix Concrete</i>	<u>Boulder Contracting, LLC subcontractors:</u> <i>Maloney Lawn Landscape Snow</i>
--	---

This project was funded by Special Assessment and below is a breakdown of final contract costs by the funding source:

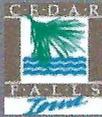
Funding Source	Attributed Costs
Special Assessment	\$39,797.85

I certify that the public improvements for the 2022 Sidewalk Assessment Project was completed in reasonable compliance with the project plans and specifications.


Brett Armstrong

4/24/23
Date

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



CONTRACTOR'S APPLICATION FOR PAYMENT

No. **5**

Pay Application

2022 Sidewalk Assessment	
Project Number:	SW-000-3293
Contract Completion Date:	11/24/22

Application Period:	11/17/22 to 03/23/23	Application Date:	03/23/23
To (Owner):	City of Cedar Falls	Via (Engineer):	Brett Armstrong
From (Contractor):	Iowa Flat Works		Engineer II

Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ -	\$ -
2	\$ -	\$ -
3	\$ -	\$ -
4	\$ -	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ -	\$ -

Net Change by Change Orders	
(a) + (b) = (c)	\$ -

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By (Contractor): Jon Voigt
 Date: 4/14/23 Jon Voigt

1. ORIGINAL CONTRACT PRICE	\$	49,143.69
2. NET CHANGE BY CHANGE ORDERS (c)	\$	-
3. CURRENT CONTRACT PRICE	\$	49,143.69
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	39,797.85
5. RETAINAGE		
a. 0% x \$ 39,797.85 Work Completed	\$	-
b. 0% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. CUMULATIVE LIQUIDATED DAMAGES CHARGED		
0 Days x \$ 300.00 Per Day	\$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6)	\$	39,797.85
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	37,807.96
9. AMOUNT DUE THIS APPLICATION	\$	1,989.89
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	39,797.85
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		81%
Current Contract Price (Line 10 ÷ Line 3)		81%

Payment of: \$ **1,989.89** (Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted: Brett Armstrong Date: 4/14/2023
 Brett Armstrong, Engineer II

CONTRACTOR'S APPLICATION FOR PAYMENT No. 5

2022 Sidewalk Assessment			Application Period: 11/17/22 to 03/23/23				Application Date: 03/23/23			
Project Number: SW-000-3293			To (Owner): City of Cedar Falls				Via (Engineer): Brett Armstrong			
Contract Completion Date: 11/24/22			From (Contractor): Iowa Flat Works				Engineer II			

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Item Completed
Item			Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	
Bid Item Number	Description	Unit													
1	Off-Site Topsoil	CY	17.25	\$ 110.00	\$ 1,897.50	10.00	3.79	\$ 417.34	13.79	\$ 1,517.34	\$ -	\$ 1,517.34	80%	\$ 380.16	
2	Removal of Sidewalk	SY	217.10	\$ 85.99	\$ 18,668.43	172.10	-	\$ -	172.10	\$ 14,798.88	\$ -	\$ 14,798.88	79%	\$ 3,869.55	
3	Sidewalk, PCC, 4 in, Class C	SY	209.90	\$ 96.82	\$ 20,322.52	163.10	-	\$ -	163.10	\$ 15,791.34	\$ -	\$ 15,791.34	78%	\$ 4,531.18	
4	Sidewalk, PCC, 6 in, Class C	SY	7.20	\$ 117.60	\$ 846.72	9.00	-	\$ -	9.00	\$ 1,058.40	\$ -	\$ 1,058.40	125%	\$ (211.68)	
5	Temporary Traffic Control	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	-	\$ -	1.00	\$ 3,500.00	\$ -	\$ 3,500.00	100%	\$ -	
6	Seeding, Fertilizing and Mulching for Hydraulic Seeding	SF	924.00	\$ 4.23	\$ 3,908.52	500.00	240.40	\$ 1,016.89	740.40	\$ 3,131.89	\$ -	\$ 3,131.89	80%	\$ 776.63	
Totals					\$ 49,143.69			\$ 1,434.23		\$ 39,797.85	\$ -	\$ 39,797.85		\$ 9,345.83	

Performance, Payment, and Maintenance Bond

SURETY BOND NO. NIA 4203

KNOW ALL BY THESE PRESENTS:

That we, Iowa Flatworks, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Merchants National Bonding, Inc. _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Forty Nine Thousand One Hundred Forty Three and 69/100 _____ (\$ \$49,143.69 _____), 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:

**2022 Sidewalk Assessment Project
Sidewalk / Pavement / Seeding
Project SW-000-3293**

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. SW-000-3293

Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Iowa Flatworks, Inc.
Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Merchants National Bonding, Inc.
Surety Company

City, State, Zip Code

By: *E A von Harz*
Signature Attorney-in-Fact Officer

Company Telephone Number

E A von Harz
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC
Company Name

FORM APPROVED BY:

Attorney for Owner

4200 University Ave, Suite 200
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-244-0166
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brandon Horbach; Courtney Meyer; Daniel M Molyneaux; E A von Harz; Greg T LaMair; Jeffrey R Baker; Joseph I Schmit; Juliana Bartlett; Karen S Hartson; Laura J Adams; Lori S Burroughs; Stacey Rensberger; Stacy Paisley

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

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

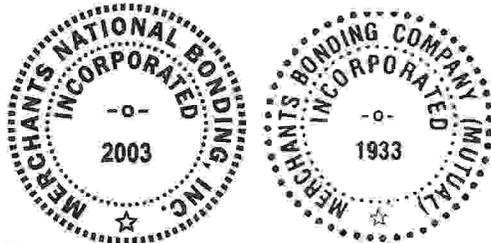
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of June, 2022.

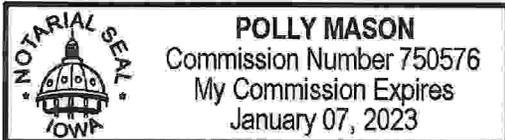


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Polly Mason
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

Iowa Flatworks

Concrete Construction

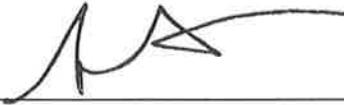
Vendor:

Maloney Lawn Landscape Snow
45 E Airline Hwy
Waterloo, Iowa
50703

Project:
Cedar Falls 2022 Sidewalk Assessment Project

Project #:
SW-000-3293

Certification: I/we the undersigned subcontractor hereby release lien rights on the above names project for payment received on this date for the project/invoices listed above.

Signed:  _____

Date: 3/16/23 _____

Iowa Flatworks

Concrete Construction

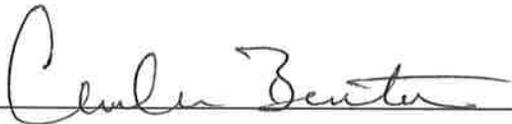
Vendor:

Benton's Ready Mix Concrete
725 Center Street
Cedar Falls, Iowa
50613

Project:
Cedar Falls 2022 Sidewalk Assessment Project

Project #:
SW-000-3293

Certification: I/we the undersigned subcontractor hereby release lien rights on the above names project for payment received on this date for the project/invoices listed above.

Signed: 

Date: 3-15-23



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer II

DATE: April 25, 2023

SUBJECT: 2022 Sidewalk Assessment Project – Zone 5
 Project No. SW-000-3293
 Presentation of Final Statement of Expenditures for Material and Labor

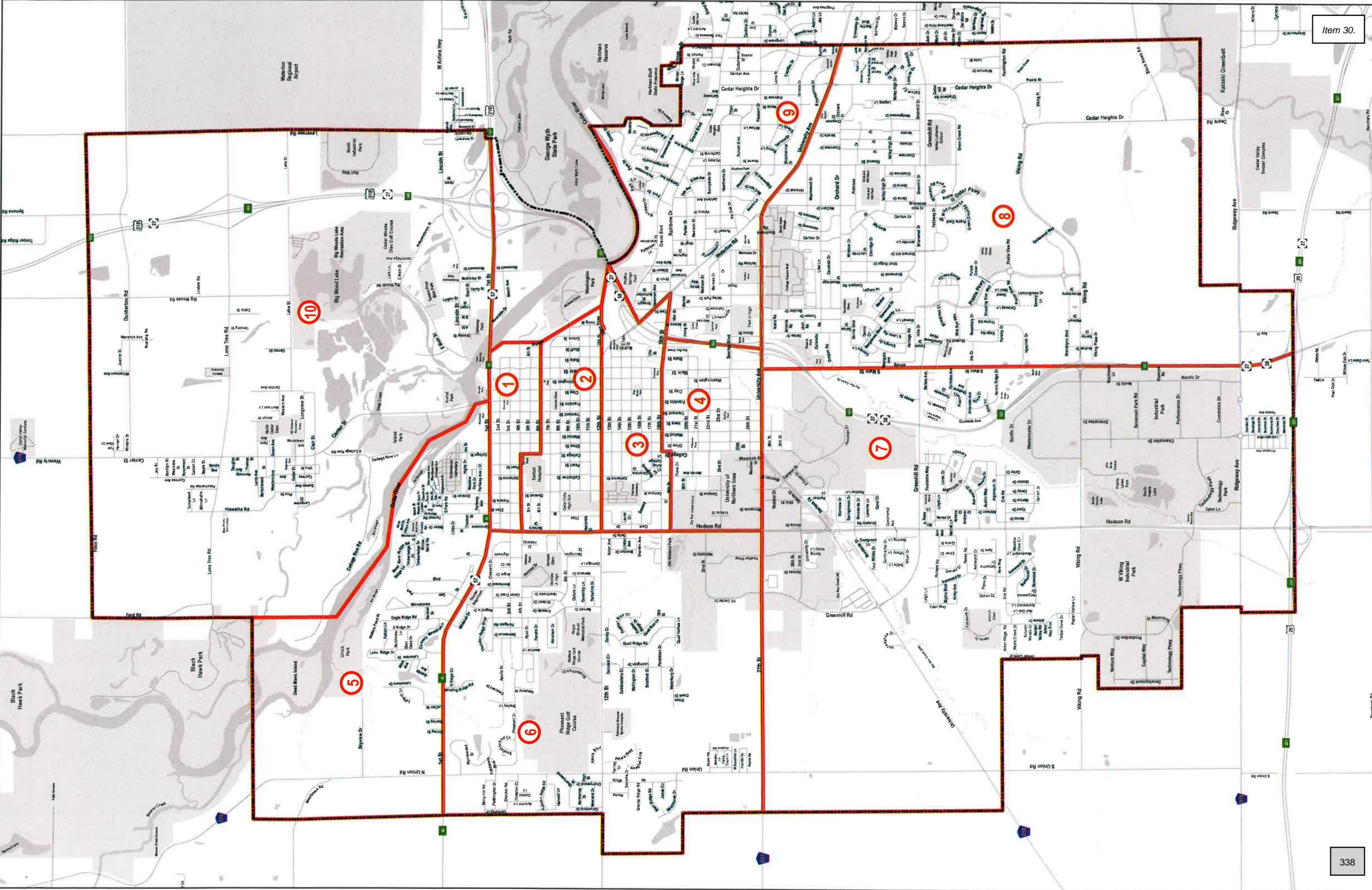
The 2022 Sidewalk Assessment Project for Zone 5 is completed and ready for assessment. The project repaired deficient sidewalk adjacent to 62 private properties for a total assessment cost of \$39,797.85.

In 2021, approximately 75 notices were sent out for defective or missing sidewalks. The notices informed the property owners of their responsibility to repair the adjacent sidewalk. If the property owners didn't repair the sidewalk, the City would repair the sidewalk and assess the property. Twenty percent of the property owners notified repaired the defective or missing sidewalk, and eighty percent of the property owners notified did not repair the defective or missing sidewalk. The average cost of defective sidewalk is \$454.67 with the highest cost at approximately \$3,775.62.

Attached please find the Final Statement of Expenditures for Material and Labor for the 2022 Sidewalk Assessment Project for Zone 5.

I recommend that the City Council approve and accept the Final Statement of Expenditures for Material and Labor for the 2022 Sidewalk Assessment Project for Zone 5.

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



**2022 SIDEWALK ASSESSMENT PROJECT
CITY PROJECT NUMBER SW-000-3293
Final Statement of Expenditures for Material and Labor**

LOCATION NO.	Property Owner	Mailing Address	City	State	Zip Code	LOCATION	Legal Description	Item No. 1 OFF-SITE TOPSOIL (C.Y.)	Unit Price	Extended Price	%	Item No. 2 REMOVAL OF SIDEWALK (S.Y.)	Unit Price	Extended Price	Item No. 3 SIDEWALK 4" P.C.C., Class "C" (S.Y.)	Unit Price	Extended Price	Item No. 4 REPLACE SIDEWALK 6" P.C.C., Class "C" (S.F.)	Unit Price	Extended Price	Item No. 5 TEMPORARY TRAFFIC CONTROL (L.S.)	Unit Price	Extended Price	Item No. 6 SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING (S.F.)	Unit Price	Extended Price	Totals
1	Price, Joseph D	706 LAKESHORE DR	Cedar Falls	IA	50613	706 Lakeshore Dr	8914-03-451-016	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
2	Lilly, Colleen A	818 LAKESHORE DR	Cedar Falls	IA	50613	818 Lakeshore Dr	8914-03-451-012	0.275315225	\$ 110.00	\$ 30.29	0.019755956	3.4	\$ 85.99	\$ 295.46	3.4	\$ 96.82	\$ 332.67	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	15.6	\$ 4.23	\$ 65.91	\$ 794.34
3	Ridges Park Homeowners Assoc	619 Lake Ridge Dr	Cedar Falls	IA	50613	619 Lake Ridge Dr	8914-03-479-019	0.291340792	\$ 110.00	\$ 32.06	0.020918071	3.6	\$ 85.99	\$ 312.66	3.6	\$ 96.82	\$ 352.04	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	16.5	\$ 4.23	\$ 69.67	\$ 836.42
4	HEAD, DIANNE M	709 LAKE RIDGE DR	Cedar Falls	IA	50613	709 Lake Ridge Dr	8914-03-479-012	0.291340792	\$ 110.00	\$ 32.06	0.020918071	3.6	\$ 85.99	\$ 312.66	3.6	\$ 96.82	\$ 352.04	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	16.5	\$ 4.23	\$ 69.67	\$ 836.42
5	Patel, Dineshkum J	1216 LAKE RIDGE DR	Cedar Falls	IA	50613	1216 Lake Ridge Dr	8914-03-431-009	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
6	Hawthorne, Kyle	1224 LAKE RIDGE DR	Cedar Falls	IA	50613	1224 Lake Ridge Dr	8914-03-431-011	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
7	Peterson Olsen, Janice A	1011 LAKEVIEW DR	Cedar Falls	IA	50613	1011 Lakeview Dr	8914-03-453-001	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
8	Keys, Gary S	2806 GLEN OAKS DR	Cedar Falls	IA	50613	2806 Glen Oaks Dr	8914-03-477-001	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
9	Wunderlich, Chad A	903 SOUTH RIDGE DR	Cedar Falls	IA	50613	903 South Ridge Dr	8914-03-428-020	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
10	Wheeler, Deanna K	1005 SOUTH RIDGE DR	Cedar Falls	IA	50613	1005 South Ridge Dr	8914-03-428-027	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
11	Dickey, Gabriel	513 EAGLE RIDGE RD	Cedar Falls	IA	50613	513 Eagle Ridge RD	8914-10-228-004	0.435570889	\$ 110.00	\$ 47.92	0.031377106	5.4	\$ 85.99	\$ 467.44	5.4	\$ 96.82	\$ 526.31	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	24.5	\$ 4.23	\$ 103.51	\$ 1,215.19
12	Holthaus, Kaila E	702 EAGLE RIDGE RD	Cedar Falls	IA	50613	702 Eagle Ridge RD	8914-03-429-005	0.291340792	\$ 110.00	\$ 32.06	0.020918071	3.6	\$ 85.99	\$ 312.66	3.6	\$ 96.82	\$ 352.04	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	16.5	\$ 4.23	\$ 69.67	\$ 836.42
13	Johnson, Todd A	727 EAGLE RIDGE RD	Cedar Falls	IA	50613	727 Eagle Ridge RD	8914-03-428-009	0.724031088	\$ 110.00	\$ 79.65	0.052295177	9.0	\$ 85.99	\$ 777.01	9.0	\$ 96.82	\$ 874.87	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	40.5	\$ 4.23	\$ 171.19	\$ 1,972.71
14	Kolbet, Robyn M	809 EAGLE RIDGE RD	Cedar Falls	IA	50613	809 Eagle Ridge RD	8914-03-428-010	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
15	Denner, Susan	1674 OAKWOOD DR	Waterloo	IA	50701	1004 Eagle Ridge RD	8914-03-428-002	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
16	Schuller, Michael J	1117 EAGLE RIDGE RD	Cedar Falls	IA	50613	1117 Eagle Ridge RD	8914-03-426-025	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	0.0	\$ 96.82	\$ 3.49	1.8	\$ 117.60	\$ 211.68	0.02	\$ 3,500.00	\$ 70.00	0.5	\$ 4.23	\$ 1.99	\$ 461.22
17	Vick, Andrew D	413 OAK PARK BLVD	Cedar Falls	IA	50613	413 Oak Park BLVD	8914-11-104-006	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
18	Bremner, Richard L	501 OAK PARK BLVD	Cedar Falls	IA	50613	501 Oak Park BLVD	8914-11-104-004	0.219225742	\$ 110.00	\$ 24.12	0.015688553	2.7	\$ 85.99	\$ 235.27	0.0	\$ 96.82	\$ 3.49	2.7	\$ 117.60	\$ 317.52	0.02	\$ 3,500.00	\$ 70.00	0.5	\$ 4.23	\$ 1.99	\$ 652.39
19	Hill, Larry L	511 OAK PARK BLVD	Cedar Falls	IA	50613	511 Oak Park BLVD	8914-11-104-003	0.283328008	\$ 110.00	\$ 31.18	0.020337013	3.5	\$ 85.99	\$ 304.06	3.5	\$ 96.82	\$ 342.36	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	16.0	\$ 4.23	\$ 67.79	\$ 815.38
20	Sindt, Wesley	620 OAK PARK BLVD	Cedar Falls	IA	50613	620 Oak Park BLVD	8914-02-303-009	0.291340792	\$ 110.00	\$ 32.06	0.020918071	3.6	\$ 85.99	\$ 312.66	3.6	\$ 96.82	\$ 352.04	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	16.5	\$ 4.23	\$ 69.67	\$ 836.42
21	Zimmerman, William G Jr	621 OAK PARK BLVD	Cedar Falls	IA	50613	621 Oak Park BLVD	8914-02-301-054	0.291340792	\$ 110.00	\$ 32.06	0.020918071	3.6	\$ 85.99	\$ 312.66	3.6	\$ 96.82	\$ 352.04	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	16.5	\$ 4.23	\$ 69.67	\$ 836.42
22	Lair, Rodney D	702 OAK PARK BLVD	Cedar Falls	IA	50613	702 Oak Park BLVD	8914-02-303-007	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
23	Lytte, Aaron	810 OAK PARK BLVD	Cedar Falls	IA	50613	810 Oak Park BLVD	8914-02-303-003	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
24	Dabney, Erin E	811 OAK PARK BLVD	Cedar Falls	IA	50613	811 Oak Park BLVD	8914-02-301-048	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
25	West, Donald D	915 OAK PARK BLVD	Cedar Falls	IA	50613	915 Oak Park BLVD	8914-02-301-045	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
26	Walsh, Linda L	919 OAK PARK BLVD	Cedar Falls	IA	50613	919 Oak Park BLVD	8914-02-301-044	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
27	Narigon, Edward J	1006 OAK PARK BLVD	Cedar Falls	IA	50613	1006 Oak Park BLVD	8914-02-303-019	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
28	Murphy, George P	1018 OAK PARK BLVD	Cedar Falls	IA	50613	1018 Oak Park BLVD	8914-02-303-018	0.291340792	\$ 110.00	\$ 32.06	0.020918071	3.6	\$ 85.99	\$ 312.66	3.6	\$ 96.82	\$ 352.04	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	16.5	\$ 4.23	\$ 69.67	\$ 836.42
29	Vetter, Kimberly L	1203 OAK PARK BLVD	Cedar Falls	IA	50613	1203 Oak Park BLVD	8914-02-301-034	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
30	Rodomista, Vincent P	1212 OAK PARK BLVD	Cedar Falls	IA	50613	1212 Oak Park BLVD	8914-02-303-012	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
31	Troyer, Timothy K	1304 OAK PARK BLVD	Cedar Falls	IA	50613	1304 Oak Park BLVD	8914-11-103-001	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
32	Miller, William L	2627 MINNETONKA DR	Cedar Falls	IA	50613	2627 Minnetonka DR	8914-02-301-026	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
33	Freiberg, Billy D	2701 MINNETONKA DR	Cedar Falls	IA	50613	2701 Minnetonka DR	8914-02-301-025	0.50768594	\$ 110.00	\$ 55.85	0.036606624	6.3	\$ 85.99	\$ 544.83	3.6	\$ 96.82	\$ 352.04	2.7	\$ 117.60	\$ 317.52	0.02	\$ 3,500.00	\$ 70.00	16.5	\$ 4.23	\$ 69.67	\$ 1,409.91
34	Wilson, Joshua J	2702 MINNETONKA DR	Cedar Falls	IA	50613	2702 Minnetonka DR	8914-02-301-058	1.429156015	\$ 110.00	\$ 157.22	0.103428239	17.8	\$ 85.99	\$ 1,533.72	16.0	\$ 96.82	\$ 1,552.61	1.8	\$ 117.60	\$ 211.68	0.02	\$ 3,500.00	\$ 70.00	71.6	\$ 4.23	\$ 302.79	\$ 3,828.01
35	Iowa Annual Conf United Meth	3102 W 1ST ST APT 110	Cedar Falls	IA	50613	205 N Highland DR	8914-11-126-039	0.291340792	\$ 110.00	\$ 32.06	0.020918071	3.6	\$ 85.99	\$ 312.66	3.6	\$ 96.82	\$ 352.04	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	16.5	\$ 4.23	\$ 69.67	\$ 836.42
36	Holland, John J	213 N HIGHLAND DR	Cedar Falls	IA	50613	213 N Highland DR	8914-11-126-038	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
37	Berregaard, Danny T	9032 BEAVER MEADOWS LN	Cedar Falls	IA	50613	325 N Genevieve ST	8914-11-201-028	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
38	Gray, Gerald L	222 N DIVISION ST	Cedar Falls	IA	50613	222 N Division ST	8914-11-203-014	0.147110693	\$ 110.00	\$ 16.19	0.010459035	1.8	\$ 85.99	\$ 157.88	1.8	\$ 96.82	\$ 177.76	0.0	\$ 117.60	\$ -	0.02	\$ 3,500.00	\$ 70.00	8.5	\$ 4.23	\$ 35.83	\$ 457.66
39	Larsen Rentals LLC	2009 CENTRAL AVE	Cedar Falls	IA	50613	228 N Division ST	8914-11-203-013	0.147110693																			

**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: Ben Claypool, Principal Engineer, PE, PhD

DATE: April 24, 2023

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
McWing LLC, 3015/3025/3035/3045 Capital Way, Cedar Falls, IA 50613

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for McWing LLC, 3015/3025/3035/3045 Capital Way, Cedar Falls, IA 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: Lisa S. Burch, P.E, Engineer, YTT Design Solutions

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **McWing LLC** (hereinafter “Owner”) and the City of Cedar Falls, Iowa (hereinafter “City”), on the _____ day of _____, 20_____.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter “Benefited Property”); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City’s Code of Ordinances (hereinafter “Plan”) has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner’s land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City’s Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner’s cost storm water management facilities in compliance with Section 24-341 of the City’s Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter “Facilities”).
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns. Notwithstanding the foregoing, should the City acquire any part of the Benefitted Property by way of condemnation or otherwise, the City shall not be bound by the terms of this Agreement, and shall not be considered a property owner or responsible party for purposes of the City's stormwater control, management, construction, maintenance and repair ordinances.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

By (Signature): [Signature]
Printed Name: BRIAN WINGERT
Title: Member

STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 12th day of April 2023, 2023 by BRIAN WINGERT as Member of McWing
(Printed Name) (Title)

LLC.



[Signature]
Notary Public in and for the State of Iowa

City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

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

Notary Public in and for the State of Iowa
Page 3 of 3

Exhibit A

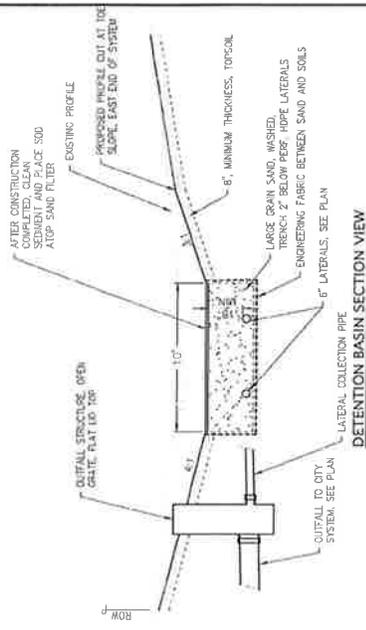
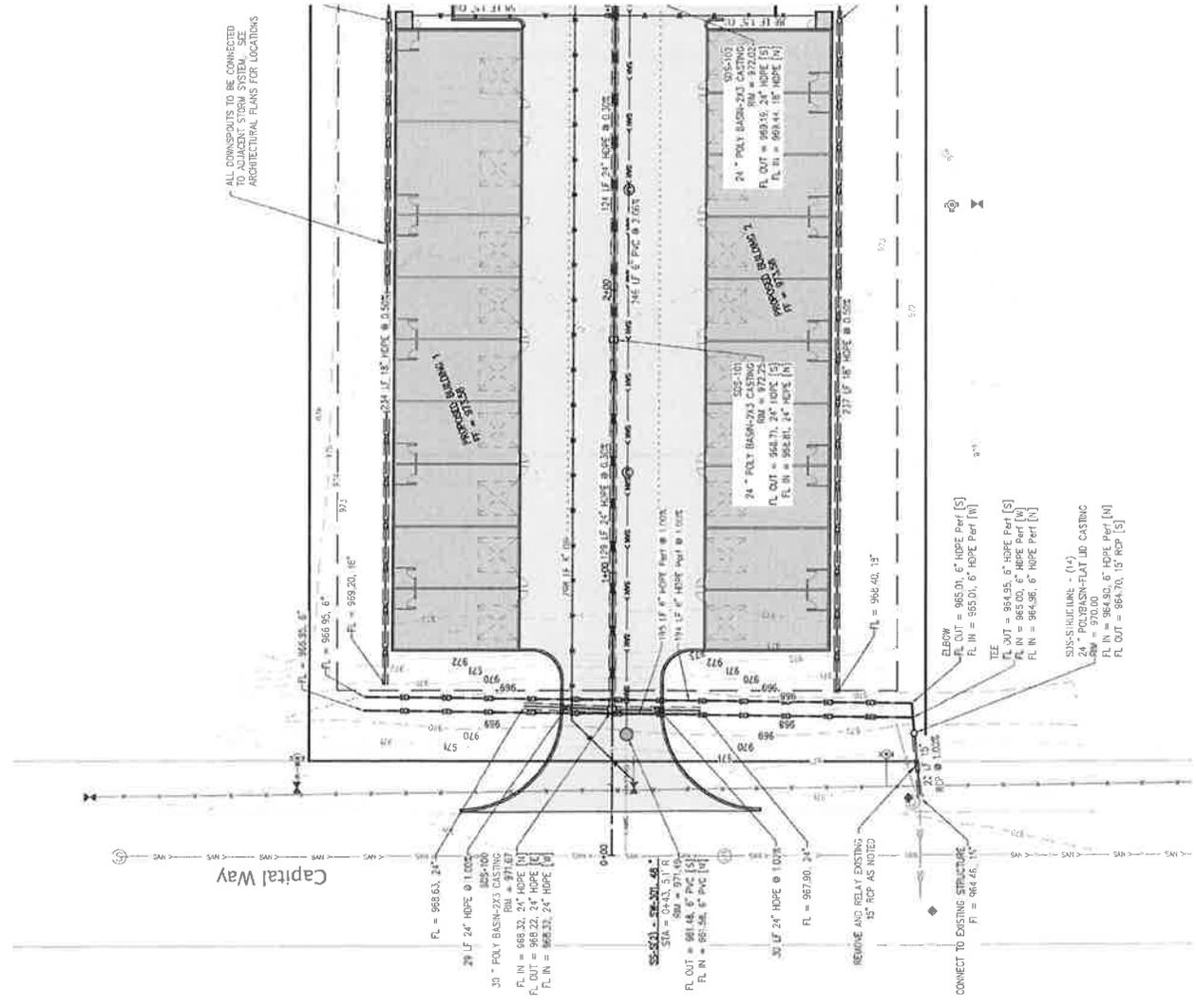
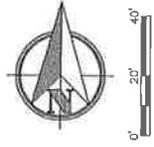
Legal Description

LOT 6, WEST VIKING RD INDUSTRIAL PARK, PHASE I, CITY OF CEDAR
FALLS, BLACK HAWK COUNTY, IOWA

Exhibit B

Stormwater Management Facilities

SEE PLAN SHEETS C1.1 and C1.2 attached



- NOTES:**
1. ALL HOPE DRAINAGE PIPE SHALL BE OF DUAL WALL CONSTRUCTION UNLESS SPECIFICALLY SPECIFIED OTHERWISE.
 2. STORM PIPING SHALL BE RCP WHERE PLACED WITHIN CITY RIGHT OF WAY.
 3. WATER LINE SHALL BE BURIED TO MAINTAIN 6\"/>

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	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.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

Exhibit E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: April 24, 2023

SUBJECT: Ashworth Drive Roadway Extension
 City Project Number: CP-197-3244
 Bid Opening

On Monday, April 24, 2023 at 10:00 a.m. bids were received and opened for the Various Intersection Improvements. A total of four (4) bids were received:

	<i>Base Bid</i>
Engineering Estimate	\$1,741,648.04
Dave Schmitt Construction	\$1,249,087.31
Peterson Contractors, Inc.	\$1,410,498.00
Owen Contracting, Inc.	\$1,538,117.00
Vieth Construction Corporation	\$1,567,181.38

The Engineer's Estimate for this project was \$1,741,648.04. Dave Schmitt Construction of Cedar Rapids, Iowa submitted the low bid in the amount of \$1,249,087.31. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Dave Schmitt Construction in the amount of \$1,249,087.31. On May 15, 2023, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

Ashworth Drive Roadway Extension - Bid Tab

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Dave Schmitt Construction		Peterson Contractors, Inc.		Owen Contracting, Inc.		Vieth Const. Corp.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-108-C	CLEARING AND GRUBBING	LS	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$15,500.00	\$15,500.00	\$5,000.00	\$5,000.00
2	2010-108-D-1	ON-SITE TOPSOIL	CY	550	\$16.00	\$8,800.00	\$17.70	\$9,735.00	\$6.50	\$3,575.00	\$9.00	\$4,950.00	\$12.00	\$6,600.00
3	2010-108-D-3	OFF-SITE TOPSOIL	CY	290	\$32.00	\$9,280.00	\$50.00	\$14,500.00	\$23.00	\$6,670.00	\$19.00	\$5,510.00	\$40.00	\$11,600.00
4	3010-108-F	TRENCH COMPACTION TESTING	LS	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$6,250.00	\$6,250.00	\$5,200.00	\$5,200.00	\$5,250.00	\$5,250.00
5	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	CY	7790	\$14.50	\$112,955.00	\$9.55	\$74,394.50	\$9.00	\$70,110.00	\$9.25	\$72,057.50	\$13.50	\$105,165.00
6	2010-108-E-0	EXCAVATION , CLASS 12, BOULDERS	CY	20	\$600.00	\$12,000.00	\$27.00	\$540.00	\$75.00	\$1,500.00	\$25.00	\$500.00	\$63.00	\$1,260.00
7	2010-108-F-0	BELOW GRADE EXCAVATION (CORE OUT)	CY	121	\$14.50	\$1,754.50	\$67.25	\$8,137.25	\$16.00	\$1,936.00	\$59.00	\$7,139.00	\$85.00	\$10,285.00
8	2010-108-G-0	SUBGRADE PREPARATION	SY	3651	\$4.00	\$14,604.00	\$2.10	\$7,667.10	\$1.25	\$4,563.75	\$2.50	\$9,127.50	\$1.50	\$5,476.50
9	2010-108-H-0	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	SY	1825	\$9.00	\$16,425.00	\$7.40	\$13,505.00	\$7.50	\$13,687.50	\$8.90	\$16,242.50	\$7.00	\$12,775.00
10	2010-108-I-0	SUBBASE, MODIFIED, 12 IN.	SY	3651	\$20.00	\$73,020.00	\$18.00	\$65,718.00	\$18.25	\$66,630.75	\$20.00	\$73,020.00	\$18.50	\$67,543.50
11	3010-108-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	300	\$32.50	\$9,750.00	\$29.00	\$8,700.00	\$36.75	\$11,025.00	\$27.50	\$8,250.00	\$40.00	\$12,000.00
12	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN., TRUSS	LF	563	\$83.00	\$46,729.00	\$64.50	\$36,313.50	\$75.00	\$42,225.00	\$62.00	\$34,906.00	\$96.00	\$54,048.00
13	4010-108-A-2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, IN., C900 SR18	LF	199	\$250.00	\$49,750.00	\$127.50	\$25,372.50	\$135.00	\$26,865.00	\$142.00	\$28,258.00	\$140.00	\$27,860.00
14	4010-108-E-1	SANITARY SEWER SERVICE, TRENCHED, PVC, 4 IN., (SDR-23.5)	LF	490	\$89.00	\$43,610.00	\$43.00	\$21,070.00	\$54.00	\$26,460.00	\$40.00	\$19,600.00	\$55.00	\$26,950.00
15	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. HDPE (PERFORATED)	LF	420	\$88.00	\$36,960.00	\$81.75	\$34,335.00	\$60.50	\$25,410.00	\$42.00	\$17,640.00	\$103.00	\$43,260.00
16	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	LF	144	\$73.00	\$10,512.00	\$88.50	\$12,744.00	\$87.75	\$12,636.00	\$49.50	\$7,128.00	\$85.00	\$12,240.00
17	4020-108-D-1	REMOVAL STORM SEWER (SUBDRAIN)	LF	271	\$8.00	\$2,168.00	\$14.90	\$4,037.90	\$5.50	\$1,490.50	\$10.00	\$2,710.00	\$13.00	\$3,523.00
18	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	LF	1094	\$17.50	\$19,145.00	\$31.00	\$33,914.00	\$12.50	\$13,675.00	\$14.75	\$16,136.50	\$23.00	\$25,162.00
19	4040-108-C-1	SUBDRAIN CLEANOUT, 6 IN.	EA	4	\$400.00	\$1,600.00	\$1,130.00	\$4,520.00	\$600.00	\$2,400.00	\$275.00	\$1,100.00	\$725.00	\$2,900.00
20	4040-180-D-0	SUMP PUMP TAP	EA	14	\$300.00	\$4,200.00	\$750.00	\$10,500.00	\$285.00	\$3,990.00	\$150.00	\$2,100.00	\$375.00	\$5,250.00
21	4040-108-D-1	SUBDRAIN CONNECTIONS (TO STORM SEWER INTAKE)	EA	7	\$325.00	\$2,275.00	\$600.00	\$4,200.00	\$350.00	\$2,450.00	\$160.00	\$1,120.00	\$500.00	\$3,500.00
22	4040-108-D-1	SUBDRAIN CONNECTIONS (TO EXISTING SUBDRAIN)	EA	2	\$150.00	\$300.00	\$600.00	\$1,200.00	\$300.00	\$600.00	\$75.00	\$150.00	\$250.00	\$500.00
23	5010-108-A-1	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	LF	612	\$115.00	\$70,380.00	\$76.00	\$46,512.00	\$74.25	\$45,441.00	\$75.00	\$45,900.00	\$103.00	\$63,036.00
24	5010-108-C-2	FITTINGS, DUCTILE IRON	LBS.	500	\$20.00	\$10,000.00	\$12.60	\$6,300.00	\$8.50	\$4,250.00	\$7.00	\$3,500.00	\$4.12	\$2,060.00
25	5010-108-D-0	SERVICE SHORTSIDE, 3/4"	EA	7	\$2,000.00	\$14,000.00	\$1,650.00	\$11,550.00	\$2,500.00	\$17,500.00	\$925.00	\$6,475.00	\$1,800.00	\$12,600.00
26	5010-108-D-0	SERVICE, LONGSIDE, 3/4"	EA	6	\$3,000.00	\$18,000.00	\$2,480.00	\$14,880.00	\$3,000.00	\$18,000.00	\$1,200.00	\$7,200.00	\$2,500.00	\$15,000.00
27	5010-XX-1	20" x 8" TAPPING SLEEVE	EA	1	\$7,000.00	\$7,000.00	\$8,250.00	\$8,250.00	\$14,000.00	\$14,000.00	\$6,200.00	\$6,200.00	\$5,100.00	\$5,100.00
28	5010-XX-3	8" NITRILE GASKETS	EA	10	\$250.00	\$2,500.00	\$129.50	\$1,295.00	\$200.00	\$2,000.00	\$45.00	\$450.00	\$125.00	\$1,250.00
29	5020-108-A-0	VALVE, 8" MJ GATE W/ BOX	EA	1	\$3,750.00	\$3,750.00	\$2,400.00	\$2,400.00	\$3,500.00	\$3,500.00	\$2,400.00	\$2,400.00	\$4,275.00	\$4,275.00
30	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	1	\$9,000.00	\$9,000.00	\$6,700.00	\$6,700.00	\$8,250.00	\$8,250.00	\$7,800.00	\$7,800.00	\$8,750.00	\$8,750.00
31	5020-108-C-0	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1	\$7,500.00	\$7,500.00	\$650.00	\$650.00	\$1,500.00	\$1,500.00	\$2,850.00	\$2,850.00	\$1,100.00	\$1,100.00
32	6010-108-A-0	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EA	4	\$5,000.00	\$20,000.00	\$5,350.00	\$21,400.00	\$4,850.00	\$19,400.00	\$3,100.00	\$12,400.00	\$4,575.00	\$18,300.00
33	6010-108-A-0	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EA	4	\$8,500.00	\$34,000.00	\$6,000.00	\$24,000.00	\$9,155.00	\$36,620.00	\$8,950.00	\$35,800.00	\$6,525.00	\$26,100.00
34	6010-108-B-0	INTAKE, SW-509	EA	6	\$8,500.00	\$51,000.00	\$8,650.00	\$51,900.00	\$9,500.00	\$57,000.00	\$7,900.00	\$47,400.00	\$9,750.00	\$58,500.00
35	6010-108-G-0	CONNECTION TO EXISTING MANHOLE	EA	1	\$3,000.00	\$3,000.00	\$1,325.00	\$1,325.00	\$3,500.00	\$3,500.00	\$2,650.00	\$2,650.00	\$1,425.00	\$1,425.00
36	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	SY	3221	\$50.00	\$161,050.00	\$49.50	\$159,439.50	\$82.75	\$266,537.75	\$83.25	\$268,148.25	\$88.50	\$285,058.50
37	7020-108-B-0	PAVEMENT, HMA, SPECIAL SHAPING	SY	288	\$50.00	\$14,400.00	\$37.75	\$10,872.00	\$37.75	\$10,872.00	\$42.75	\$12,312.00	\$41.00	\$11,808.00
38	7030-108-E-0	REMOVAL OF SIDEWALK	SY	94	\$15.00	\$1,410.00	\$13.70	\$1,287.80	\$8.00	\$752.00	\$8.00	\$752.00	\$15.00	\$1,410.00
39	7030-108-H-1	REMOVAL OF DRIVEWAY, PCC	SY	155	\$15.00	\$2,325.00	\$11.00	\$1,705.00	\$8.00	\$1,240.00	\$9.50	\$1,472.50	\$17.50	\$2,712.50
40	7030-108-H-2	REMOVAL OF DRIVEWAY, GRAVEL	SY	306	\$10.00	\$3,060.00	\$4.10	\$1,254.60	\$5.00	\$1,530.00	\$2.50	\$765.00	\$8.00	\$2,448.00
41	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C"	SY	160	\$45.00	\$7,200.00	\$68.00	\$10,880.00	\$171.00	\$27,360.00	\$176.00	\$28,160.00	\$185.00	\$29,600.00
42	7030-108-G-0	DETECTABLE WARNINGS	SF	80	\$350.00	\$28,000.00	\$95.00	\$7,600.00	\$61.00	\$4,880.00	\$61.00	\$4,880.00	\$66.00	\$5,280.00
43	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	SY	104	\$65.00	\$6,760.00	\$59.50	\$6,188.00	\$110.00	\$11,440.00	\$110.00	\$11,440.00	\$119.00	\$12,376.00
44	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	50	\$37.00	\$1,850.00	\$38.70	\$1,935.00	\$35.00	\$1,750.00	\$26.50	\$1,325.00	\$35.00	\$1,750.00
45	7040-108-A-0	PATCH, P.C.C., FULL DEPTH, "M" MIX	SY	85	\$150.00	\$12,750.00	\$270.00	\$22,950.00	\$275.00	\$23,375.00	\$580.00	\$49,300.00	\$275.00	\$23,375.00
46	7040-108-H-0	PAVEMENT REMOVAL, PCC	SY	1037	\$15.00	\$15,555.00	\$10.30	\$10,681.10	\$10.75	\$11,147.75	\$12.75	\$13,221.75	\$12.00	\$12,444.00
47	7040-108-I-0	CURB AND GUTTER REMOVAL	LF	701	\$5.00	\$3,505.00	\$8.00	\$5,608.00	\$9.00	\$6,309.00	\$13.50	\$9,463.50	\$20.00	\$14,020.00
48	8010-108-A	TRAFFIC SIGNAL	LS	1	\$350,000.00	\$350,000.00	\$340,000.00	\$340,000.00	\$348,000.00	\$348,000.00	\$375,000.00	\$375,000.00	\$368,000.00	\$368,000.00
49	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	23.91	\$90.00	\$2,151.90	\$100.00	\$2,391.00	\$100.00	\$2,391.00	\$400.00	\$9,564.00	\$108.00	\$2,582.28

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Dave Schmitt Construction		Peterson Contractors, Inc.		Owen Contracting, Inc.		Vieth Const. Corp.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
50	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EA	18	\$70.00	\$1,260.00	\$85.00	\$1,530.00	\$85.00	\$1,530.00	\$250.00	\$4,500.00	\$92.00	\$1,656.00
51	8020-XX-1	STREET SIGNS (SIGNS, POST, & RECEIVER)	EA	6	\$350.00	\$2,100.00	\$275.00	\$1,650.00	\$275.00	\$1,650.00	\$800.00	\$4,800.00	\$300.00	\$1,800.00
52	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$10,500.00	\$10,500.00	\$30,000.00	\$30,000.00	\$6,150.00	\$6,150.00
53	9010-108-B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	AC	0.71	\$4,000.00	\$2,840.00	\$4,500.00	\$3,195.00	\$6,000.00	\$4,260.00	\$7,500.00	\$5,325.00	\$6,500.00	\$4,615.00
54	9040-108-A-2	SWPPP MANAGEMENT	LS	1	\$2,000.00	\$2,000.00	\$3,600.00	\$3,600.00	\$3,050.00	\$3,050.00	\$7,500.00	\$7,500.00	\$1,950.00	\$1,950.00
55	9040-108-D-1A	WATTLES, 9IN. STRAW	LF	2376	\$2.50	\$5,940.00	\$2.10	\$4,989.60	\$2.25	\$5,346.00	\$2.25	\$5,346.00	\$2.50	\$5,940.00
56	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	LF	2376	\$0.75	\$1,782.00	\$0.01	\$23.76	\$0.75	\$1,782.00	\$0.75	\$1,782.00	\$0.85	\$2,019.60
57	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	244	\$20.00	\$4,880.00	\$11.80	\$2,879.20	\$15.00	\$3,660.00	\$25.00	\$6,100.00	\$20.00	\$4,880.00
58	9040-108-Q-2	EROSION CONTROL MULCHING, HYDROMULCHING	AC	0.71	\$3,000.00	\$2,130.00	\$3,000.00	\$2,130.00	\$2,500.00	\$1,775.00	\$4,000.00	\$2,840.00	\$2,750.00	\$1,952.50
59	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EA	7	\$150.00	\$1,050.00	\$75.00	\$525.00	\$200.00	\$1,400.00	\$200.00	\$1,400.00	\$225.00	\$1,575.00
60	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	7	\$50.00	\$350.00	\$1.00	\$7.00	\$50.00	\$350.00	\$50.00	\$350.00	\$55.00	\$385.00
61	11020-108-A-0	MOBILIZATION	LS	1	\$200,000.00	\$200,000.00	\$40,500.00	\$40,500.00	\$67,500.00	\$67,500.00	\$150,000.00	\$150,000.00	\$92,500.00	\$92,500.00
62	11050-108-A-0	CONCRETE WASHOUT	LS	1	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$3,250.00	\$3,250.00
					\$1,735,651.94*		\$1,249,087.31		\$1,410,498.00		\$1,538,117.00		\$1,567,181.38	

* The Engineer's estimate included a 10% contingency. This explains why the numbers in the extension column do not add up to the total amount shown. This is only the case for the engineer's estimate, not the bidding the contractors.



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, Principal Engineer, PE

DATE: April 21, 2023

SUBJECT: North Cedar Heights Area Reconstruction Project Phase 1A
 City Project Number RC-092-3271
 Fee Title Acquisitions and Easements (Temporary and Permanent)

The City of Cedar Falls is planning the reconstruction of the North Cedar Heights Area Phase 1, primarily along West Ridgewood Drive and Timber Drive. The project requires the acquisition of temporary and permanent easements and some fee title to complete construction. The owners of the following property have accepted our offer:

Parcel #	Property Owner	Street Address	Perm. Esmt.	Temp. Esmt.	Fee Title
211	Jennings	2315 E Ridgewood Dr	x	x	x

Attached is a map that identifies the location of this property. Also attached are the individual Owner Purchase Agreement, and the documentation for the temporary easement, permanent easement, and permanent acquisition.

The City has used General Obligation Funds for the design and right of way portion of this project. The City entered into a Supplemental Agreement with AECOM, Inc., of Waterloo, Iowa, on May 16, 2022 for property acquisition services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in under item number 109. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for this parcel.

Staff 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 North Cedar Heights Area Reconstruction Project Phase 1A.

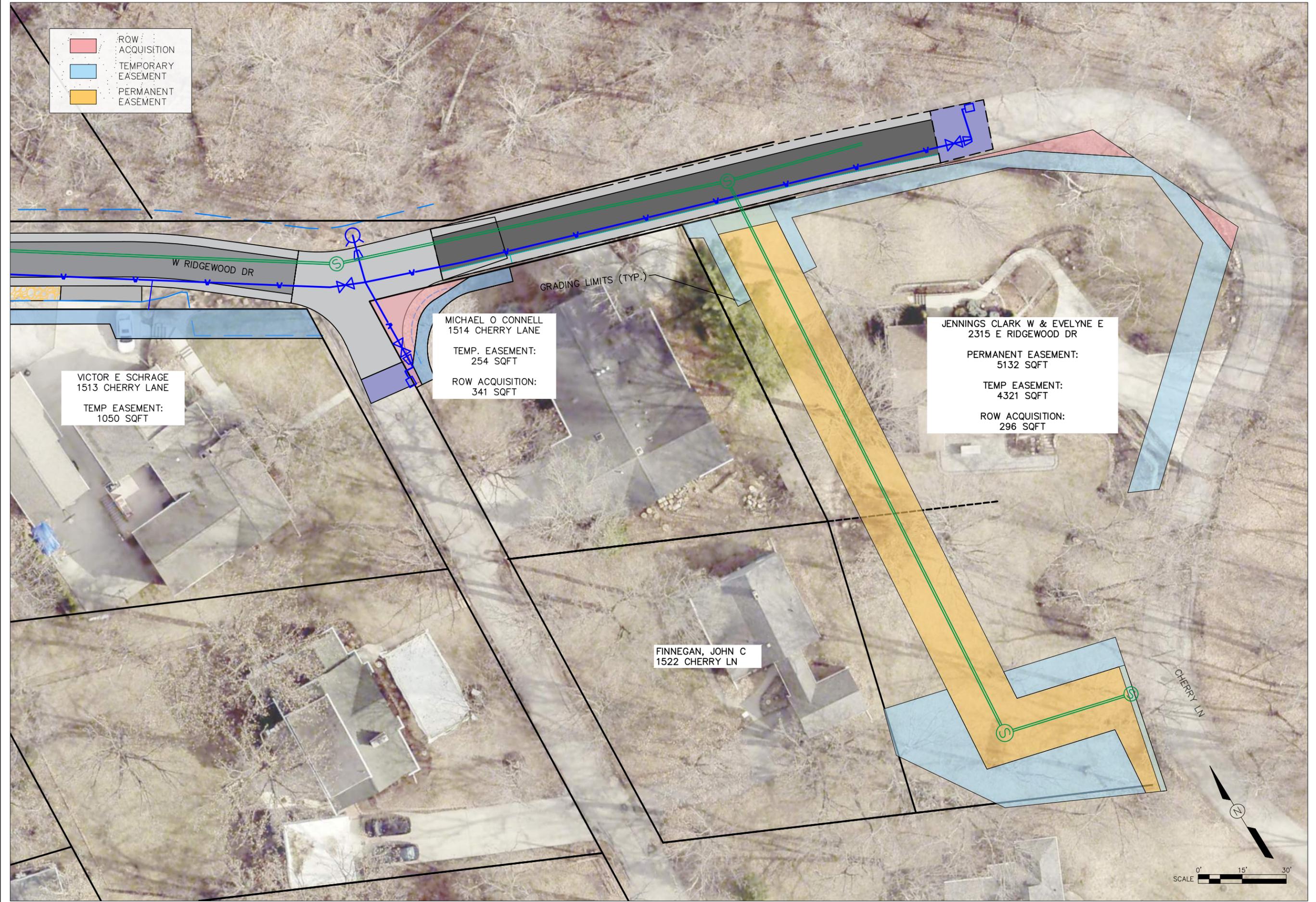
If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works
 David Wicke, City Engineer
 Kevin Rogers, City Attorney
 Lisa Roeding, City Controller/Treasurer

PRINTED: 4/12/23

Z:\DCS\Projects\TRN\60672593_Cedar_Heights_St_Recon\900_CAD_GIS\02-SHEETS\PHASE 1A_SHEETS\H01_60672593.dwg

	ROW ACQUISITION
	TEMPORARY EASEMENT
	PERMANENT EASEMENT



VICTOR E SCHRAGE
1513 CHERRY LANE
TEMP EASEMENT:
1050 SQFT

MICHAEL O CONNELL
1514 CHERRY LANE
TEMP. EASEMENT:
254 SQFT
ROW ACQUISITION:
341 SQFT

FINNEGAN, JOHN C
1522 CHERRY LN

JENNINGS CLARK W & EVELYNE E
2315 E RIDGEWOOD DR
PERMANENT EASEMENT:
5132 SQFT
TEMP EASEMENT:
4321 SQFT
ROW ACQUISITION:
296 SQFT

GRADING LIMITS (TYP.)

SCALE 0' 15' 30'

Item 33.		DATE
DRN	11/30/18	McBride, Don
DES		
CHK		
APP		
Copyright ©		RECON All Rights Reserved
REVISIONS		NO
DRN	CHK	
<p>Cedar Heights Area Reconstruction – Phase 1A</p> <p>Ridgewood ROW</p>		
DATE	04/12/2023	
PROJECT NO.	60672593	
MILESTONE	FINAL PLANS	
SHEET NO.		
DRAWING NO.	356	

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 2315 E Ridgewood Drive
Parcel Number: 211
Project Number: RC-09-3271

County Tax Parcel No: 891318277020
Project Name: Cedar Heights Area Street
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between Clark W. Jennings and Evelyne E. Jennings, husband and wife, 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 Acquisition Plat
See Attached Permanent Easement Plat
See Attached Temporary Easement Plat

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

- If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. 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").
- 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	_____
\$ 16,040.00	on possession and conveyance	60 days after Buyer approval
\$ 16,040.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	296 sq. ft.	\$ 1,480.00
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	_____	4,320 sq. ft.	\$ 1,730.00
Permanent Easement	_____	5,132 sq. ft.	\$ 12,830.00
Buildings			\$ _____
Other			\$ _____

- Seller grants to the City a Fee Acquisition, Permanent Easement and Temporary Easement as shown on the attached Acquisition Plat, Permanent Easement Plat, and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed, Permanent Easement Agreement, and Temporary Easement

Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

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

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

SELLER:

X Clark Jennings 3/27/23
Clark W. Jennings Date

X Evelyn E. Jennings 3/27/23
Evelyn E. Jennings Date

State of Iowa
County of Black Hawk

This record was acknowledged before me on the 27 day of March, 2023, by Clark Jennings and Evelyn E. Jennings

Brianna Keeney
Signature of notarial officer

June 1, 2023
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

My Commission Expires:

Notary Public in and for the State of Iowa

INDEX LEGEND	
LOCATION:	PART OF LOT 12 & 13, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	CLARK W. & EVELYNE E. JENNINGS
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

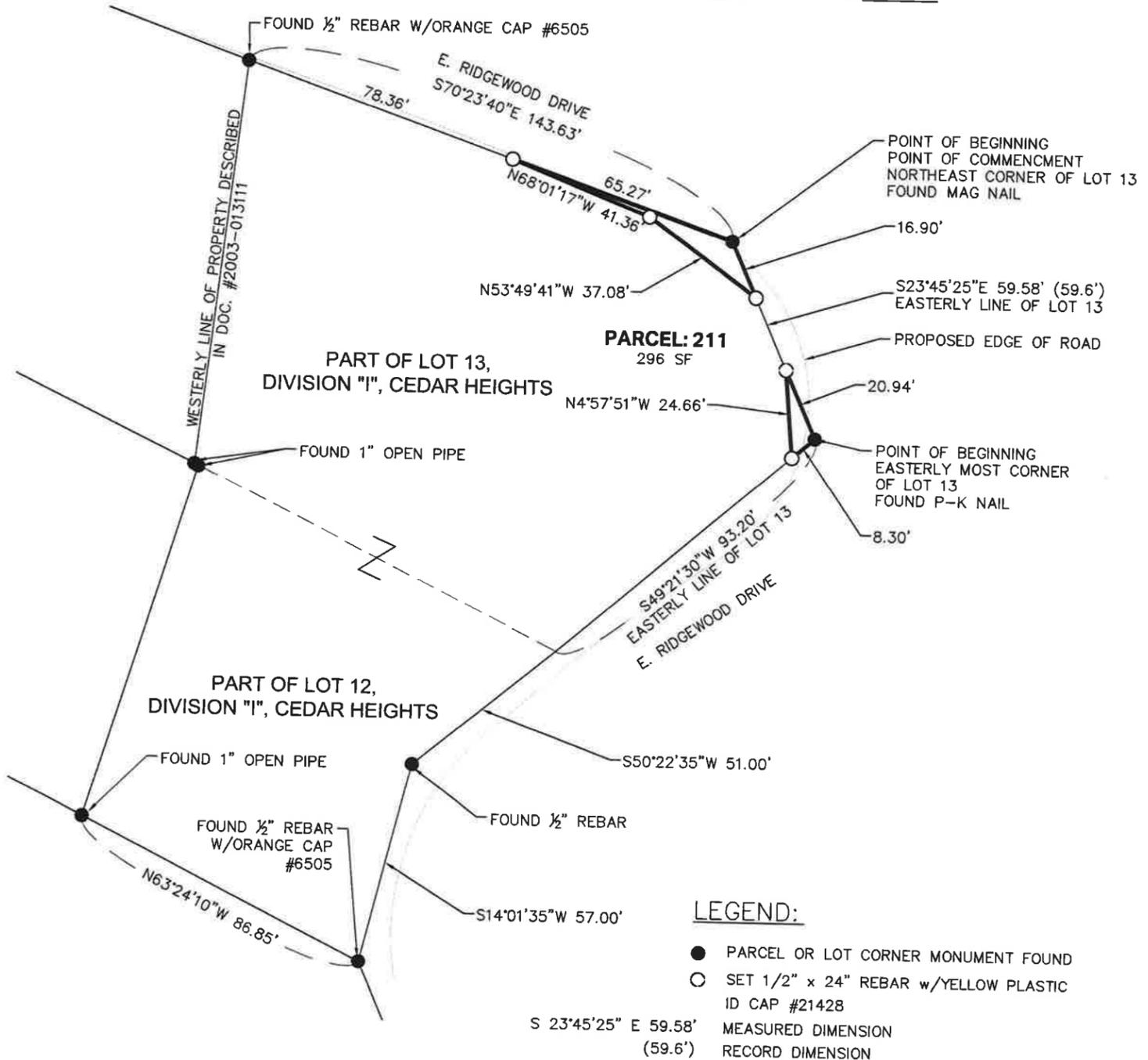
ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-09-3271
CEDAR FALLS, IOWA

OWNER: CLARK W. & EVELYNE E. JENNINGS
 2315 E. RIDGEWOOD DRIVE
 CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-020

PROJECT PARCEL: 211

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13

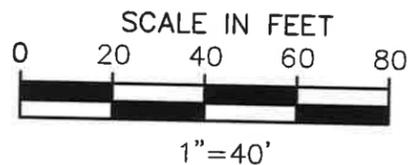


LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION (59.6')
- - - RECORD DIMENSION

	I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.
	_____ AARON L. MUELLER Date 4/11/2023 License number 21428 My license renewal date is December 31, 2024 Pages or sheets covered by this seal: SHEET 1 OF 2 & SHEET 2 OF 2

REFERENCE DOCUMENTS
 2003-013111
 2020-000016
 MISC. BK 339, PG 439



AECOM

ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-09-3271
CEDAR FALLS, IOWA

OWNER: CLARK W. & EVELYNE E. JENNINGS
2315 E. RIDGEWOOD DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-020

PROJECT PARCEL: 211

DESCRIPTION:

PART OF LOT 13, DIVISION 1, OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13; THENCE SOUTH 23°45'25" EAST ALONG THE EASTERLY LINE OF SAID
LOT 13, 16.90 FEET; THENCE NORTH 53°49'41" WEST, 37.08 FEET; THENCE NORTH 68°01'17" WEST, 41.36 FEET TO THE
NORTHERLY LINE OF SAID LOT 13; THENCE SOUTH 70°23'40" EAST ALONG SAID NORTHERLY LINE, 65.27 FEET TO THE
POINT OF BEGINNING.

AND

COMMENCING AT THE NORTHEAST CORNER OF LOT 13; THENCE SOUTH 23°45'25" EAST ALONG THE EASTERLY LINE OF
SAID LOT 13, 59.58 FEET TO THE EASTERLY MOST CORNER OF SAID LOT 13, THE POINT OF BEGINNING; THENCE
SOUTH 49°21'30" WEST ALONG THE EASTERLY LINE OF SAID LOT 13, 8.30 FEET; THENCE NORTH 04°57'51" WEST, 24.66
FEET TO THE EASTERLY LINE OF SAID LOT 13; THENCE SOUTH 23°45'25" EAST ALONG THE EASTERLY LINE OF SAID LOT
13, 20.94 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 296 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTHERLY LINE OF SAID LOT 13 BEARING SOUTH 70°23'40" EAST.

AECOM

SHEET 2 OF 2

SANITARY SEWER EASEMENT AGREEMENT

Clark W. Jennings and Evelyne E. Jennings, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements: **Sanitary Sewer**.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.
6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.
8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.
10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.
11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Sanitary Sewer Easement Agreement on this 27 day of March, 2023.

Clark W. Jennings
Clark W. Jennings

Evelyn E. Jennings
Evelyn E. Jennings

STATE OF Iowa)
COUNTY OF Black Hawk) ss:

This record was acknowledged before me on this 27 day of March, 2023, by Clark W. Jennings and Evelyn E. Jennings



Brianna Keeney
Notary Public in and for the State of Iowa

ACCEPTANCE OF SANITARY SEWER EASEMENT AGREEMENT

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

Dated this _____ day of _____, 20__.

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC, City Clerk

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Sanitary Sewer Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20__.

Notary Public in and for the State of Iowa

INDEX LEGEND	
LOCATION:	PART OF LOT 12 & 13, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	CLARK W. & EVELYNE E. JENNINGS
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

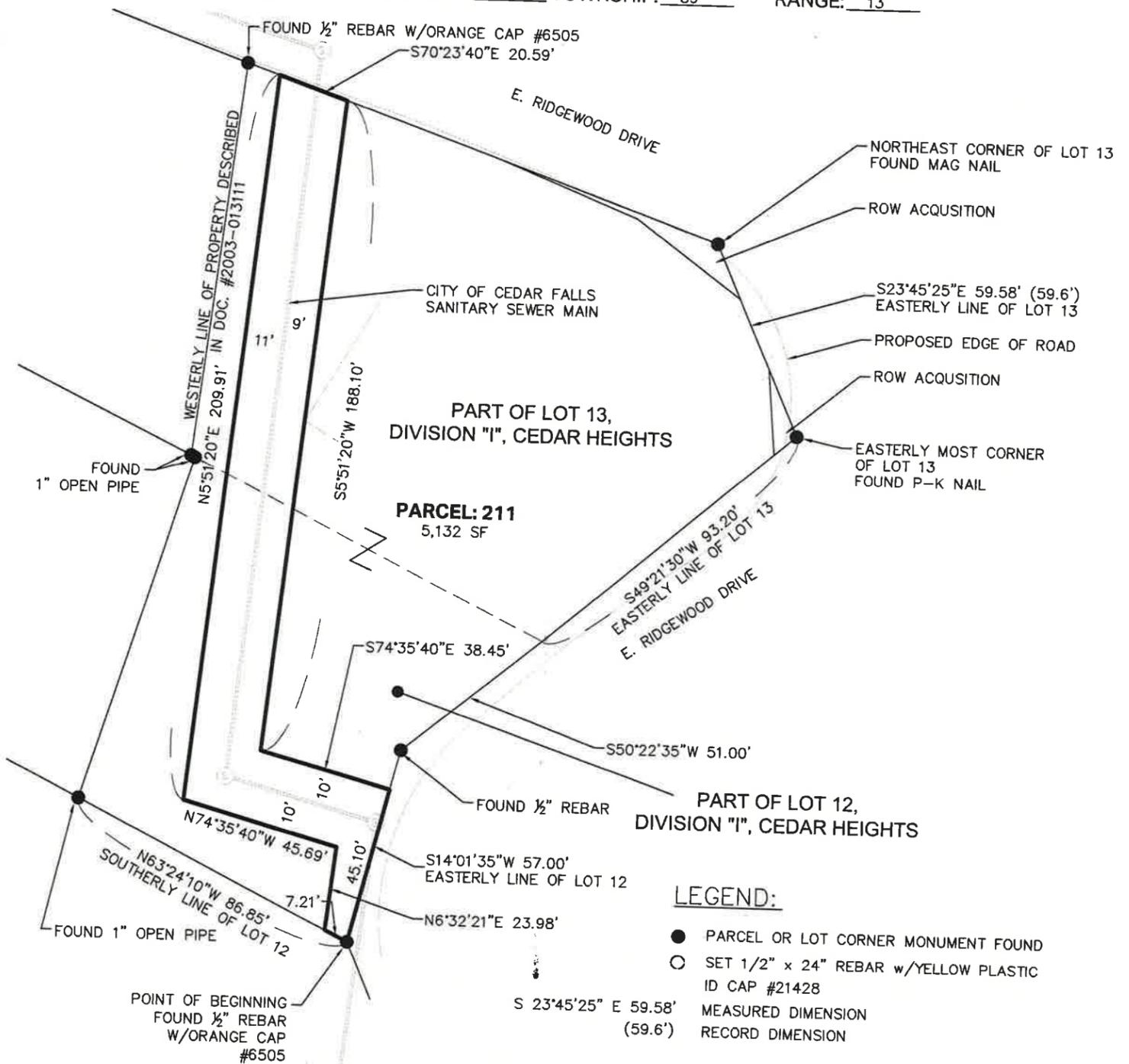
**PERMANENT SANITARY SEWER EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-09-3271
CEDAR FALLS, IOWA**

OWNER: CLARK W. & EVELYNE E. JENNINGS
2315 E. RIDGEWOOD DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-020

PROJECT PARCEL : 211

NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



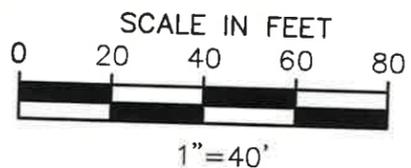
I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller
AARON L. MUELLER
License number 21428
My license renewal date is December 31, 2024
Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

4/11/2023
Date



REFERENCE DOCUMENTS
2003-013111
2020-000016
MISC. BK 339, PG 439



AECOM

PERMANENT SANITARY SEWER EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-09-3271
CEDAR FALLS, IOWA

OWNER: CLARK W. & EVELYNE E. JENNINGS
2315 E. RIDGEWOOD DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-020

PROJECT PARCEL: 211

DESCRIPTION:

PART OF LOTS 12 AND 13, DIVISION 1*, OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 63°24'10" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 12, 7.21 FEET; THENCE NORTH 06°32'21" EAST, 23.98 FEET; THENCE NORTH 74°35'40" WEST, 45.69 FEET; THENCE NORTH 05°51'20" EAST, 209.91 FEET TO THE NORTHERLY LINE OF SAID LOT 13; THENCE SOUTH 70°23'40" EAST ALONG THE NORTHERLY LINE OF SAID LOT 13, 20.59 FEET; THENCE SOUTH 05°51'20" WEST, 188.10 FEET; THENCE SOUTH 74°35'40" EAST, 38.45 FEET TO THE EASTERLY LINE OF SAID LOT 12; THENCE SOUTH 14°01'35" WEST ALONG THE EASTERLY LINE OF SAID LOT 12, 45.10 FEET TO THE POINT OF BEGINNING.

THIS SANITARY SEWER PERMANENT EASEMENT CONTAINS 5,132 SQUARE FEET.

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF SAID LOT 12 BEARING NORTH 63°24'10" WEST.

AECOM

SHEET 2 OF 2

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

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X Clark W. Jennings
Clark W. Jennings

X Evelyn E. Jennings
Evelyn E. Jennings

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 27 day of March,
2023, by Clark Jennings and Evelyn E. Jennings, Grantors.



Brianna Keene
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

INDEX LEGEND	
LOCATION:	PART OF LOT 12 & 13, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	CLARK W. & EVELYNE E. JENNINGS
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	601 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

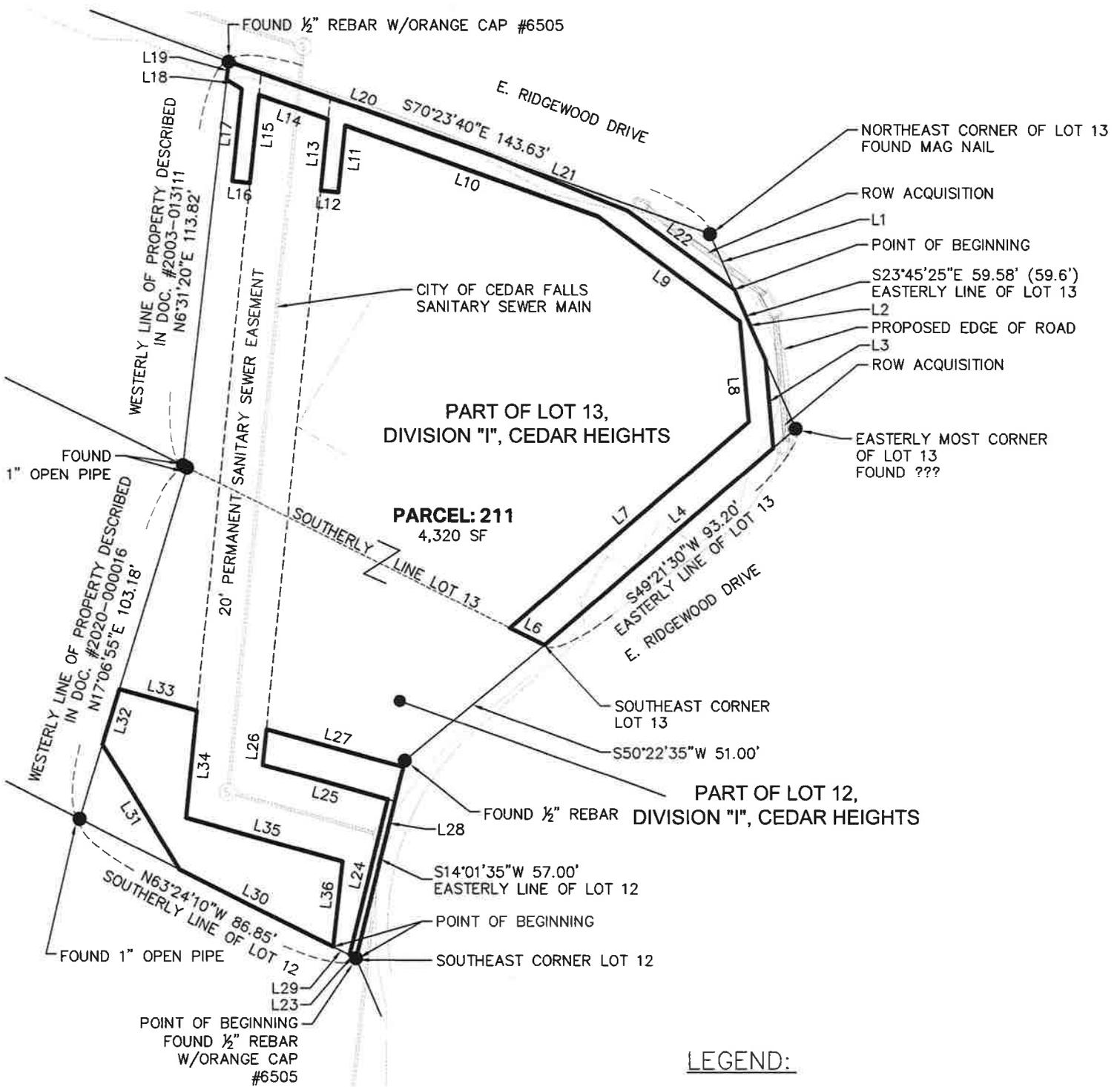
TEMPORARY CONSTRUCTION EASEMENT PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-09-3271 CEDAR FALLS, IOWA

OWNER: CLARK W. & EVELYNE E. JENNINGS
2315 E. RIDGEWOOD DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-020

PROJECT PARCEL : 211

NE 1/4 OF SECTION: 18 **TOWNSHIP:** 89 **RANGE:** 13



LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 23°45'25" E 59.58' (59.6') MEASURED DIMENSION
- RECORD DIMENSION

LICENSED LAND SURVEYOR
AARON L. MUELLER
21428
IOWA

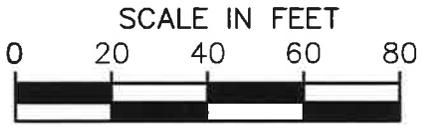
I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

4/11/2023
Date

AARON L. MUELLER

License number 21428
My license renewal date is December 31, 2024
Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

REFERENCE DOCUMENTS
2003-013111
2020-000016
MISC. BK 339, PG 439



TEMPORARY CONSTRUCTION EASEMENT PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-09-3271 CEDAR FALLS, IOWA

OWNER: CLARK W. & EVELYNE E. JENNINGS
2315 E. RIDGEWOOD DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-020

PROJECT PARCEL: 211

DESCRIPTION:

PART OF LOTS 12 AND 13. DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 23°45'25" EAST ALONG THE EASTERLY LINE OF SAID LOT 13, 16.90 FEET, THE POINT OF BEGINNING; THENCE SOUTH 23°45'25" EAST ALONG THE EASTERLY LINE OF SAID LOT 13, 21.74 FEET TO THE NORTHERLY MOST CORNER OF THE RIGHT-OF-WAY ACQUISITION; THENCE SOUTH 04°57'51" EAST ALONG THE WESTERLY LINE OF SAID RIGHT-OF-WAY ACQUISITION, 24.66 FEET TO THE EASTERLY LINE OF SAID LOT 13; THENCE SOUTH 49°21'30" WEST ALONG THE EASTERLY LINE OF SAID LOT 13, 80.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 63°40'33" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 13, 10.87 FEET; THENCE NORTH 49°21'30" EAST, 88.71 FEET; THENCE NORTH 04°57'51" WEST, 28.45 FEET; THENCE NORTH 53°49'41" WEST, 49.33 FEET; THENCE NORTH 70°23'58" WEST, 75.49 FEET; THENCE SOUTH 05°51'20" WEST, 18.78 FEET; THENCE NORTH 84°08'40" WEST, 5 FEET TO THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT; THENCE NORTH 05°51'20" EAST ALONG THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 20.00 FEET; THENCE NORTH 70°23'58" WEST, 20.59 FEET TO THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT; THENCE SOUTH 05°51'20" WEST ALONG THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 24.89 FEET; THENCE NORTH 84°08'40" WEST, 5 FEET; THENCE NORTH 05°51'20" EAST, 26.12 FEET; THENCE NORTH 58°39'34" WEST, 4.98 FEET TO THE WESTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2003-013111; THENCE NORTH 06°34'35" EAST ALONG THE WESTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2003-013111, 5.13 FEET TO THE NORTHERLY LINE OF SAID LOT 13; THENCE SOUTH 70°23'40" EAST ALONG THE NORTHERLY LINE OF SAID LOT 13, 78.36 FEET TO THE WESTERLY MOST CORNER OF THE RIGHT-OF-WAY ACQUISITION; THENCE SOUTH 68°01'17" EAST ALONG THE SOUTHERLY LINE OF THE RIGHT-OF-WAY ACQUISITION, 41.36 FEET; THENCE SOUTH 53°49'41" EAST ALONG THE SOUTHERLY LINE OF THE RIGHT-OF-WAY ACQUISITION, 37.08 FEET TO THE POINT OF BEGINNING

AND,

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 63°24'10" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 12, 2.05 FEET TO THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT; THENCE NORTH 14°01'35" EAST ALONG THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 44.70 FEET; THENCE NORTH 74°35'40" WEST ALONG THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 36.45 FEET; THENCE NORTH 05°51'20" EAST ALONG THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 10.14 FEET; THENCE SOUTH 74°35'40" EAST, 39.89 FEET TO THE EASTERLY LINE OF SAID LOT 12; THENCE SOUTH 14°01'35" WEST ALONG THE EASTERLY LINE OF SAID LOT 12, 55.11 FEET TO THE POINT OF BEGINNING.

AND,

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 63°24'10" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 12, 7.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63°24'10" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 12, 48.25 FEET; THENCE NORTH 31°45'12" WEST, 41.11 FEET TO THE WESTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2020-000016; THENCE NORTH 17°06'55" EAST ALONG THE WESTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2020-000016, 16.38 FEET; THENCE SOUTH 74°35'40" EAST, 22.56 FEET TO THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT; THENCE SOUTH 05°51'20" WEST ALONG THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 30.42 FEET; THENCE SOUTH 74°35'40" EAST ALONG THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 45.69 FEET; THENCE SOUTH 06°32'21" WEST ALONG THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 23.98 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 4,320 SQUARE FEET.

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF SAID LOT 12 BEARING NORTH 63°24'10" WEST.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S23° 45' 25"E	16.90'
L2	S23° 45' 25"E	21.74'
L3	S4° 57' 51"E	24.66'
L4	S49° 21' 30"W	84.90'
L6	N63° 40' 33"W	10.87'
L7	N49° 21' 30"E	88.71'
L8	N4° 57' 51"W	28.45'
L9	N53° 49' 41"W	49.33'
L10	N70° 23' 58"W	75.49'
L11	S5° 51' 20"W	18.78'
L12	N84° 08' 40"W	5.00'
L13	N5° 51' 20"E	20.00'
L14	N70° 23' 58"W	20.59'
L15	S5° 51' 20"W	24.89'
L16	N84° 08' 40"W	5.00'
L17	N5° 51' 20"E	26.12'
L18	N58° 39' 34"W	4.98'
L19	N6° 34' 35"E	5.13'
L20	S70° 23' 40"E	78.36'
L21	S68° 01' 17"E	41.36'
L22	S53° 49' 41"E	37.08'

LINE TABLE		
LINE	DIRECTION	LENGTH
L23	N63° 24' 10"W	2.05'
L24	N14° 01' 35"E	44.70'
L25	N74° 35' 40"W	36.45'
L26	N5° 51' 20"E	10.14'
L27	S74° 35' 40"E	39.89'
L28	S14° 01' 35"W	55.11'

LINE TABLE		
LINE	DIRECTION	LENGTH
L29	N63° 24' 10"W	7.21'
L30	N63° 24' 10"W	48.25'
L31	N31° 45' 12"W	41.11'
L32	N17° 06' 55"E	16.38'
L33	S74° 35' 40"E	22.56'
L34	S5° 51' 20"W	30.42'
L35	S74° 35' 40"E	45.69'
L36	S6° 32' 21"W	23.98'



**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: April 24, 2023

SUBJECT: Professional Services Agreement, AECOM Technical Services, Inc.
Greenwood Cemetery Slope Repair
City Project No. MC-029-3256

Please find the attached Professional Service Agreement between the City of Cedar Falls and AECOM Technical Services, Inc. that outlines the scope of services and costs for design services for the repair of the slope at Greenwood Cemetery. This Professional Service Agreement provides for detailed work, services, materials, equipment, personnel and supplies necessary to provide the design services for the project. Services will include design survey, geotechnical services, and design of the slope repair.

The attached Professional Service Agreement includes the services for the design which shall be on an hourly basis and in a total amount not to exceed \$140,800.00.

This project will be funded by the Storm Water Fund and General Obligation Bonds.

The Department of Public Works, Engineering Division requests your consideration and approval of this Professional Service Agreement with AECOM Technical Services, Inc. for design services.

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

xc: Chase Schrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

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

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

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

PROFESSIONAL SERVICE AGREEMENT

**CITY OF CEDAR FALLS, IOWA
CONTRACT NO. MC-029-3256
GREENWOOD CEMETERY
SLOPE STABILIZATION PROJECT**

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

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

I. SCOPE OF SERVICES

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

II. CONSULTANT'S RESPONSIBILITIES

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

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

materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. **CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

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

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

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of One Hundred Forty Thousand Eight Hundred Dollars (\$140,800.00).

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

VII. TERMINATION

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

VIII. OWNERSHIP OF DOCUMENTS

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

IX. MEANS AND METHODS

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

X. INDEPENDENT CONTRACTOR

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

XI. PRE-EXISTING CONDITIONS

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

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

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

XII. DISPUTE RESOLUTION

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

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

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

XIII. MISCELLANEOUS

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

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

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: _____

Printed Name: Robert M. Green

Printed Name: Douglas W. Schindel

Title: Mayor

Title: Vice President

Date: _____

Date: 

**CITY OF CEDAR FALLS, IOWA
CONTRACT NO. MC-029-3256
GREENWOOD CEMETERY
SLOPE STABILIZATION PROJECT**

EXHIBIT A

A. Project Description

This project is located at Greenwood Cemetery in Cedar Falls, Iowa, and will include preliminary and final design services for repairing an existing slope failure along approximately 850' of the southeast slope that is bordered by the cemetery at the top of the slope and the Iowa Northern Railroad Company at the bottom of the slope. The existing slope is relatively steep (2:1 or greater) and mostly tree covered. Slope repair projects have been completed at other locations in the cemetery, and field visits to the site have indicated areas of failure within the designated project area.

Project access during the initial phase of the project (survey and geotechnical), as well as during construction, will be difficult and will require extensive coordination between the City of Cedar Falls, Greenwood Cemetery, State Archaeologist Office and the Iowa Northern Railway Company.

B. Scope of Services

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide design survey, geotechnical services, preliminary and final design, temporary easement plat development, preparation of the NPDES and RR access permitting, project coordination and project administration. Final plans and specifications will be prepared in a format suitable for a City of Cedar Falls letting.

Design Services

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

Design Survey and Data Collection (Tasks 1-3)

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

Task 1 - Data Collection

Task 2 - Survey and Base Mapping

- a. Coordination with cemetery personnel for grave location layout
- b. Topography survey from 50 feet beyond top of slope to toe of slope
- c. Locate ROW and section corners

Task 3 - Survey Note Reduction and DTM Development

Geotechnical Services, Soil Borings (Task 4)

This task includes completing three soil borings, material testing and placement of one monitoring well along the top of the existing slope. A subsurface exploration report will also be prepared. This task will be completed by Terracon Consultants, Inc. (Terracon).

Task 4 - Geotechnical (Terracon)

Preliminary Design (Tasks 5-14)

These tasks include developing the preliminary design stabilization plan, including grading, drainage and structural stabilization recommendations for the project. It is anticipated no more than three alternatives will be developed for the project. The recommended slope stabilization practices will be based on a review and analysis of the geotechnical information. To assist in this analysis, AECOM requests that data collected from the instrumentation system installed along the rail lines are requested from the Canadian National Railroad and the Iowa Northern Railway Company. This data will supplement the site investigation activities performed in Task 4 and assist with the design of the stabilization measures necessary for the project. These tasks will also review potential property impacts to determine required acquisitions or temporary/permanent easements that will be required for construction, as well as development of a preliminary construction cost estimate. Preliminary plans will be submitted to the City of Cedar Falls for review. The following specific tasks are part of the preliminary design:

Task 5 - Geotechnical Review and Analysis

Task 6 - Title and Legend Sheets

Task 7 - Typical Section and Details

Task 8 - Plan and Profile Sheets

Task 9 - Grading Sheets

Task 10 - Cross Section Sheets

Task 11 - Review Property Impacts, Temporary Easement Plat Development (Two temporary easements are estimated for this task.)

Task 12 - Quality Control Review

Task 13 - Preliminary Construction Cost Estimate

Task 14 - Preliminary Plan Submittal

Final Design, Construction Plans and Specifications (Tasks 15-30)

These tasks include developing the final design stabilization plans, including grading, drainage and structural stabilization construction plans and specifications in a format suitable for a City of Cedar Falls letting format. Included in these tasks will be typical sections and details, tabulations and quantities, plan and profile sheets, grading sheets, geometric layout sheets, cross section sheets and erosion control sheets. Final plans will be submitted to the City of Cedar Falls for review at a pre-bid 90% interval. The following specific tasks lead to the completion of the final construction plans and specifications:

Task 15 - Title and Legend Sheets

Task 16 - Typical Section and Details

Task 17 - Bid Items, General Notes and Tabulations

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

Task 18 - Tabulations and Quantities

Task 19 - Plan and Profile Sheets

Task 20 - Grading Sheets

Task 21 - Geometric Layout Sheets

Task 22 - Earthwork Tabulation

Task 23 - Design Cross Sections

Task 24 - Erosion Control and SWPPP Plan Sheets

Task 25 - Quality Control Review

Task 26 - Pre-Bid Plan Submittal (90% Plans)

Task 27 - Final Revisions

Task 28 - Construction Cost Estimate

Task 29 - SpecificationsTask 30 - Printing and Submittals*Project Meetings (Task 31)*

This task includes two project design meetings and two stakeholder meetings with adjacent property owners.

Task 31 - Project Meetings*Project Administration and Coordination with City of Cedar Falls (Tasks 32-38)*

These tasks include project administration and coordination throughout the project. These tasks include preparation of the NPDES permit, coordination with the State Archeologists Office, Iowa Northern Railway Company, Greenwood Cemetery, the City of Cedar Falls and utility companies present in the project area. Also included are pre-letting activities and general project administration. The following tasks lead to the completion of project administration and coordination during the design phase of the project:

Task 32 - Coordination with State Archeologists OfficeTask 33 - Coordination with Iowa Northern Railway CompanyTask 34 - Coordination with the City of Cedar FallsTask 35 - Coordination with UtilitiesTask 36 - Permitting (NPDES)Task 37 - Pre-Letting ActivitiesTask 38 - Project Administration**Exclusions:**

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

- Phase 1 Cultural Resources Review
- Acquisition Services and Closing Services
- The Scope of Services assumes the stabilization measures required for the project will be implemented at and above the level of the railway at the toe of the slope and work below the ordinary highwater level of the Cedar River will not be required. If it is determined during the preliminary design phase of the project that this assumption is not valid, we will discuss the overall impact to the project with the City of Cedar Falls before proceeding to final design.

Construction-Related Services

The scope of construction-related services will be determined at the time the services are needed and defined under a future amendment to this agreement. Construction-related services include construction staking, on-site field review, materials testing and contract administration during construction.

EXHIBIT B

**CITY OF CEDAR FALLS, IOWA
CONTRACT NO. MC-029-3256
GREENWOOD CEMETERY
SLOPE STABILIZATION PROJECT**

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

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.

The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

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

9. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

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

the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

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

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

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

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

Standard Workers Compensation

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

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

Errors & Omissions: \$1,000,000

City of Cedar Falls, Iowa

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

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

cancellation and material changes endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID.#:	FAX (A/C, No.):
	INSURED Business Name 123 Main Street Anytown, IA 0000	
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Carrier should reflect rating of A-, VIII or better
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

EXHIBIT C

**CITY OF CEDAR FALLS, IOWA
CONTRACT NO. MC-029-3256
GREENWOOD CEMETERY
SLOPE STABILIZATION PROJECT**

2/9/12

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

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

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

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

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

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

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

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

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

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

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

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

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



DEPARTMENT OF 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, EI, Civil Engineer II

DATE: May 1st, 2023

SUBJECT: *2023 Alley Reconstruction Project*
 City Project Number: RC-000-3298
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to This project involves the reconstruction of three (3) alleys, two (2) of which are concrete and one (1) of which are a permeable alley. Work shall include a combination of excavation and backfill of the alley areas; removal and replacement of driveway and sidewalk and of PCC curb & gutter; sub drain; placement of storage and filter aggregate; permeable interlocking clay brick paver installation, seeding, and concrete, asphalt or gravel driveway replacement. The project will require the acquisition of temporary easements from four (4) properties to complete construction. The owners of the following four (4) properties have accepted our offer:

Parcel #	Owner	Address/Parcel ID	Acquisition Type
5	Beverly K. Kuecker	316 W. 13 th Street	Temporary Construction Easement
6	Doretta J Brandhorst	1306 Franklin Street	Temporary Construction Easement
7	Emma K. and Stephanie A. Laures	1316 Franklin Street	Temporary Construction Easement
8	Nathan D. and Erin M. Dalziel	1321 Clay Street	Temporary Construction Easement

Attached is a map that identifies the location of these properties.

The City will use Street Construction 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 FY23 under item number 119.

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 *2023 Alley Reconstruction Project*.

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

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

Franklin St

Franklin St

W 13th St

W 14th St

Item 35.

<p>1322</p>	<p>1316</p>	<p>1308 1306</p>	<p>1304 320</p>
<p>7 Emma K. Stephanie A. Laures 1316 Franklin St</p>		<p>6 Doretta J. Brandhorst 1306/1308 Franklin St</p>	
<p>516 Beverly K. Kuecker 316 W. 13th St</p>			

<p>1321 Nathan D. Erin M. Dalziel 1321 Clay St</p>	<p>1315</p>	<p>1309</p>	<p>1303</p>
<p>8</p>			

Clay St

Clay St

394

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 316 W. 13th Street
Parcel Number: 5
Project Number: RC-000-3298

County Tax Parcel No: 891413131002
Project Name: 2023 Alley Reconstruction Project

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2023, by and between Beverly K. Kuecker, (“Seller”), and the City of Cedar Falls, Iowa, (“Buyer”).

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The “Premises”)

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. In consideration of Seller’s conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	125	sq. ft.	\$ 48.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Additional Damages:			\$ _____
Total			\$ 48.00

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. 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, except as set forth in Paragraph 8 below.
- 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, and payment of the agreed upon price. 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 herein and there is no agreement to do or not to do any act or deed

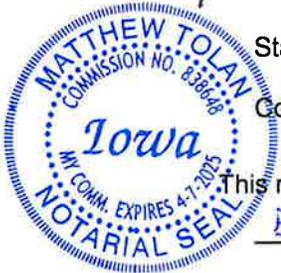
except as specifically provided for herein.

- 8. 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:

Beverly Kay Kuecker 3/20/2023 _____
 Beverly Kay Kuecker Date Date



State of Iowa
 County of Black Hawk

This record was acknowledged before me on the 20 day of March, 2023, by Beverly Kay Kuecker as Owner of 316 W. 13th Street, Cedar Falls, Iowa 50613

Matthew Tolani
 Signature of notarial officer

4-7-2025
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
 Robert M Green, Mayor

ATTEST:

By: _____
 Jacqueline Danielsen, MMC
 City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

 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 Beverly K. Kuecker ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of forty eight dollars (\$48.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

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

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

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

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement 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:

By: Beverly Kay Kuecker
Name: Beverly Kay Kuecker
Title: owner

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 20th day of March, 2023, by Beverly Kay Kuecker, as owner of 316 W. 13th Street, Cedar Falls, Iowa 50613.



Matthew Tolani
Signature of notarial officer

Stamp

[Public Notary]
Title of Office

[My commission expires: 4/7/2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

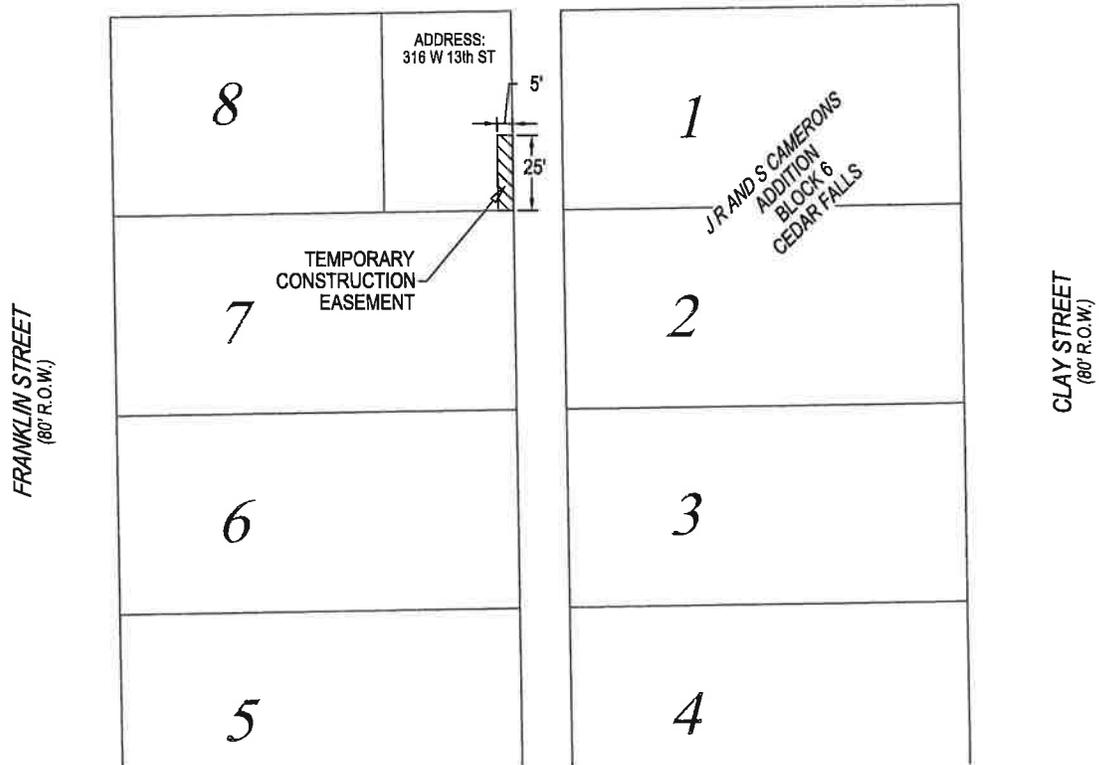
My Commission Expires:

EXHIBIT A 2023 ALLEY RECONSTRUCTION PROJECT

City Proj. No. RC-000-3298

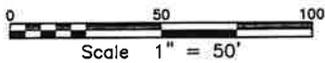
TEMPORARY CONSTRUCTION EASEMENT

WEST 13TH STREET
(66' R.O.W.)



TEMPORARY CONSTRUCTION EASEMENT:

The East 5.0 feet of the South 25.0 feet of that part of Lot No. 8 in Block No. 6 Recorded in Book 647 Page 745 in, J R and S Cameron's Addition, in the City of Cedar Falls, Black Hawk County, Iowa.
Contains 125 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
BEVERLY K. KUECKER
316 WEST 13TH STREET
CEDAR FALLS, IOWA 50613

Parcel No. : 5
8914-13-131-002

DEPARTMENT OF PUBLIC WORKS
CEDAR ENGINEERING SERVICES



CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 268-5161

"OUR CITIZENS ARE OUR BUSINESS"

DRAWN BY: JAL

CHECKED BY: JAL

Last Update: March 16, 2023 1:35 PM

SHEET NO. 1

TOTAL SHEETS 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 1306 Franklin Street
Parcel Number: 6
Project Number: RC-000-3298

County Tax Parcel No: 891413132009
Project Name: 2023 Alley Reconstruction Project

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 2023, by and between Doretta J Brandhorst, (“Seller”), and the City of Cedar Falls, Iowa, (“Buyer”).

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The “Premises”)

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

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

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	331	sq. ft.	\$ 126.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Additional Damages:			\$ _____
Total			\$ 126.00

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. 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, except as set forth in Paragraph 8 below.
- 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, and payment of the agreed upon price. 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 herein and there is no agreement to do or not to do any act or deed

except as specifically provided for herein.

- 8. 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:

Dorothy Brandhorst 3/20/23 _____
 Date Date



State of Iowa
 County of Black Hawk

This record was acknowledged before me on the 20th day of March, 2023 by
Dorothy Brandhorst as owner of 1306 Franklin Street, Cedar Falls
Iowa 50613

Matthew Tolan
 Signature of notarial officer

4-7-2025
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
 Robert M Green, Mayor

ATTEST:

By: _____
 Jacqueline Danielsen, MMC
 City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

 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 Doretta J. Brandhorst (“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 hundred and twenty six dollars (\$126.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

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

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

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

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement 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:

By:

Name: Doretta Brandhorst _____

Title: Doretta Brandhorst _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 20th day of March, 2023, by Matthew To Doretta Brandhorst as owner of 4813 Logan Ave (1306 Franklin).

Matthew Tolan
Signature of notarial officer



Stamp
[Notary]
Title of Office

[My commission expires: 4-7-2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

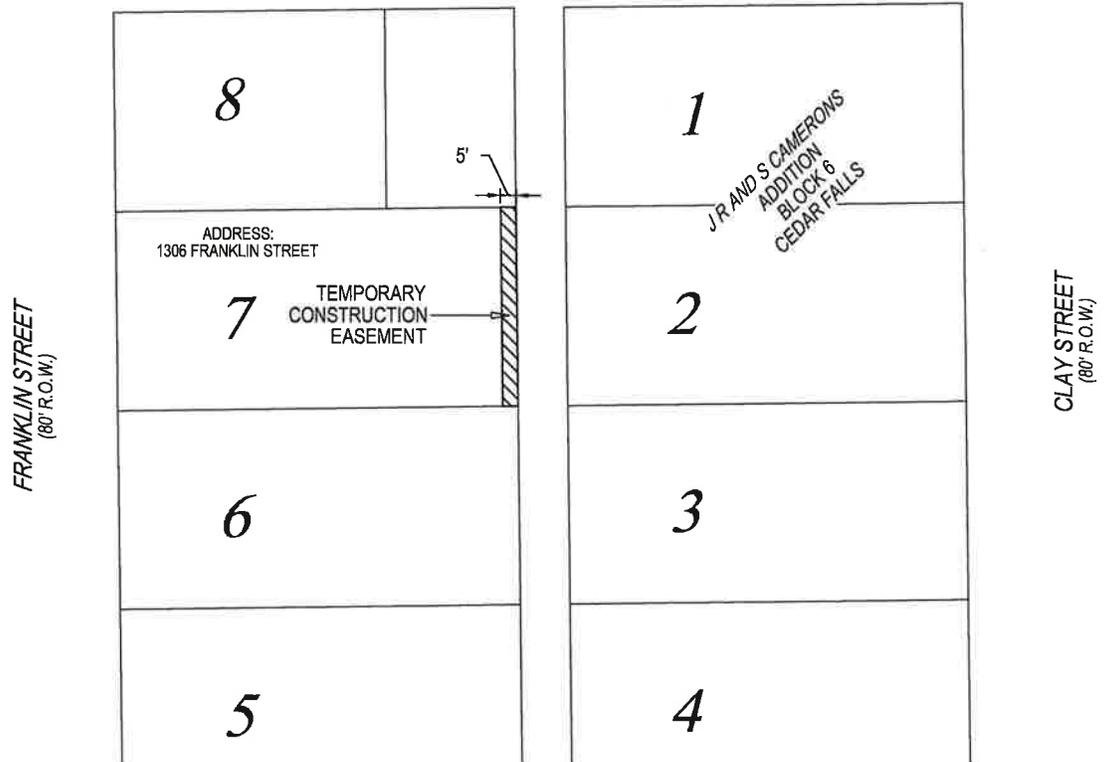
My Commission Expires:

EXHIBIT A 2023 ALLEY RECONSTRUCTION PROJECT

City Proj. No. RC-000-3298

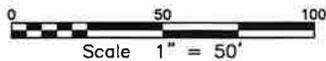
TEMPORARY CONSTRUCTION EASEMENT

WEST 13TH STREET
(66' R.O.W.)



TEMPORARY CONSTRUCTION EASEMENT:

The East 5.0 feet of Lot No. 7, J R and S Cameron's Addition, in the City of Cedar Falls, Black Hawk County, Iowa. Contains 331 square feet, more or less.



Owner
DORETTA JEAN BRANDHORST
 1306 FRANKLIN STREET
 CEDAR FALLS, IOWA 50613

Parcel No. : 6
 8914-13-131-009

This plat has been compiled from record information and is not the result of a field survey.

DEPARTMENT OF PUBLIC WORKS
CEDAR ENGINEERING SERVICES

 CITY of CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA
 50613
 (319) 268-5161

408

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 1316 Franklin Street
Parcel Number: 7
Project Number: RC-000-3298

County Tax Parcel No: 891413131008
Project Name: 2023 Alley Reconstruction Project

THIS OWNER PURCHASE AGREEMENT is entered into on this 27 day of March, 2022, by and between Emma K Laures AND Stephanie A Laures, ("Seller"), and the City of Cedar Falls, Iowa, ("Buyer").

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

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

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	331	sq. ft.	\$ 126.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Additional Damages:			\$ _____
Total			\$ 126.00

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. 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, except as set forth in Paragraph 8 below.
- 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, and payment of the agreed upon price. 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 herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

- 8. 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:

Emma Laures 3-27-23
 Emma Laures Date

Stephanie Laures 3-27-23
 Stephanie Laures Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 27th day of March, 2023 by
Emma Laures & Stephanie Laures as owners of 1316 Franklin St

Joanne Goodrich
 Signature of notarial officer

May 28, 2024
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
 Robert M Green, Mayor



ATTEST:

By: _____
 Jacqueline Danielsen, MMC
 City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

 Notary Public in and for the State of Iowa

My Commission Expires:

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 27 day of March, 2023 by Emma K. and Stephanie A. Laures ("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 hundred and twenty six dollars (\$126.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

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

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being

specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement 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:

By: Emma Laures
Name: Emma Laures
Title: Owner

Stephanie Laures
Stephanie Laures
owner

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 27th day of March,
2023, by Emma & Stephanie Laures as owners of
116 Franklin St.

Joanne Goodrich
Signature of notarial officer



Stamp

[Admin Assistant]
Title of Office

[My commission expires: 5/28/24]

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

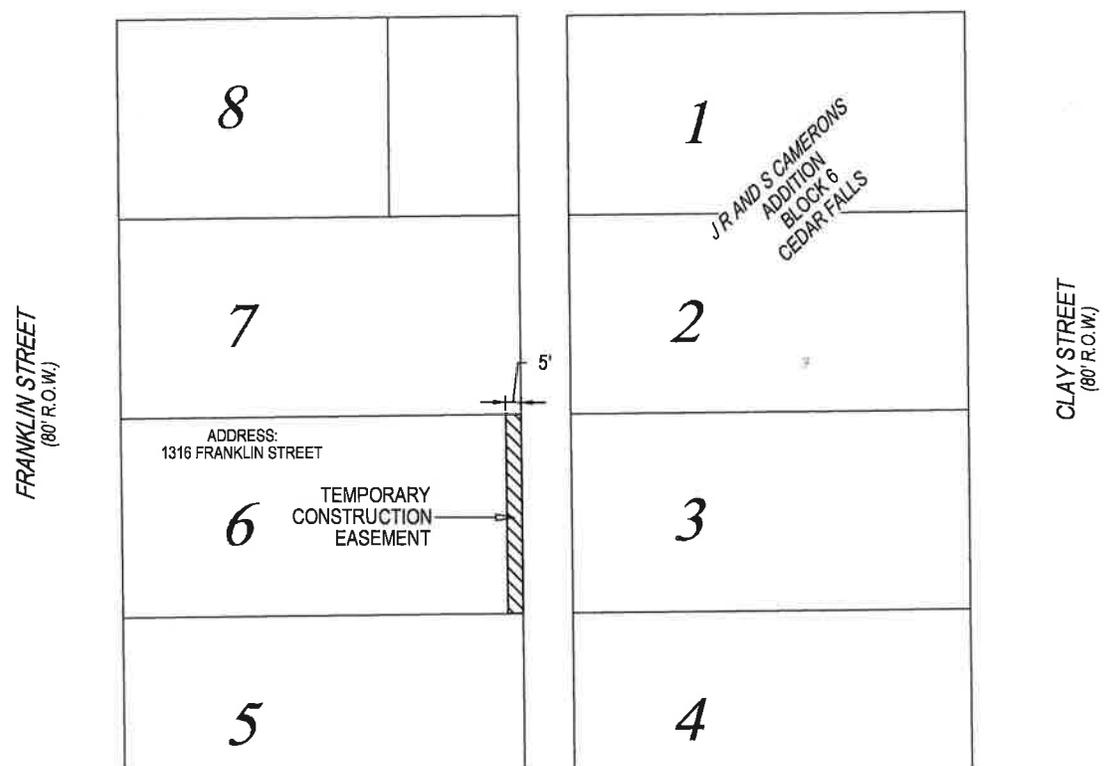
My Commission Expires:

EXHIBIT A 2023 ALLEY RECONSTRUCTION PROJECT

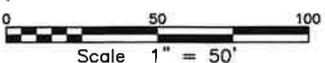
City Proj. No. RC-000-3298

TEMPORARY CONSTRUCTION EASEMENT

WEST 13TH STREET
(66' R.O.W.)



TEMPORARY CONSTRUCTION EASEMENT:
 The East 5.0 feet of Lot No. 6, J R and S Cameron's Addition, in the City of Cedar Falls, Black Hawk County, Iowa.
 Contains 331 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
 EMMA K. LAURES
 STEPHANIE A. LAURES
 1316 FRANKLIN STREET
 CEDAR FALLS, IOWA 50613

Parcel No. : 7
 8914-13-131-008

DEPARTMENT OF PUBLIC WORKS
CEDAR FALLS ENGINEERING SERVICES

 CITY of CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA
 50613
 (319) 268-5161

415

DRAWN BY: JAL	CHECKED BY: JAL	Last Update: March 16, 2023 1:35 PM	SHEET NO. 1	TOTAL SHEETS 1
---------------	-----------------	-------------------------------------	-------------	----------------

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1321 Clay Street
Parcel Number: 8
Project Number: RC-000-3298

County Tax Parcel No: 891413131006
Project Name: 2023 Alley Reconstruction Project

THIS OWNER PURCHASE AGREEMENT is entered into on this 18 day of April, 2023, by and between Nathan D Dalziel AND Erin M Dalziel, ("Seller"), and the City of Cedar Falls, Iowa, ("Buyer").

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

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

BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>331</u> sq. ft.	\$ <u>126.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Additional Damages:		\$ _____
Total		\$ <u>126.00</u>

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.

- 4. ~~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 Seller liability arising out of this Agreement and the construction of the public improvement project, except as set forth in Paragraph 8 below.~~

Erin M Dalziel
4/18/23

Payment of \$126.00 for Temporary Construction Easement.

Acknowledges FF 8 below and # 6 in the included Temporary Construction 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, and payment of the agreed upon price. 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 herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

- 8. 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:

[Signature] 4-18-23
Date

[Signature] 4-18-23
Date

State of Iowa

County of Black Hawk



This record was acknowledged before me on the 18 day of April, 2023 by Erin Dalziel as Seller of Cedar Falls.

[Signature: Lauren Hix]
Signature of notarial officer

June 9, 2024
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 18 day of April, 2023, by Nathan D. and Erin M. Dalziel (“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 hundred and twenty six dollars (\$126.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

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

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

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being

specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement 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:

By:

Name:

[Handwritten Signature]

[Handwritten Signature]

Title:

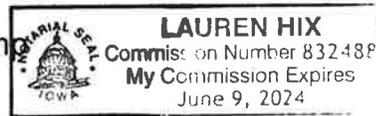
State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 18th day of April, 2023, by Erin Dalziel, as Seller of Cedar Falls.

Signature of notarial officer

Stamp



Title of Office

[My commission expires: June 9, 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.

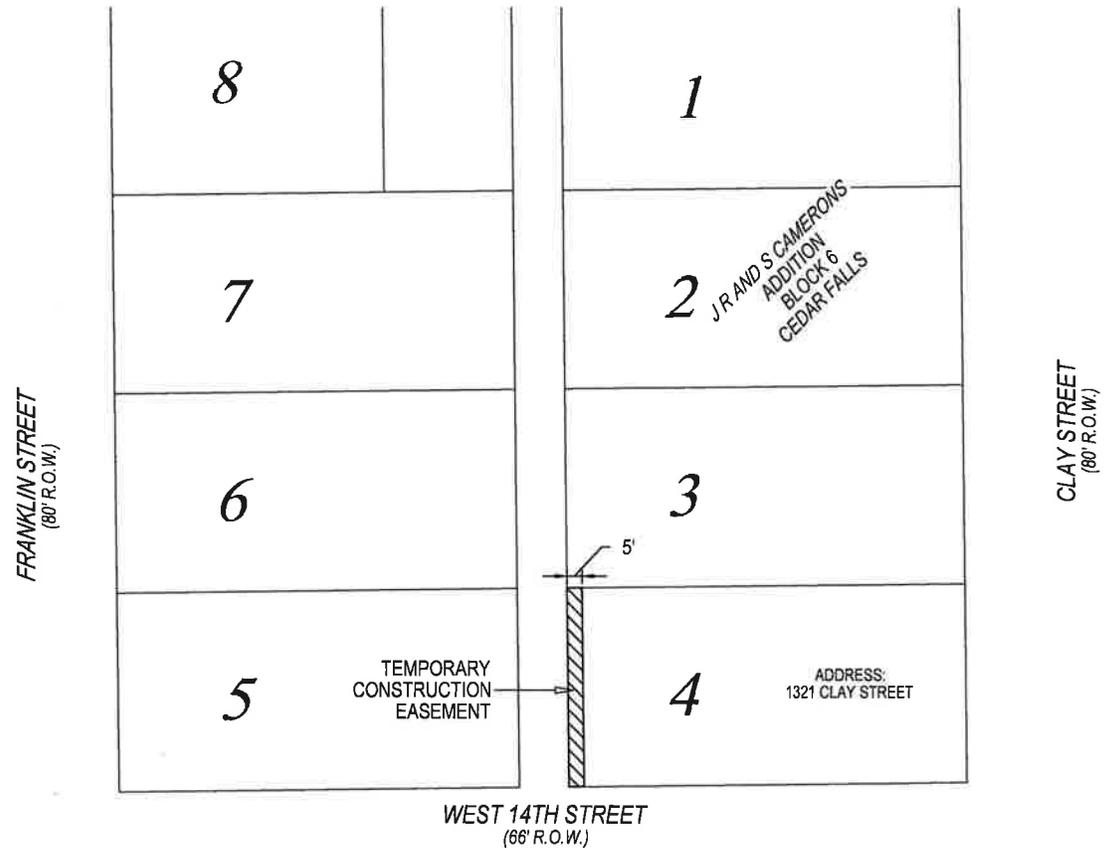
Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT A 2023 ALLEY RECONSTRUCTION PROJECT

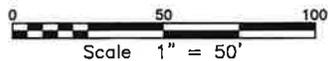
City Proj. No. RC-000-3298

TEMPORARY CONSTRUCTION EASEMENT



TEMPORARY CONSTRUCTION EASEMENT:

The West 5.0 feet of Lot No. 4, J R and S Cameron's Addition, in the City of Cedar Falls, Black Hawk County, Iowa. Contains 331 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
 NATHAN D. DALZIEL
 ERIN M. DALZIEL
 1321 CLAY STREET
 CEDAR FALLS, IOWA 50613

Parcel No. : 8
 8914-13-131-006

DEPARTMENT OF PUBLIC WORKS
 CEDAR ENGINEERING SERVICES



CITY of CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA
 50613
 (319) 268-5161

"OUR CITIZENS ARE OUR BUSINESS"

DRAWN BY: JAL

CHECKED BY: JAL

Last Update: March 16, 2023 1:35 PM

SHEET NO. 1

422

TOTAL SHEETS 1



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer II

DATE: April 24, 2023

SUBJECT: 2023 Alley Reconstruction Project
 City Project Number: RC-000-3298
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Alley Reconstruction Project.

We recommend setting Monday, May 15, 2023 at 7:00 p.m. as the date and time for the public hearing on this project, and Friday, May 26, 2023 at 10:00 a.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Friday, May 5, 2023. The Plans and Specifications will be ready for distribution to contractors on Friday, May 5th, 2023, allowing for two (2) weeks of review before contract letting.

This project involves the reconstruction of three (3) alleys, two (2) of which are concrete and one (1) of which are permeable alleys. Work shall include a combination of excavation and backfill of the alley areas; removal and replacement of driveway and sidewalk and of PCC curb & gutter; sub drain; placement of storage and filter aggregate; permeable interlocking clay brick paver installation, seeding, and concrete, asphalt, or gravel driveway replacement.

The total estimated cost for the construction of this project is \$256,640.00. The project will be funded by the Storm Water Fund, and Street Construction Fund.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Alley Reconstruction Project.

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

2023 ALLEY RECONSTRUCTION PROJECT
CITY PROJECT NO. RC - 000 - 3298
FINAL ESTIMATE OF COSTS
AND QUANTITIES
APRIL 20, 2023

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST	12TH & 13TH - WALNUT & IOWA		13TH & 14TH - FRANKLIN & CLAY		2ND & 3RD - MAIN & STATE	
							UNITS	TOTAL	UNITS	TOTAL	UNITS	TOTAL
1	4040-108-D-0	SUMP PUMP AND ROOF DRAIN TAP	EACH	\$900.00	5	\$4,500.00	0	\$0.00	0	\$0.00	5	\$4,500.00
2	2010-108-D-3	OFF-SITE TOPSOIL	C.Y.	\$50.00	45	\$2,250.00	26	\$1,300.00	19	\$950.00	0	\$0.00
3	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	\$17.00	333	\$5,661.00	171	\$2,907.00	79	\$1,343.00	83	\$1,411.00
4	2010-108-I-0	SUBBASE, MODIFIED, 6 IN.	S.Y.	\$20.00	1266	\$25,320.00	290	\$5,800.00	476	\$9,520.00	500	\$10,000.00
5	4020-108-A-1	STORM SEWER, TRENCHED, 15" NON-PERF, HDPE	L.F.	\$90.00	271	\$24,390.00	0	\$0.00	0	\$0.00	271	\$24,390.00
6	4020-211	SPECIAL PIPE CONNECTIONS, SW-211	EACH	\$500.00	2	\$1,000.00	0	\$0.00	0	\$0.00	2	\$1,000.00
7	4020-108-D-1	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	\$15.00	271	\$4,065.00	0	\$0.00	0	\$0.00	271	\$4,065.00
8	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	L.F.	\$15.00	298	\$4,470.00	298	\$4,470.00	0	\$0.00	0	\$0.00
9	4040-108-C-1	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	\$600.00	2	\$1,200.00	2	\$1,200.00	0	\$0.00	0	\$0.00
10	5020-108-E-0	VALVE BOX ADJUSTMENT	EACH	\$200.00	1	\$200.00	1	\$200.00	0	\$0.00	0	\$0.00
11	6010-108-B-0	INTAKE, SINGLE FLAT	EACH	\$6,000.00	2	\$12,000.00	0	\$0.00	0	\$0.00	2	\$12,000.00
12	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	\$800.00	2	\$1,600.00	0	\$0.00	0	\$0.00	2	\$1,600.00
13	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 6 IN., CLASS "C"	S.Y.	\$65.00	1157	\$75,205.00	300	\$19,500.00	357	\$23,205.00	500	\$32,500.00
14	7010-108-E-0	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	\$65.00	40	\$2,600.00	40	\$2,600.00	0	\$0.00	0	\$0.00
15	7030-108-A-0	REMOVAL OF DRIVEWAY	S.Y.	\$10.00	41	\$410.00	41	\$410.00	0	\$0.00	0	\$0.00
16	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$10.00	8	\$80.00	8	\$80.00	0	\$0.00	0	\$0.00
18	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	\$100.00	108	\$10,800.00	53	\$5,300.00	55	\$5,500.00	0	\$0.00
19	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	S.Y.	\$15.00	15	\$217.50	11	\$157.50	4	\$60.00	0	\$0.00
20	7040-108-A-0	PATCH, 7"P.C.C., FULL DEPTH, "M" MIX	S.Y.	\$300.00	37	\$11,100.00	37	\$11,100.00	0	\$0.00	0	\$0.00
21	7040-108-C-0	PATCH, PARTIAL DEPTH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	\$250.00	6	\$1,500.00	6	\$1,500.00	0	\$0.00	0	\$0.00
22	7040-108-H-0	PAVEMENT REMOVAL	S.Y.	\$12.00	545	\$6,540.00	45	\$540.00	0	\$0.00	500	\$6,000.00
23	7040-108-I-0	CURB AND GUTTER REMOVAL	L.F.	\$10.00	40	\$400.00	40	\$400.00	0	\$0.00	0	\$0.00
24	7080-10-8-B-0	ENGINEERING FABRIC	S.Y.	\$4.00	234	\$936.00	234	\$936.00	0	\$0.00	0	\$0.00
25	7080-108-D-0	STORAGE AGGREGATE	S.Y.	\$15.00	234	\$3,510.00	234	\$3,510.00	0	\$0.00	0	\$0.00
26	7080-108-E-0	FILTER AGGREGATE	S.Y.	\$10.00	234	\$2,340.00	234	\$2,340.00	0	\$0.00	0	\$0.00
27	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.Y.	\$14.00	67	\$938.00	67	\$938.00	0	\$0.00	0	\$0.00
28	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00	0	\$0.00
29	9020-108-A-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$1.50	2365	\$3,547.50	1,365	\$2,047.50	1,000	\$1,500.00	0	\$0.00
30	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	\$10.00	100	\$1,000.00	100	\$1,000.00	0	\$0.00	0	\$0.00
31	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	\$10.00	100	\$1,000.00	100	\$1,000.00	0	\$0.00	0	\$0.00
32	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	\$375.00	4	\$1,500.00	0	\$0.00	0	\$0.00	4	\$1,500.00
33	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	\$90.00	4	\$360.00	0	\$0.00	0	\$0.00	4	\$360.00
34	11020-108-A-0	MOBILIZATION	L.S.	\$35,000.00	1	\$35,000.00	1	\$35,000.00	0	\$0.00	0	\$0.00
35	11050-108-A-0	CONCRETE WASHOUT	LS	\$3,500.00	1	\$3,500.00	1	\$3,500.00	0	\$0.00	0	\$0.00
TOTAL PROJECT ESTIMATE						\$256,640.00	TOTAL=	\$115,236.00	TOTAL=	\$42,078.00	TOTAL=	\$99,326.00

**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: April 24, 2023

SUBJECT: 2023 Seal Coat
City Project Number: SC-000-3311
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Seal Coat Project.

We recommend setting Monday, May 15, 2023 at 7:00 p.m. as the date and time for the public hearing on this project, and Friday, May 26, 2023 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 5, 2023. The Plans and Specifications will be ready for distribution to contractors on Friday, May 5th, 2023, allowing for two (2) weeks of review before contract letting.

This project involves seal coating five (5) street sections, two (2) single lane drives for lift stations, multiple single lane drives within three (3) cemeteries, and one parking lot; for a total covering of 43,870 S.Y. of seal coat. Work shall include proper surface preparation and proper placement and compaction of the surface.

The total estimated cost for the construction of this project is \$230,923.00. The project will be funded by Local Sales Tax and the Street Construction Fund.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Seal Coat Project.

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

2023 Seal Coat Project

Project No. SC-000-3311

Engineer's Cost Estimate

City of Cedar Falls

4/24/2023

Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	28,260.00	\$ 0.50	\$ 14,130.00
2	Seal Coat	S.Y.	43,870.00	\$ 4.00	\$ 175,480.00
3	Pavement Markings, Painted	STA.	1.2	\$ 100.00	\$ 120.00
4	Pavement Markings, Handicapped Symbols	EA.	2	\$ 100.00	\$ 200.00
5	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00
6	Traffic Control	L.S.	1	\$ 10,000.00	\$ 10,000.00
				10 % Contingency:	\$ 20,993.00
				Total:	\$ 230,923.00



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: April 19, 2023
SUBJECT: FY2023 Budget Amendment

Please find attached the notice for a FY2023 budget amendment. This budget amendment is necessary due to timing of various projects and participation in various grants.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for May 15, 2023.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
Ron Gaines, City Administrator

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

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

Item 38.

The City of CEDAR FALLS will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/15/2023 07:00 PM

Contact: Jennifer Rodenbeck

Phone: (319) 273-8600 ext: 5108

Meeting Location: City Hall, 220 Clay Street, Cedar Falls, IA

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	23,906,560	0	23,906,560
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	23,906,560	0	23,906,560
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	5,985,020	0	5,985,020
Other City Taxes	6	8,079,695	0	8,079,695
Licenses & Permits	7	1,031,000	0	1,031,000
Use of Money & Property	8	633,452	0	633,452
Intergovernmental	9	17,700,020	4,230,620	21,930,640
Charges for Service	10	15,220,550	433,200	15,653,750
Special Assessments	11	0	0	0
Miscellaneous	12	1,104,483	2,284,400	3,388,883
Other Financing Sources	13	1,885,000	630,000	2,515,000
Transfers In	14	13,790,570	0	13,790,570
Total Revenues & Other Sources	15	89,336,350	7,578,220	96,914,570
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	13,446,710	91,900	13,538,610
Public Works	17	19,449,090	5,385,850	24,834,940
Health and Social Services	18	28,000	0	28,000
Culture and Recreation	19	8,665,100	256,000	8,921,100
Community and Economic Development	20	2,989,600	90,620	3,080,220
General Government	21	6,310,200	3,000	6,313,200
Debt Service	22	2,129,200	0	2,129,200
Capital Projects	23	30,515,470	13,550,500	44,065,970
Total Government Activities Expenditures	24	83,533,370	19,377,870	102,911,240
Business Type/Enterprise	25	9,205,410	1,119,000	10,324,410
Total Gov Activities & Business Expenditures	26	92,738,780	20,496,870	113,235,650
Transfers Out	27	13,790,570	0	13,790,570
Total Expenditures/Transfers Out	28	106,529,350	20,496,870	127,026,220
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-17,193,000	-12,918,650	-30,111,650
Beginning Fund Balance July 1, 2022	30	89,733,998	0	89,733,998
Ending Fund Balance June 30, 2023	31	72,540,998	-12,918,650	59,622,348

Explanation of Changes: These over expenditures are primarily due to timing of capital projects and participation in various grant programs. Some of the expenditures are covered by additional revenues; intergovernmental, charges for services, miscellaneous, other financing sources, as well as cash reserves.



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
 220 CLAY STREET
 PH: 319-273-8606
 FAX: 319-273-8610

INSPECTION SERVICES
 220 CLAY STREET
 PH: 319-268-5161
 FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
 110 E. 13TH STREET
 PH: 319-273-8636
 FAX: 319-273-8656

**VISITORS & TOURISM/
 CULTURAL PROGRAMS**
 6510 HUDSON ROAD
 PH: 319-268-4266
 FAX: 319-277-9707

MEMORANDUM

TO: Mayor Robert M. Green and City Council
FROM: Thom Weintraut, AICP, Planner III
DATE: May 1, 2023
SUBJECT: Setting Public Hearing date for Right-of-Way Vacation Request – Hudson Road

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

PETITIONER: David Nichols

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

PROPOSAL

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

SETTING PUBLIC HEARING DATE

An exhibit is attached to this report, which indicates the area requested for vacation. This portion of right-of-way was conveyed to the City in 1988 by James and Jacqueline Juhl for the widening of Hudson Road to four (4) lanes. There is a 20 inch water main running through the northern portion of the area which has been requested to be vacated, therefore, a plat and an easement will be required when the property is conveyed to Mr. Nicol.

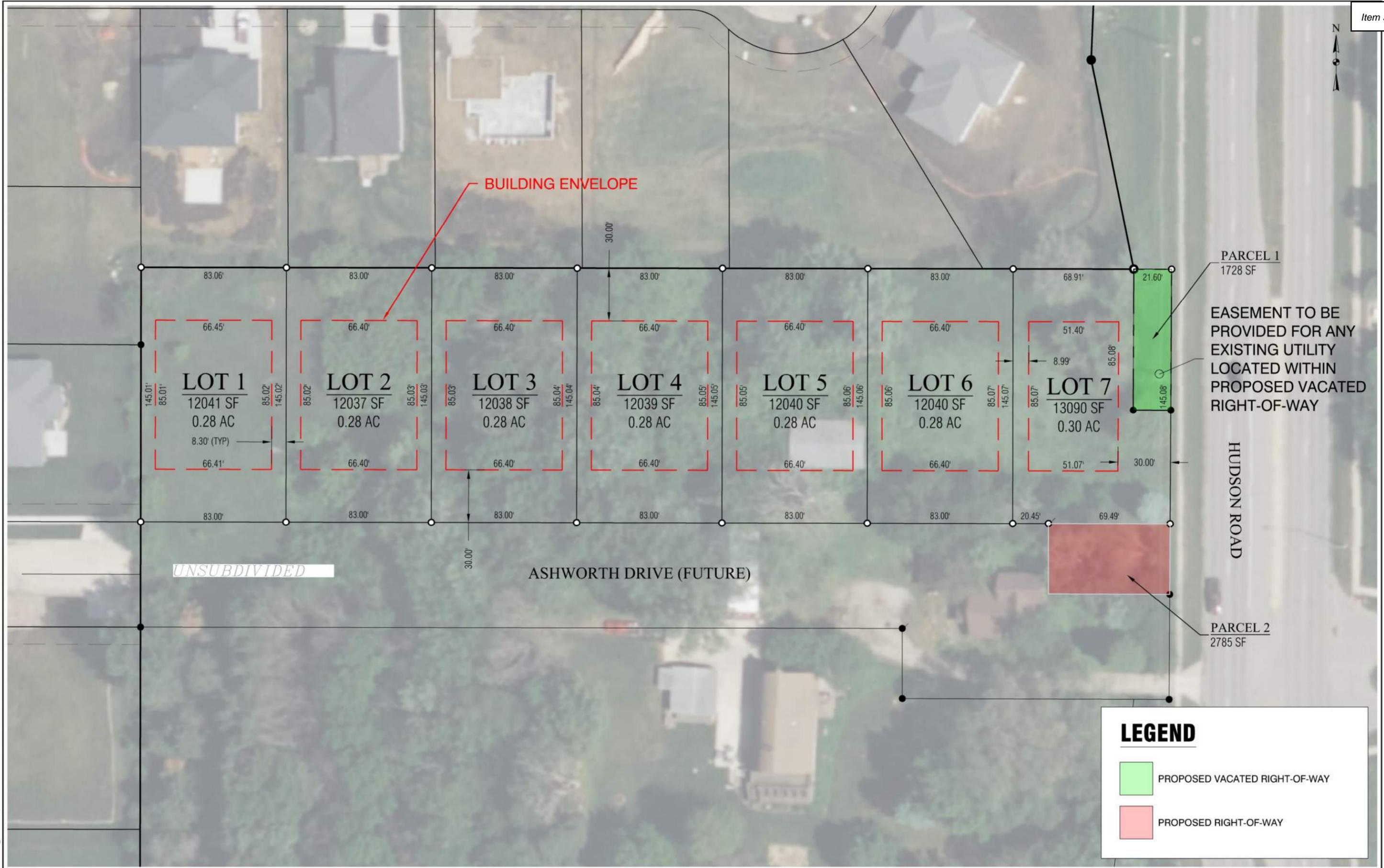
RECOMMENDATION

The Planning and Zoning Commission considered this request for right-of-way vacation at their meeting on April 12, 2023, and recommend approval, subject to the dedication of an easement for the water main running through the northern portion of the property.

A full staff report will be forwarded to the Council for consideration on the hearing date.

Based on the recommendation of the Planning and Zoning Commission, the Community Development Department recommends that the City Council set a public hearing date for May 15, 2023 to consider this request.

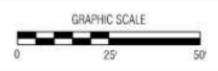
Attachments: Resolution setting public hearing date
Right of Way Vacation exhibit



UNSUBDIVIDED

LEGEND

- PROPOSED VACATED RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsdille-Garber Associates, Inc.
 5106 Nordic Drive
 Cedar Falls, Iowa 50613
 Ph 319-366-0268
 www.cgaconsultants.com

DESIGNED: ACD	DATE: 12-27-22
DRAWN: ACD	DATE: 12-27-22
CHECKED: ACD	DATE: 12-27-22
APPROVED: ACD	DATE: 12-27-22

ASHWORTH NORTH ADDITION
 CEDAR FALLS, IOWA

LOT LAYOUT 12-27-22

PROJECT NO. 5885
SHEET NO. 1

J:\5885\img\5885_Ext\122822\Lot Exhibit.dwg - Lot Exhibit - 12-28-22 - 11:52am - ACD276

NOTICE OF PUBLIC HEARING ON PROPOSAL TO VACATE A PORTION OF
HUDSON ROAD RIGHT-OF-WAY BY THE CITY OF CEDAR FALLS, IOWA

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City Council of the City of Cedar Falls, Iowa, will hold a public hearing on an ordinance to vacate the following described right-of-way with the intent to make this land available for sale and conveyance, subsequent to vacation, according to State law:

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

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 13 OF PRAIRIE WINDS 4TH ADDITION, ALSO BEING THE WEST RIGHT OF WAY OF HUDSON ROAD, THENCE S89°52'43"E 21.60'; THENCE S00°19'59"W 80.31'; THENCE N89°55'21" 21.42' ALONG THE SAID RIGHT OF WAY OF HUDSON ROAD; THENCE N00°12'25"E 80.33' ALONG THE SAID RIGHT OF WAY OF HUDSON ROAD TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES MORE OR LESS.

There will be a public hearing on said proposed change on the 15th day of May 2023, at 7:00 p.m. at the Cedar Falls City Hall, 220 Clay Street, Cedar Falls. Documents describing the rezoning are now on file in the office of the City Clerk at the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Public comments on the proposed change to the Zoning Map may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

Jacqueline Danielsen, MMC, City Clerk

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

RESOLUTION NO. _____

RESOLUTION DIRECTING PUBLICATION OF NOTICE AND SETTING DATE FOR PUBLIC HEARING ON A PROPOSAL TO VACATE A PORTION OF RIGHT-OF-WAY ALONG HUDSON ROAD IN CEDAR FALLS, IOWA

WHEREAS, the Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa, the vacation of a portion of right-of-way along Hudson Road, as described below, subject to a separate perpetual utility easement; and

WHEREAS, the City Council does hereby propose to consider vacating said portion of Hudson Road right-of-way after public hearing on required notice hereof, retaining perpetual easements, with the intent to make this land available for sale and conveyance according to State law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that the City Clerk be and is hereby authorized and directed to publish notice of a public hearing to be held in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, at 7:00 p.m. on the 1st day of May 2023, on the proposal to vacate the following described right-of-way:

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

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 13 OF PRAIRIE WINDS 4TH ADDITION, ALSO BEING THE WEST RIGHT OF WAY OF HUDSON ROAD, THENCE S89°52'43"E 21.60'; THENCE S00°19'59"W 80.31'; THENCE N89°55'21" 21.42' ALONG THE SAID RIGHT OF WAY OF HUDSON ROAD; THENCE N00°12'25"E 80.33' ALONG THE SAID RIGHT OF WAY OF HUDSON ROAD TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES MORE OR LESS.

ADOPTED this 1st day of May 2023.

Robert M. Green, Mayor

ATTEST: _____
Jacqueline Danielsens, MMC, City Clerk

DAILY INVOICES FOR 5/01/23 COUNCIL MEETING

Item 40.

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
1750		10/23 AP		04/06/23	0398528	LUVERT, SPENCER	210.74			04/19/23
						RMB:TABLE/CANOPY/SANDBAGS				
						ACCOUNT TOTAL	210.74	.00	210.74	
101-1199-421.31-12						HUMAN DEVELOPMENT GRANTS / GRANTS-CULT IAC GEN OP				
1769		10/23 AP		04/19/23	0398532	REED, VICTORIA ANN	100.00			04/21/23
						ESSAY WRITTEN FOR NISSEN GALL.BROCH./REDO #140127				
						ACCOUNT TOTAL	100.00	.00	100.00	
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES				
1728		10/23 AP		04/12/23	0398525	BLACK HAWK CO.RECORDER	12.00			04/17/23
						RCD:MEMO-AGRMT.-MIN.IMPRV MCWING, LLC				
1710		10/23 AP		04/10/23	0398509	BLACK HAWK CO.RECORDER	22.00			04/11/23
						RCD:RESOLUTION #23,124				
						ACCOUNT TOTAL	34.00	.00	34.00	
101-2205-432.88-17						OUTSIDE AGENCIES / CEDAR FALLS BAND				
1710		10/23 AP		04/10/23	0398512	CEDAR FALLS MUNICIPAL BAND	14,003.02			04/11/23
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	14,003.02	.00	14,003.02	
101-2253-423.85-01						UTILITIES / UTILITIES				
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	3,980.38			04/21/23
						UTILITIES THRU 04/01/23				
						ACCOUNT TOTAL	3,980.38	.00	3,980.38	
101-2253-423.85-05						UTILITIES / THE FALLS POOL UTILITIES				
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	855.96			04/21/23
						UTILITIES THRU 04/01/23				
						ACCOUNT TOTAL	855.96	.00	855.96	
101-2280-423.85-01						UTILITIES / UTILITIES				
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	982.52			04/21/23
						UTILITIES THRU 04/01/23				
						ACCOUNT TOTAL	982.52	.00	982.52	

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.89-14						MISCELLANEOUS SERVICES / REFUNDS				
1769		10/23	AP	04/19/23	0398531	PAT RAUSCH REFUND-SECURITY DEPOSIT	250.00			04/21/23
						ACCOUNT TOTAL	250.00	.00	250.00	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1728		10/23	AP	04/12/23	0398523	BARRON, LIESEL	21.15			04/17/23
						RMB:MEALS-FIRE ON 22ND ST #23-030203-VICTIM FAMILY				
1710		10/23	AP	04/02/23	0398517	RICHTER, KYE	54.58			04/11/23
						RMB:MEALS-STATE FIRE SCH. ALTOONA				
1710		10/23	AP	04/02/23	0398519	SCHMIDT, LUCAS	56.11			04/11/23
						RMB:MEALS-STATE FIRE SCH. ALTOONA				
						ACCOUNT TOTAL	131.84	.00	131.84	
101-4511-414.85-01 UTILITIES / UTILITIES										
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	3,935.11			04/21/23
						UTILITIES THRU 04/01/23				
						ACCOUNT TOTAL	3,935.11	.00	3,935.11	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	230.17			04/21/23
						UTILITIES THRU 04/01/23				
						ACCOUNT TOTAL	230.17	.00	230.17	
101-5521-415.85-01 UTILITIES / UTILITIES										
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	2,386.29			04/21/23
						UTILITIES THRU 04/01/23				
						ACCOUNT TOTAL	2,386.29	.00	2,386.29	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	122.45			04/21/23
						UTILITIES THRU 04/01/23				
						ACCOUNT TOTAL	122.45	.00	122.45	
101-6613-433.85-01 UTILITIES / UTILITIES										
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	246.28			04/21/23
						UTILITIES THRU 04/01/23				
						ACCOUNT TOTAL	246.28	.00	246.28	

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.85-01 UTILITIES / UTILITIES										
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	6,747.19			04/21/23
				UTILITIES THRU 04/01/23						
				ACCOUNT TOTAL			6,747.19	.00	6,747.19	
101-6623-423.85-01 UTILITIES / UTILITIES										
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	1,170.20			04/21/23
				UTILITIES THRU 04/01/23						
				ACCOUNT TOTAL			1,170.20	.00	1,170.20	
101-6633-423.85-01 UTILITIES / UTILITIES										
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	1,901.99			04/21/23
				UTILITIES THRU 04/01/23						
				ACCOUNT TOTAL			1,901.99	.00	1,901.99	
				FUND TOTAL			37,288.14	.00	37,288.14	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF										
1710		10/23 AP		04/10/23	0398513	DEBT SERVICE	1,091,942.51			04/11/23
				PROPERTY TAX PAYMENT						
1710		10/23 AP		04/10/23	0398511	CAPITAL PROJECTS FUND	803,676.13			04/11/23
				PROPERTY TAX PAYMENT						
1710		10/23 AP		04/10/23	0398511	CAPITAL PROJECTS FUND	3,283.57			04/11/23
				PROPERTY TAX PAYMENT						
1710		10/23 AP		04/10/23	0398511	CAPITAL PROJECTS FUND	23,126.43			04/11/23
				PROPERTY TAX PAYMENT						
1710		10/23 AP		04/10/23	0398511	CAPITAL PROJECTS FUND	64,221.63			04/11/23
				PROPERTY TAX PAYMENT						
				ACCOUNT TOTAL			1,986,250.27	.00	1,986,250.27	
				FUND TOTAL			1,986,250.27	.00	1,986,250.27	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.85-01 UTILITIES / UTILITIES										
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	4,018.56			04/21/23
				UTILITIES THRU 04/01/23						
				ACCOUNT TOTAL			4,018.56	.00	4,018.56	

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6647-1769		436.85-01		10/23	04/01/23 0398530	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	2,259.55			04/21/23
						UTILITIES THRU 04/01/23				
						ACCOUNT TOTAL	2,259.55	.00	2,259.55	
						FUND TOTAL	6,278.11	.00	6,278.11	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-1750		432.89-66		10/23	04/17/23 0004808	MISCELLANEOUS SERVICES / STATE CARES - CV2 NORTHEAST IOWA FOOD BANK	6,225.05			04/19/23
						IEDA-STATE CARES CV2				
						PROJECT#: 022353				
						ACCOUNT TOTAL	6,225.05	.00	6,225.05	
						FUND TOTAL	6,225.05	.00	6,225.05	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-1769		431.98-45		10/23	04/19/23 0398529	CAPITAL PROJECTS / MAIN STREET RECONSTRUCT BLACK HAWK CO.RECORDER	22.00			04/21/23
						3283-PARCEL#40-MAIN ST. WARRANTY DEED-DJS PROP.				
						PROJECT#: 023283				
1769				10/23	04/19/23 0398529	BLACK HAWK CO.RECORDER	5.00			04/21/23
						3283-PARCEL#40-MAIN ST. DEED FEE-DJS PROPERTIES				
						PROJECT#: 023283				
1769				10/23	04/19/23 0398529	BLACK HAWK CO.RECORDER	22.00			04/21/23
						3283-PARCEL#40-MAIN ST. WARRANTY DEED-TITAN PROP.				
						PROJECT#: 023283				
1769				10/23	04/19/23 0398529	BLACK HAWK CO.RECORDER	5.00			04/21/23
						3283-PARCEL#40-MAIN ST. DEED FEE-TITAN PROPERTY				
						PROJECT#: 023283				
1710				10/23	04/10/23 0398509	BLACK HAWK CO.RECORDER	7.00			04/11/23
						3283-MAIN ST. RECONSTRUCT TERM.TEMP.CONST.EASE-T&R				
						PROJECT#: 023283				
1710				10/23	04/10/23 0398509	BLACK HAWK CO.RECORDER	17.00			04/11/23
						3283-MAIN ST. RECONSTRUCT PTL.RLS.MORTG.-T&R RENTAL				
						PROJECT#: 023283				
1710				10/23	04/10/23 0398509	BLACK HAWK CO.RECORDER	22.00			04/11/23
						3283-PARCEL#11-MAIN ST. WARRANTY DEED-D&J INV.				
						PROJECT#: 023283				
1710				10/23	04/10/23 0398509	BLACK HAWK CO.RECORDER	22.00			04/11/23

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued				
3283-PARCEL#300-MAIN ST.						WARRANTY DEED-D&J INV.				
PROJECT#: 023283										
ACCOUNT TOTAL							122.00	.00	122.00	
FUND TOTAL							122.00	.00	122.00	
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
1718		10/23 AP		04/10/23	0398521	DEWITT, JASON	90.00			04/13/23
						ALL-CITY VOCAL MUSIC				
						CAMERA OPERATOR				
1718		10/23 AP		04/10/23	0398522	SURMA, JOSEPH EDWARD	90.00			04/13/23
						ALL-CITY VOCAL MUSIC				
						CAMERA OPERATOR				
ACCOUNT TOTAL							180.00	.00	180.00	
FUND TOTAL							180.00	.00	180.00	
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1728		10/23 AP		04/12/23	0398526	JULIE SHIMEK	160.50			04/17/23
						REFUND-PARKING-TOW FEE				
						CITATION #1037047				
ACCOUNT TOTAL							160.50	.00	160.50	
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	15.75			04/21/23
						UTILITIES THRU 04/01/23				
ACCOUNT TOTAL							15.75	.00	15.75	
FUND TOTAL							176.25	.00	176.25	
FUND 261 TOURISM & VISITORS										
261-2291-423.85-01 UTILITIES / UTILITIES										
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	933.64			04/21/23
						UTILITIES THRU 04/01/23				
ACCOUNT TOTAL							933.64	.00	933.64	
FUND TOTAL							933.64	.00	933.64	

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 10/2023

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01 UTILITIES / UTILITIES										
1769		10/23 AP		04/01/23	0398530	CEDAR FALLS UTILITIES	120.05		04/21/23	
				UTILITIES THRU 04/01/23						
				ACCOUNT TOTAL						120.05
262-1092-423.87-01 RENTALS / RENTALS										
1710		10/23 AP		04/06/23	0398515	MARY GOTTSCHALK	250.00		04/11/23	
				REFUND-SECURITY DEPOSIT						
1710		10/23 AP		04/06/23	0398518	RICK BREDE	250.00		04/11/23	
				REFUND-SECURITY DEPOSIT						
				ACCOUNT TOTAL						500.00
				FUND TOTAL						620.05
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
430-1220-431.91-10 LAND / INDUSTRIAL PARK LAND ACQ										
1728		10/23 AP		04/12/23	0398525	BLACK HAWK CO.RECORDER	12.00		04/17/23	
				RCD:WARRANTY DEED-JONES						
				ACCOUNT TOTAL						12.00
				FUND TOTAL						12.00

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 431	2014	BOND							
FUND 432	2003	BOND							
FUND 433	2001	TIF							
FUND 434	2000	BOND							
FUND 435	1999	TIF							
FUND 436	2012	BOND							
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
438-1220-431.98-83		CAPITAL PROJECTS /			CEDAR HGTS DRIVE RECON				
1710	10/23	AP 03/02/23		0398510	BLACK HAWK CO.RECORDER	27.00			04/11/23
					3171-PARCEL#2-CEDAR HGTS.				
PROJECT#:					023171				
1710	10/23	AP 03/02/23		0398510	BLACK HAWK CO.RECORDER	27.00			04/11/23
					3171-PARCEL#3-CEDAR HGTS.				
PROJECT#:					023171				
1710	10/23	AP 03/02/23		0398510	BLACK HAWK CO.RECORDER	27.00			04/11/23
					3171-PARCEL#15-CEDAR HGTS				
PROJECT#:					023171				
1710	10/23	AP 03/02/23		0398510	BLACK HAWK CO.RECORDER	27.00			04/11/23
					3171-PARCEL#32-CEDAR HGTS				
PROJECT#:					023171				
1710	10/23	AP 03/02/23		0398510	BLACK HAWK CO.RECORDER	27.00			04/11/23
					3171-PARCEL#35-CEDAR HGTS				
PROJECT#:					023171				
					ACCOUNT TOTAL	135.00	.00	135.00	
					FUND TOTAL	135.00	.00	135.00	
FUND 439	2022	BOND FUND							
FUND 443		CAPITAL PROJECTS							
443-1220-431.94-33		CAPITAL PROJECTS /			PROPERTY ACQUISITION				
1769	10/23	AP 04/01/23		0398530	CEDAR FALLS UTILITIES	232.28			04/21/23
					UTILITIES THRU 04/01/23				
					ACCOUNT TOTAL	232.28	.00	232.28	
					FUND TOTAL	232.28	.00	232.28	
FUND 472		PARKADE RENOVATION							
FUND 473		SIDEWALK ASSESSMENT							
FUND 483		ECONOMIC DEVELOPMENT							

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 10/2023

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6685-436.85-01						UTILITIES / UTILITIES			
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	3,598.87		04/21/23
						UTILITIES THRU 04/01/23			
						ACCOUNT TOTAL	3,598.87	.00	3,598.87
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	6,190.00		04/21/23
						UTILITIES THRU 04/01/23			
						ACCOUNT TOTAL	6,190.00	.00	6,190.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1728		10/23	AP	03/31/23	0398524	BLACK HAWK CO.LANDFILL	40,298.62		04/17/23
						LANDFILL SRV:3/1-3/31/23			
						ACCOUNT TOTAL	40,298.62	.00	40,298.62
						FUND TOTAL	50,087.49	.00	50,087.49
FUND 552 SEWER RENTAL FUND									
552-6655-436.85-01 UTILITIES / UTILITIES									
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	14,783.40		04/21/23
						UTILITIES THRU 04/01/23			
						ACCOUNT TOTAL	14,783.40	.00	14,783.40
552-6665-436.85-01 UTILITIES / UTILITIES									
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	11,786.75		04/21/23
						UTILITIES THRU 04/01/23			
						ACCOUNT TOTAL	11,786.75	.00	11,786.75
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
1728		10/23	AP	03/31/23	0398524	BLACK HAWK CO.LANDFILL	280.54		04/17/23

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 10/2023

GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL							continued		
LANDFILL SRV:3/1-3/31/23									
ACCOUNT TOTAL							280.54	.00	280.54
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	6,190.00		04/21/23
UTILITIES THRU 04/01/23									
ACCOUNT TOTAL							6,190.00	.00	6,190.00
FUND TOTAL							33,040.69	.00	33,040.69
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.85-01 UTILITIES / UTILITIES									
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	52.01		04/21/23
UTILITIES THRU 04/01/23									
ACCOUNT TOTAL							52.01	.00	52.01
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
1769		10/23	AP	04/01/23	0398530	CEDAR FALLS UTILITIES	6,190.00		04/21/23
UTILITIES THRU 04/01/23									
ACCOUNT TOTAL							6,190.00	.00	6,190.00
FUND TOTAL							6,242.01	.00	6,242.01
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES									
1750		10/23	AP	04/10/23	0398527	CEDAR FALLS UTILITIES	15.00		04/19/23
LIBRARY DOMAIN NAME									
STATIC IP ADDRESS									
ACCOUNT TOTAL							15.00	.00	15.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1718		10/23	AP	04/01/23	0398520	CENTURYLINK	74.77		04/13/23
CITY PHONE SERV.-APR'23									
ACCOUNT TOTAL							74.77	.00	74.77

PREPARED 04/25/2023, 9:12:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
606-1078	441.82-30					COMMUNICATION / FIBER OPTICS				04/19/23
1750		10/23 AP		04/10/23	0398527	CEDAR FALLS UTILITIES	3,320.00			
						FIBERPOINT:3/11-4/10/23				
						ACCOUNT TOTAL	3,320.00	.00	3,320.00	
						FUND TOTAL	3,409.77	.00	3,409.77	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
681-1902	457.51-10					INSURANCE / HEALTH SEVERANCE PAYMENTS				04/11/23
1710		10/23 AP		04/07/23	0398516	REGENOLD, SHARON K.	266.40			
						RMB:MAR.2023 HEALTH SEV.				
						ACCOUNT TOTAL	266.40	.00	266.40	
						FUND TOTAL	266.40	.00	266.40	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698	446.72-60					OPERATING SUPPLIES / SAFETY SUPPLIES				04/21/23
1769		10/23 AP		04/20/23	0398533	ZOLIAS, ZACHARY	175.00			
						RMB:SAFETY SHOES PO# 56845;AMAZON.COM				
						ACCOUNT TOTAL	175.00	.00	175.00	
						FUND TOTAL	175.00	.00	175.00	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
FUND 724 TRUST & AGENCY										
724-0000	487.50-01					TRANSFERS OUT / TRANSFERS TO GENERAL FUND				04/11/23
1710		10/23 AP		04/10/23	0398514	GENERAL FUND	1,227,355.93			
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	1,227,355.93	.00	1,227,355.93	
						FUND TOTAL	1,227,355.93	.00	1,227,355.93	

PREPARED 04/25/2023, 9:12:06
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
ACCOUNTING PERIOD 10/2023

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	3,359,030.08	.00	3,359,030.08

COUNCIL INVOICES FOR 5/01/23 MEETING

Item 40.

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.81-53			PROFESSIONAL SERVICES / JOB NOTICES							
1775		11/23 AP	03/31/23	0000000		REGISTER MEDIA	790.65		04/25/23	
			JOB AD:ASST.DIR. PS/FIRE			03/11/23, 3/20/23				
1775		11/23 AP	03/31/23	0000000		REGISTER MEDIA	1,356.00		04/25/23	
			JOB AD:MULT.POSITIONS			03/28/23				
1775		11/23 AP	03/31/23	0000000		REGISTER MEDIA	125.00		04/25/23	
			AD PROCESSING MONTHLY FEE			03/01/23-03/31/23				
1775		11/23 AP	03/31/23	0000000		CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
			JOB AD:PT LIB. SHELVVER			03/16/23				
1775		11/23 AP	03/30/23	0000000		CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
			JOB AD:AQUATICS			03/30/23 JOBS4 YOU/WEB				
1775		11/23 AP	03/30/23	0000000		CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
			JOB AD:SEASONAL LABORER			03/30/23 JOBS4 YOU/WEB				
1775		11/23 AP	03/30/23	0000000		CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
			JOB AD:CF REC			03/30/23 JOBS4 YOU/WEB				
1775		11/23 AP	03/30/23	0000000		CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
			JOB AD:ENGR SUMMER INTERN			03/30/23 JOBS4 YOU/WEB				
1775		11/23 AP	03/26/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:ENGINEERING INTERN			COURIER				
1775		11/23 AP	03/26/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:CF REC.SUMM.PROGS.			COURIER				
1775		11/23 AP	03/26/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:SEASONAL LABORERS			COURIER				
1775		11/23 AP	03/26/23	0000000		COURIER COMMUNICATIONS-ADVERT	450.00		04/25/23	
			MONTHLY DIGITAL IMPRESSNS			ONLINE				
1775		11/23 AP	03/26/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:FIRE CHIEF			COURIER				
1775		11/23 AP	03/26/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:LABORER POSITION			COURIER				
1775		11/23 AP	03/26/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:MAINT. POSITION			COURIER				
1775		11/23 AP	03/22/23	0000000		COURIER COMMUNICATIONS-ADVERT	500.00		04/25/23	
			MARCH PPC CAMPAIGN			AMP DIGITAL				
1775		11/23 AP	03/19/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:ENGINEERING INTERN			COURIER				
1775		11/23 AP	03/19/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:CF REC.SUMM.PROGS.			COURIER				
1775		11/23 AP	03/19/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:SEASONAL LABORERS			COURIER				
1775		11/23 AP	03/19/23	0000000		COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
			JOB AD:ENG. TECH.			COURIER				
1775		11/23 AP	03/19/23	0000000		COURIER COMMUNICATIONS-ADVERT	55.95		04/25/23	
			JOB AD:FIRE CHIEF			COURIER				
1775		11/23 AP	03/19/23	0000000		COURIER COMMUNICATIONS-ADVERT	55.95		04/25/23	
			JOB AD:PT LIB. SHELVVER			COURIER				
1775		11/23 AP	03/19/23	0000000		COURIER COMMUNICATIONS-ADVERT	55.95		04/25/23	
			JOB AD:LABORER POSITION			COURIER				
1775		11/23 AP	03/19/23	0000000		COURIER COMMUNICATIONS-ADVERT	55.95		04/25/23	
			JOB AD:MAINT. POSITION			COURIER				
1775		11/23 AP	03/17/23	0000000		COURIER COMMUNICATIONS-ADVERT	39.00		04/25/23	

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-53					PROFESSIONAL SERVICES / JOB NOTICES				continued
					SEARCH BOOST				
1775				11/23 AP 03/16/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
					JOB AD:PT HEARST F.DESK				
1775				11/23 AP 03/16/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
					JOB AD:ENGR SUMMER INTERN				
1775				11/23 AP 03/16/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
					JOB AD:SEASONAL LABORER				
1775				11/23 AP 03/16/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
					JOB AD:SUMMER PROG. STAFF				
1775				11/23 AP 03/16/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		04/25/23	
					JOB AD:AQUATICS				
1775				11/23 AP 03/12/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:ENGINEERING INTERN				
1775				11/23 AP 03/12/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:CF REC.SUMM.PROGS.				
1775				11/23 AP 03/12/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:SEASONAL LABORERS				
1775				11/23 AP 03/12/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:ENGINEERING TECH.I				
1775				11/23 AP 03/12/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:PT MAINT. WORKER				
1775				11/23 AP 03/12/23	0000000 COURIER COMMUNICATIONS-ADVERT	55.95		04/25/23	
					JOB AD:SEASONAL LABORER				
1775				11/23 AP 03/05/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:ENGINEERING INTERN				
1775				11/23 AP 03/05/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:CF REC.SUMM.PROGS.				
1775				11/23 AP 03/05/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:SEASONAL LABORERS				
1775				11/23 AP 03/05/23	0000000 COURIER COMMUNICATIONS-ADVERT	950.00		04/25/23	
					MOBILE LOCATION TARGETING				
1775				11/23 AP 03/05/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:ENGINEERING TECH.I				
1775				11/23 AP 03/05/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:PT LABORER				
1775				11/23 AP 03/05/23	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		04/25/23	
					JOB AD:PARKING ATTENDANT				
1775				11/23 AP 03/05/23	0000000 COURIER COMMUNICATIONS-ADVERT	55.95		04/25/23	
					JOB AD:PT MAINT. WORKER				
					ACCOUNT TOTAL	5,862.30	.00	5,862.30	
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG									
1775				11/23 AP 04/24/23	0000000 WELLNESS PROGRAM FEE	683.40		04/25/23	
					WELLNESS PROGRAM FEE				
					APRIL 2023				
					ACCOUNT TOTAL	683.40	.00	683.40	

PREPARED 04/25/2023, 9:09:36
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1038-441.83-04				03/16/23	TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1775		11/23 AP		0000000	RESOURCEFULMANAGER INSIDER	247.00		04/25/23	
					INSIDER MEMBERSHIP-C.SOLE				
					ACCOUNT TOTAL	247.00	.00	247.00	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
1715		11/23 AP		04/01/23	REDFERN,MASON,LARSEN & MOORE,	644.50		04/25/23	
					LGL:GREENHILL VILL.9TH AD				
					03/01/23-03/24/23				
					PROJECT#: 023006				
1715		11/23 AP		04/01/23	REDFERN,MASON,LARSEN & MOORE,	50.00		04/25/23	
					GENERAL CITY MATTERS				
					02/08/23				
					ACCOUNT TOTAL	694.50	.00	694.50	
101-1199-411.32-91 COMM PROTECTION GRANTS / POL-TARGET CHILD SAFETY									
1702		11/23 AP		04/13/23	BAKER & TAYLOR BOOKS	1,509.45		04/25/23	
					YOUTH BOOKS-PUBLIC SAFETY				
					ACCOUNT TOTAL	1,509.45	.00	1,509.45	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS									
1716		11/23 AP		03/29/23	SERVICEWEAR APPAREL, INC.	85.31		04/25/23	
					UNIFORM-J HENDERSON				
					SOFTSHELL JACKET				
					ACCOUNT TOTAL	85.31	.00	85.31	
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING									
1716		11/23 AP		03/16/23	STOREY KENWORTHY	400.00		04/25/23	
					EXPIRED PERMIT ADHSV PADS				
1716		11/23 AP		03/08/23	STOREY KENWORTHY	139.36		04/25/23	
					RESIDENTIAL BLDG PRMT APP				
					ACCOUNT TOTAL	539.36	.00	539.36	
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1715		11/23 AP		04/12/23	FEDERAL EXPRESS	42.69		04/25/23	
					POSTAGE FOR DENTON DAVIS				
					RE:IMMIGRATION				
					ACCOUNT TOTAL	42.69	.00	42.69	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
1745		11/23 AP		04/03/23	BSN SPORTS, INC.	138.43		04/25/23	
					BATTING HELMETS				

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT						continued				
ACCOUNT TOTAL							138.43	.00	138.43	
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
1745		11/23 AP	04	11/23	0000000	DIRECT FITNESS SOLUTIONS	1,806.06			04/25/23
FITNESS CLASS EQUIPMENT										
ACCOUNT TOTAL							1,806.06	.00	1,806.06	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
1745		11/23 AP	04	14/23	0000000	ARAMARK	26.25			04/25/23
REC CTR MATS										
1745		11/23 AP	04	01/23	0000000	IWMC	58.00			04/25/23
WATER MANAGEMENT SERVICE										
ACCOUNT TOTAL							84.25	.00	84.25	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1712		11/23 AP	04	12/23	0000000	O'DONNELL ACE HARDWARE	40.97			04/25/23
BATTERIES, WIPES										
1712		11/23 AP	03	23/23	0000000	O'DONNELL ACE HARDWARE	17.38			04/25/23
SWIFFER CLEANING SUPPLIES										
1712		11/23 AP	03	02/23	0000000	O'DONNELL ACE HARDWARE	20.99			04/25/23
AA BATTERIES										
ACCOUNT TOTAL							79.34	.00	79.34	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1712		11/23 AP	04	07/23	0000000	SIGNS & DESIGNS, INC.	40.00			04/25/23
CF STUDENT EXHIBIT VINYL										
1712		11/23 AP	03	18/23	0000000	O'DONNELL ACE HARDWARE	27.99			04/25/23
POLYURETHANE FOR K-12										
1712		11/23 AP	03	02/23	0000000	O'DONNELL ACE HARDWARE	22.37			04/25/23
PLEXI CLEANER, SCREWS										
ACCOUNT TOTAL							90.36	.00	90.36	
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1712		11/23 AP	04	03/23	0000000	O'DONNELL ACE HARDWARE	20.85			04/25/23
BUCKETS AND LIDS, NAILS										
ACCOUNT TOTAL							20.85	.00	20.85	

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
1712		11/23	AP	04/18/23	0000000	QUEGG, WILLIAM	400.00			04/25/23	
		PERFORMANCE ON 5/11/23 RUSH CLEVELAND TRIO									
1712		11/23	AP	04/14/23	0000000	ARAMARK	13.74			04/25/23	
		MAT SERVICE									
1712		11/23	AP	04/06/23	0000000	NISSEN, JERRY L	200.00			04/25/23	
		OPEN STUDIO PAINTING 6 SESSIONS OF INSTRUCTION									
		ACCOUNT TOTAL						613.74	.00		613.74
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY											
1753		11/23	AP	04/14/23	0000000	ARAMARK	7.25			04/25/23	
		TOWELS - STATIONS #2									
1753		11/23	AP	04/14/23	0000000	ARAMARK	24.60			04/25/23	
		TOWELS MATS-PSS BUILDING									
		ACCOUNT TOTAL						31.85	.00		31.85
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES											
1753		11/23	AP	02/11/22	0000000	MACHOVEC	1,408.64			04/25/23	
		2 ICE COMMANDER SUITS V3; REPL ICE/WATER RESCUE SUI									
		ACCOUNT TOTAL						1,408.64	.00		1,408.64
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT											
1752		11/23	AP	02/28/23	0000000	AWARDS, GIFTS & ENGRAVING	305.00			04/25/23	
		AWARDS OF EXCELLENCE-2023									
		ACCOUNT TOTAL						305.00	.00		305.00
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES											
1752		11/23	AP	04/19/23	0000000	GIBSON SPECIALTY CO.	787.50			04/25/23	
		PROMOTIONAL CUPS									
1752		11/23	AP	04/19/23	0000000	GIBSON SPECIALTY CO.	1,027.50			04/25/23	
		KEYCHAINS									
1753		11/23	AP	04/06/23	0000000	MENARDS-CEDAR FALLS	55.74			04/25/23	
		STATION 1 SUPPLIES									
		ACCOUNT TOTAL						1,870.74	.00		1,870.74
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
1752		11/23	AP	03/31/23	0000000	COLOFF MEDIA	500.00			04/25/23	
		PSO ADVERTISING;93.5 MIX; 106.5KCVM;105.1KCFI;1650									
		ACCOUNT TOTAL						500.00	.00		500.00

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1753		11/23	AP	04/13/23	0000000	FAREWAY STORES INC. #190	58.39			04/25/23
						GRANOLA BARS				
						APRIL FIRE TRAINING WTLOO				
						ACCOUNT TOTAL	58.39	.00	58.39	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1753		11/23	AP	04/10/23	0000000	FIRE SERVICE TRNG. BUREAU	250.00			04/25/23
						STATE FIRE SCHOOL 4/1-4/2				
						RICHTER;SCHMIDT				
						ACCOUNT TOTAL	250.00	.00	250.00	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1752		11/23	AP	04/19/23	0000000	GIBSON SPECIALTY CO.	787.50			04/25/23
						PROMOTIONAL CUPS				
1752		11/23	AP	04/19/23	0000000	GIBSON SPECIALTY CO.	1,027.50			04/25/23
						KEYCHAINS				
1752		11/23	AP	04/17/23	0000000	MARTIN BROS.DISTRIBUTING	76.31			04/25/23
						SPOONS				
						SUPPLIES-PD KITCHEN				
1753		11/23	AP	04/14/23	0000000	ARAMARK	18.61			04/25/23
						MATS-PSS BUILDING				
1752		11/23	AP	04/07/23	0000000	GIBSON SPECIALTY CO.	21.25			04/25/23
						5 BLACK NAME TAGS-REIMERS				
						ACCOUNT TOTAL	1,931.17	.00	1,931.17	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1752		11/23	AP	02/28/23	0000000	AWARDS, GIFTS & ENGRAVING	305.00			04/25/23
						AWARDS OF EXCELLENCE-2023				
						ACCOUNT TOTAL	305.00	.00	305.00	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1752		11/23	AP	03/31/23	0000000	COLOFF MEDIA	500.00			04/25/23
						PSO ADVERTISING;93.5 MIX;				
						106.5KCVM;105.1KCFI;1650				
						ACCOUNT TOTAL	500.00	.00	500.00	
101-5521-415.81-58 PROFESSIONAL SERVICES / WITNESS FEES/SUBPOENAS										
1715		11/23	AP	04/04/23	0000000	SWISHER & COHRT, P.L.C.	108.95			04/25/23
						LGL:TRAFFIC CASES				
						10/07/22-03/31/23				
						ACCOUNT TOTAL	108.95	.00	108.95	

PREPARED 04/25/2023, 9:09:36
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-5521-415.86-06						REPAIR & MAINTENANCE / WEAPONS MAINTENANCE				
1752		11/23	AP	03/16/23	0000000	VORTEX OPTICS	395.97			04/25/23
						3 LED UPGRADE SIGHTS				
ACCOUNT TOTAL							395.97	.00	395.97	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1752		11/23	AP	04/07/23	0000000	GALLS, LLC	84.67			04/25/23
						1 SOFTSHELL JACKET-XL				
1752		11/23	AP	04/03/23	0000000	GALLS, LLC	846.54			04/25/23
						10 SOFTSHELL JACKETS				
						2 MED;6 LRG;2 XL				
ACCOUNT TOTAL							931.21	.00	931.21	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
1752		11/23	AP	04/05/23	0000000	CEDAR BEND HUMANE SOCIETY	1,639.20			04/25/23
						MAR'23 ANIMAL SURRENDER				
ACCOUNT TOTAL							1,639.20	.00	1,639.20	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1763		11/23	AP	04/14/23	0000000	SIGNS BY TOMORROW	170.75			04/25/23
						SIGNAGE				
PROJECT#:						062506				
1747		11/23	AP	04/12/23	0000000	O'DONNELL ACE HARDWARE	7.69			04/25/23
						PLEDGE CLEANER				
PROJECT#:						062501				
1763		11/23	AP	04/12/23	0000000	MENARDS-CEDAR FALLS	15.47			04/25/23
						DISH SOAP AND HARDBOARD				
PROJECT#:						062506				
1747		11/23	AP	04/05/23	0000000	O'DONNELL ACE HARDWARE	56.14			04/25/23
						MOUNTING TAPE AND MARKERS				
PROJECT#:						062506				
1747		11/23	AP	04/04/23	0000000	ECHO GROUP, INC.	228.36			04/25/23
						BATTERIES				
PROJECT#:						062506				
1747		11/23	AP	03/27/23	0000000	ULINE, INC.	161.17			04/25/23
						SDS BINDER AND HOLDER				
PROJECT#:						062506				
ACCOUNT TOTAL							639.58	.00	639.58	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1763		11/23	AP	04/14/23	0000000	MENARDS-CEDAR FALLS	24.98			04/25/23
						AERATORS AND VELCRO				
PROJECT#:						062506				

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
1763		11/23 AP		04/14/23	0000000	MENARDS-CEDAR FALLS VELCRO	63.88			04/25/23
PROJECT#:		062506								
1763		11/23 AP		04/13/23	0000000	MENARDS-CEDAR FALLS VALVE AND WATER HOSE	29.66			04/25/23
PROJECT#:		062506								
1747		11/23 AP		04/12/23	0000000	INTERSTATE ALL BATTERY CENTER BATTERIES, GAS DETECTION SYSTEM	242.00			04/25/23
PROJECT#:		062506								
1763		11/23 AP		04/12/23	0000000	MENARDS-CEDAR FALLS DOOR LATCH	37.99			04/25/23
PROJECT#:		062506								
1747		11/23 AP		04/10/23	0000000	AIRE SERV.OF THE CEDAR VALLEY HVAC REPAIR	670.00			04/25/23
PROJECT#:		062507								
1757		11/23 AP		04/10/23	0000000	ECHO GROUP, INC. EMERGENCY LIGHT BATTERY	23.06			04/25/23
PROJECT#:		062507								
1757		11/23 AP		04/07/23	0000000	ECHO GROUP, INC. EMERGENCY LIGHT BATTERY	8.48			04/25/23
PROJECT#:		062507								
1747		11/23 AP		04/06/23	0000000	JOHNSTONE SUPPLY OF WATERLOO ACTUATOR MOTOR	159.25			04/25/23
PROJECT#:		062506								
1757		11/23 AP		04/05/23	0000000	ECHO GROUP, INC. EMERGENCY LIGHT BATTERIES	16.74			04/25/23
PROJECT#:		062506								
1757		11/23 AP		04/04/23	0000000	ECHO GROUP, INC. EMERGENCY LIGHTS	55.80			04/25/23
PROJECT#:		062506								
1757		11/23 AP		04/04/23	0000000	ECHO GROUP, INC. ELECTRICAL BREAKER	40.49			04/25/23
PROJECT#:		062507								
						ACCOUNT TOTAL	1,372.33	.00		1,372.33
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
1747		11/23 AP		04/04/23	0000000	PLUNKETT'S PEST CONTROL, INC PEST CONTROL	42.00			04/25/23
PROJECT#:		062506								
						ACCOUNT TOTAL	42.00	.00		42.00
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
1757		11/23 AP		05/01/23	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES	4,500.00			04/25/23
PROJECT#:		062501								

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
1757		11/23 AP		05/01/23	0000000	FRESH START CLEANING SOLUTION	700.00			04/25/23
		PROJECT#: 062509 JANITORIAL SERVICES								
1757		11/23 AP		05/01/23	0000000	FRESH START CLEANING SOLUTION	7,000.00			04/25/23
		PROJECT#: 062507 JANITORIAL SERVICES								
1757		11/23 AP		05/01/23	0000000	FRESH START CLEANING SOLUTION	3,165.00			04/25/23
		PROJECT#: 062511 JANITORIAL SERVICES								
1757		11/23 AP		05/01/23	0000000	FRESH START CLEANING SOLUTION	770.00			04/25/23
		PROJECT#: 062508 JANITORIAL SERVICES								
1757		11/23 AP		05/01/23	0000000	FRESH START CLEANING SOLUTION	3,300.00			04/25/23
		PROJECT#: 062503 JANITORIAL SERVICES								
1757		11/23 AP		05/01/23	0000000	FRESH START CLEANING SOLUTION	1,865.00			04/25/23
		PROJECT#: 062506 JANITORIAL SERVICES								
1757		11/23 AP		05/01/23	0000000	FRESH START CLEANING SOLUTION	1,500.00			04/25/23
		PROJECT#: 062505 JANITORIAL SERVICES								
1757		11/23 AP		05/01/23	0000000	FRESH START CLEANING SOLUTION	700.00			04/25/23
		PROJECT#: 062515 MAT SERVICE								
1757		11/23 AP		04/14/23	0000000	ARAMARK	31.35			04/25/23
		PROJECT#: 062501 MAT SERVICE								
1757		11/23 AP		04/14/23	0000000	ARAMARK	52.35			04/25/23
		PROJECT#: 062506 FIRE EXTINGUISHER SERVICE								
1747		11/23 AP		03/20/23	0000000	PROSHIELD FIRE & SECURITY	1,409.50			04/25/23
		PROJECT#: 062501								
ACCOUNT TOTAL							24,993.20	.00		24,993.20
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS										
1717		11/23 AP		04/03/23	0000000	SERVICEWEAR APPAREL, INC.	93.00			04/25/23
		PROJECT#: POLOS-M TOLAN								
1717		11/23 AP		04/03/23	0000000	SERVICEWEAR APPAREL, INC.	91.82			04/25/23
		PROJECT#: POLOS-J LUZUM								
1717		11/23 AP		03/28/23	0000000	SERVICEWEAR APPAREL, INC.	46.94			04/25/23
		PROJECT#: CREW JACKET-B CORDES								
1717		11/23 AP		03/28/23	0000000	SERVICEWEAR APPAREL, INC.	45.76			04/25/23
		PROJECT#: POLOS-M PEREZ								
1717		11/23 AP		03/28/23	0000000	SERVICEWEAR APPAREL, INC.	93.00			04/25/23
		PROJECT#: POLOS-L ANDREASEN								
1717		11/23 AP		03/28/23	0000000	SERVICEWEAR APPAREL, INC.	110.22			04/25/23

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS						continued		
1717				11/23 AP 03/28/23	0000000 SERVICEWEAR APPAREL, INC. POLO-A KANE	23.25		04/25/23
ACCOUNT TOTAL						503.99	.00	503.99
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
1717				11/23 AP 04/03/23	0000000 SERVICEWEAR APPAREL, INC. HI VIS-J LUZUM TEES	49.72		04/25/23
1717				11/23 AP 03/29/23	0000000 SERVICEWEAR APPAREL, INC. HI VIS-J LUZUM VEST,SWEATSHIRT	120.56		04/25/23
ACCOUNT TOTAL						170.28	.00	170.28
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE								
1717				11/23 AP 03/30/23	0000000 MIDAMERICAN ENERGY FINCHFORD RIVER GAUGE 02/21-03/23/23	10.00		04/25/23
ACCOUNT TOTAL						10.00	.00	10.00
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1763				11/23 AP 04/17/23	0000000 O'DONNELL ACE HARDWARE TAPE	25.38		04/25/23
1757				11/23 AP 04/14/23	0000000 HILTI, INC. ROTARY LASER LEVEL BATTER Y	125.00		04/25/23
1763				11/23 AP 04/14/23	0000000 MENARDS-CEDAR FALLS TREE SUPPLIES	24.26		04/25/23
1747				11/23 AP 04/13/23	0000000 O'DONNELL ACE HARDWARE THREAD TAPE PARKS	6.76		04/25/23
1747				11/23 AP 04/12/23	0000000 O'DONNELL ACE HARDWARE BATHROOM SUPPLIES	6.69		04/25/23
1747				11/23 AP 04/11/23	0000000 O'DONNELL ACE HARDWARE BLEACH	26.07		04/25/23
1763				11/23 AP 04/10/23	0000000 O'DONNELL ACE HARDWARE FLAME LIGHTER	17.56		04/25/23
1763				11/23 AP 04/03/23	0000000 PLUMB SUPPLY COMPANY, LLC FLUSH VALVE GASKET	14.52		04/25/23
1763				11/23 AP 03/29/23	0000000 O'DONNELL ACE HARDWARE PARKS TOOL	8.99		04/25/23
1763				11/23 AP 03/29/23	0000000 PLUMB SUPPLY COMPANY, LLC BATHROOM MATERIALS	27.72		04/25/23
1747				11/23 AP 03/20/23	0000000 PLUMB SUPPLY COMPANY, LLC PARK RESTROOM FAUCET	445.65		04/25/23
1757				11/23 AP 03/16/23	0000000 BUILDERS SELECT LLC BOLTS FOR GATEWAY BATHROO M	18.99		04/25/23
1757				11/23 AP 01/11/23	0000000 BUILDERS SELECT LLC	17.99		04/25/23

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued										
						12TH AND MAIN LOCKSET				
1757		11/23	AP	01/10/23	0000000	BUILDERS SELECT LLC	124.90			04/25/23
						PICNIC TABLE REPAIR				
1757		11/23	AP	01/10/23	0000000	BUILDERS SELECT LLC		169.90		04/25/23
						PICNIC TABLE REPAIR CREDI T				
						ACCOUNT TOTAL	890.48	169.90		720.58
						FUND TOTAL	51,355.02	169.90		51,185.12
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
1763		11/23	AP	04/05/23	0000000	O'DONNELL ACE HARDWARE	14.69			04/25/23
						ROPE FOR CONCRETE POUR				
						ACCOUNT TOTAL	14.69	.00		14.69
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1757		11/23	AP	03/31/23	0000000	CITY LAUNDERING CO.	119.55			04/25/23
						SMALL TRAUMA BAG				
						ACCOUNT TOTAL	119.55	.00		119.55
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1757		11/23	AP	04/18/23	0000000	BUILDERS SELECT LLC	19.99			04/25/23
						FORM BOARD				
1757		11/23	AP	04/14/23	0000000	GIERKE-ROBINSON COMPANY, INC.	104.54			04/25/23
						CONCRETE CORE				
1757		11/23	AP	04/10/23	0000000	BENTON'S READY MIX CONCRETE,	4,170.00			04/25/23
						CONCRETE REPAIR				
1747		11/23	AP	04/06/23	0000000	BENTON'S READY MIX CONCRETE,	187.00			04/25/23
						CONCRETE REPAIR				
1747		11/23	AP	04/05/23	0000000	BENTON'S READY MIX CONCRETE,	4,320.00			04/25/23
						CONCRETE REPAIR				
1763		11/23	AP	04/04/23	0000000	WHITE CAP, LP	964.76			04/25/23
						REBAR STAKE HOLDERS				
1747		11/23	AP	03/31/23	0000000	ASPRO, INC.	249.66			04/25/23
						COLD MIX ASPHALT				
						ACCOUNT TOTAL	10,015.95	.00		10,015.95
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
1717		11/23	AP	04/13/23	0000000	PETERSON CONTRACTORS	125,892.67			04/25/23

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS continued										
3240-W 27TH STREET RECON										
PROJECT#: 023240										
ACCOUNT TOTAL							125,892.67	.00	125,892.67	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1747		11/23 AP		03/29/23	0000000	LAWSON PRODUCTS, INC.	258.74		04/25/23	
HARDWARE										
1747		11/23 AP		03/29/23	0000000	MENARDS-CEDAR FALLS	233.53		04/25/23	
ELECTRICAL SUPPLIES										
1747		11/23 AP		01/18/23	0000000	FASTENAL COMPANY	493.82		04/25/23	
HARDWARE										
ACCOUNT TOTAL							986.09	.00	986.09	
FUND TOTAL							137,028.95	.00	137,028.95	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
FUND 258 PARKING FUND										
FUND 261 TOURISM & VISITORS										
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1762		11/23 AP		03/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	46.95		04/25/23	
COPY PAPER										
ACCOUNT TOTAL							46.95	.00	46.95	
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1762		11/23 AP		03/31/23	0000000	U.S. COFFEE & TEA	64.35		04/25/23	
GUEST COFFEE SUPPLIES										
ACCOUNT TOTAL							64.35	.00	64.35	
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS										
1762		11/23 AP		03/20/23	0000000	WOOLVERTON PRINTING CO.	8,544.54		04/25/23	
10,200 POCKET GUIDES 2023										
ACCOUNT TOTAL							8,544.54	.00	8,544.54	

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM										
1762		11/23 AP		04/10/23	0000000	SPINUTECH WEB DESIGN, INC.	70.00			04/25/23
						CEDARFALLSTOURISM.ORG				
1762		11/23 AP		04/01/23	0000000	SPINUTECH WEB DESIGN, INC.	650.00			04/25/23
						QTRLY HOST/CMS/SUPPORT				
						APRIL/MAY/JUNE				
						ACCOUNT TOTAL	720.00	.00		720.00
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
1762		11/23 AP		04/06/23	0000000	AMPERAGE MARKETING & FUNDRAIS	3,300.00			04/25/23
						MAY DIGITAL CAMPAIGNS				
1762		11/23 AP		04/05/23	0000000	E & M CONSULTING INC	1,105.95			04/25/23
						2023-2024 IA SOCIETY OF				
						ASSOC EXEC MEMBR DIRECTOR				
						PROJECT#: 032423				
						ACCOUNT TOTAL	4,405.95	.00		4,405.95
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
1762		11/23 AP		04/14/23	0000000	ARAMARK	7.80			04/25/23
						MAT SERVICE				
1762		11/23 AP		03/31/23	0000000	ARAMARK	7.80			04/25/23
						MAT SERVICE				
						ACCOUNT TOTAL	15.60	.00		15.60
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
1762		11/23 AP		04/06/23	0000000	CUSTOM AWARDS & EMBROIDERY, I	61.50			04/25/23
						IA TOURISM AWARD KWWL				
						ACCOUNT TOTAL	61.50	.00		61.50
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
1762		11/23 AP		04/05/23	0000000	TOBROCO MACHINERY LLC	500.00			04/25/23
						TRANSPORTATION SPONSORSHP				
						2023 GIANT DEALER CONFRNC				
						ACCOUNT TOTAL	500.00	.00		500.00
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
1762		11/23 AP		04/14/23	0000000	FIRST	5,000.00			04/25/23
						FIRST ROBOTICS COMPETITIO				
						IA REGIONAL 2023				
						ACCOUNT TOTAL	5,000.00	.00		5,000.00
						FUND TOTAL	19,358.89	.00		19,358.89

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1702		11/23 AP		04/14/23	0000000	ARAMARK	7.80		04/25/23
		COMM. CENTER MAT SERVICE							
ACCOUNT TOTAL							7.80	.00	7.80
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
1702		11/23 AP		04/20/23	0000000	NATIONAL MISSISSIPPI RIVER MU	606.10		04/25/23
		38 ENTRANCE FEES TO MUSEUM							
1702		11/23 AP		04/11/23	0000000	MASMAR, MANDY SUE	160.00		04/25/23
		SENIOR LINE DANCING FOR APRIL '23							
1702		11/23 AP		03/31/23	0000000	HAWKEYE STAGES, INC.	2,071.52		04/25/23
		BUS TRIP TO DUBUQUE, IA 5/8/23							
ACCOUNT TOTAL							2,837.62	.00	2,837.62
FUND TOTAL							2,845.42	.00	2,845.42
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
296-6623-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
1747		11/23 AP		04/04/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	405.42		04/25/23
		HVAC REPAIR							
		PROJECT#: 062516							
ACCOUNT TOTAL							405.42	.00	405.42
FUND TOTAL							405.42	.00	405.42
FUND 297 REC FACILITIES CAPITAL									
297-2253-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
1757		11/23 AP		04/06/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	7,760.00		04/25/23
		HEAT PUMP REPLACEMENT ON LEFT							
		PROJECT#: 062507							
ACCOUNT TOTAL							7,760.00	.00	7,760.00
FUND TOTAL							7,760.00	.00	7,760.00

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION									
1717		11/23	AP	04/12/23	0000000	PETERSON CONTRACTORS	67,545.24		04/25/23
PROJECT#: 3189-W VIKING IND.PARK V									
PROJECT#: 023189									
ACCOUNT TOTAL							67,545.24	.00	67,545.24
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES									
1715		11/23	AP	04/06/23	0000000	SWISHER & COHRT, P.L.C.	247.00		04/25/23
LGL:W1/2 SW1/4 ABSTRACT OLANDER- 3/1-3/16/23									
ACCOUNT TOTAL							247.00	.00	247.00
FUND TOTAL							67,792.24	.00	67,792.24
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON									
1717		11/23	AP	04/17/23	0000000	PETERSON CONTRACTORS	19,188.20		04/25/23
PROJECT#: 3171-CEDAR HEIGHTS RECON									
PROJECT#: 023171									
ACCOUNT TOTAL							19,188.20	.00	19,188.20
FUND TOTAL							19,188.20	.00	19,188.20

PREPARED 04/25/2023, 9:09:36
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 439 2022 BOND FUND								
FUND 443 CAPITAL PROJECTS								
443-1220-431.94-16					CAPITAL PROJECTS / CITY HALL REMODEL			
1716		11/23	AP	03/31/23	0000000 PETERS CONSTRUCTION CORP.	10,618.96		04/25/23
					3231-CITY HALL REMODEL			
					PROJECT#: 023231			
					ACCOUNT TOTAL	10,618.96	.00	10,618.96
					FUND TOTAL	10,618.96	.00	10,618.96
FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
473-1220-431.98-99					CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT			
1717		11/23	AP	03/23/23	0000000 IOWA FLATWORKS, INC.	1,989.89		04/25/23
					3293-2022 SIDEWALK ASSESS			
					PROJECT#: 023293			
					ACCOUNT TOTAL	1,989.89	.00	1,989.89
					FUND TOTAL	1,989.89	.00	1,989.89
FUND 483 ECONOMIC DEVELOPMENT								
483-2245-432.89-02					MISCELLANEOUS SERVICES / PROPERTY TAX REBATES			
1775		11/23	AP	04/18/23	0000000 RIVER PLACE PROPERTIES II, LC	203,470.17		04/25/23
					RMB:1ST ANNUAL TAX REBATE			
1715		11/23	AP	04/11/23	0000000 ARABELLA LLC	137,696.78		04/25/23
					SECOND ANNUAL TAX REBATE			
1715		11/23	AP	04/11/23	0000000 PANTHER BUILDERS LLC	13,711.66		04/25/23
					SECOND ANNUAL TAX REBATE			
					ACCOUNT TOTAL	354,878.61	.00	354,878.61
					FUND TOTAL	354,878.61	.00	354,878.61
FUND 484 ECONOMIC DEVELOPMENT LAND								
FUND 541 2018 STORM WATER BONDS								
FUND 544 2008 SEWER BONDS								
FUND 545 2006 SEWER BONDS								
FUND 546 SEWER IMPROVEMENT FUND								

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
			CD DATE NUMBER				POST DT
FUND 547 SEWER RESERVE FUND							
FUND 548 1997 SEWER BOND FUND							
FUND 549 1992 SEWER BOND FUND							
FUND 550 2000 SEWER BOND FUND							
FUND 551 REFUSE FUND							
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							
1757		11/23	AP 03/31/23 0000000	CULLIGAN WATER CONDITIONING WATER FOR TRANSFER STATIO N	38.54		04/25/23
ACCOUNT TOTAL					38.54	.00	38.54
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES							
1757		11/23	AP 04/03/23 0000000	FASTENAL COMPANY PARTS FOR TRANSFER TRAILER	42.86		04/25/23
ACCOUNT TOTAL					42.86	.00	42.86
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN							
1763		11/23	AP 04/20/23 0000000	REPUBLIC SERVICES OF IOWA FEES FOR RECYCLING	7,854.00		04/25/23
1757		11/23	AP 04/08/23 0000000	LIBERTY TIRE RECYCLING, LLC SCRAP TIRE RECYCLING	575.08		04/25/23
1747		11/23	AP 03/31/23 0000000	SAM ANNIS & CO. LING	92.48		04/25/23
1747		11/23	AP 03/02/23 0000000	SAM ANNIS & CO. LING	92.48		04/25/23
ACCOUNT TOTAL					8,614.04	.00	8,614.04
FUND TOTAL					8,695.44	.00	8,695.44
FUND 552 SEWER RENTAL FUND							
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS							
1754		11/23	AP 04/17/23 0000000	O'DONNELL ACE HARDWARE TOOLS	60.45		04/25/23
1754		11/23	AP 03/29/23 0000000	VAN METER, INC. CUTTING PLIERS	31.98		04/25/23
1754		11/23	AP 03/29/23 0000000	VAN METER, INC. ELECTRIC TAPE	172.42		04/25/23
ACCOUNT TOTAL					264.85	.00	264.85
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT							
1754		11/23	AP 04/06/23 0000000	O'DONNELL ACE HARDWARE ZIP TIES -TV VAN	15.38		04/25/23
1754		11/23	AP 04/03/23 0000000	ARIES INDUSTRIES INC.	2,964.79		04/25/23

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT						continued			
TV CAMERA REPAIR									
ACCOUNT TOTAL						2,980.17	.00	2,980.17	
552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1754		11/23	AP	04/14/23	0000000 ARAMARK	30.46			04/25/23
MOPS AND RUGS									
ACCOUNT TOTAL						30.46	.00	30.46	
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL									
1754		11/23	AP	03/03/23	0000000 OUTDOOR & MORE	99.95			04/25/23
FUEL FOR MOWERS									
ACCOUNT TOTAL						99.95	.00	99.95	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
1754		11/23	AP	04/06/23	0000000 NORTH CENTRAL LABORATORIES	81.99			04/25/23
LAB SUPPLIES QA/QC									
1754		11/23	AP	04/03/23	0000000 NORTH CENTRAL LABORATORIES	158.89			04/25/23
LAB SUPPLIES									
ACCOUNT TOTAL						240.88	.00	240.88	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1754		11/23	AP	04/13/23	0000000 CAMPBELL SUPPLY WATERLOO	358.03			04/25/23
SAFETY SUPPLIES									
1754		11/23	AP	04/04/23	0000000 GRAINGER PARTS	89.75			04/25/23
SAFETY GLOVES									
ACCOUNT TOTAL						447.78	.00	447.78	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1754		11/23	AP	04/17/23	0000000 MENARDS-CEDAR FALLS	9.94			04/25/23
PRIMARY #2 CONDUIT STRAPS									
1754		11/23	AP	04/14/23	0000000 A1 SEPTIC AND PUMPING SERVICE	515.63			04/25/23
JETTER PRIMARY #2									
1754		11/23	AP	04/11/23	0000000 O'DONNELL ACE HARDWARE	45.03			04/25/23
MISC PLUMBING									
1754		11/23	AP	04/11/23	0000000 BLACK HAWK RENTAL	80.25			04/25/23
CONCRETE BUGGY RENTAL									
1754		11/23	AP	04/11/23	0000000 BENTON'S READY MIX CONCRETE,	1,390.00			04/25/23
CONCRETE									
1754		11/23	AP	04/10/23	0000000 O'DONNELL ACE HARDWARE	18.67			04/25/23

PREPARED 04/25/2023, 9:09:36
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued				
1754		11/23 AP	04/06/23	0000000		O'DONNELL ACE HARDWARE	52.14			04/25/23
		CONDUIT HANGER								
1754		11/23 AP	04/06/23	0000000		O'DONNELL ACE HARDWARE	38.36			04/25/23
		MISC SUPPLIES								
1754		11/23 AP	04/03/23	0000000		FERGUSON ENTERPRISES, INC.	68.70			04/25/23
		FLAME SENSOR HE #1								
1754		11/23 AP	03/31/23	0000000		PLUMB SUPPLY COMPANY, LLC	205.80			04/25/23
		OUTDOOR VALVE STEM								
1754		11/23 AP	03/31/23	0000000		UTILITY EQUIPMENT COMPANY	2,859.22			04/25/23
		6 INCH PLUG VALVES								
1754		11/23 AP	03/29/23	0000000		GRAYBAR	378.84			04/25/23
		UPS CONTACT								
1754		11/23 AP	01/18/23	0000000		P & K MIDWEST, INC.	20.74			04/25/23
		BLOWER PARTS								
1754		11/23 AP	01/18/23	0000000		P & K MIDWEST, INC.		26.28		04/25/23
		BLOWER PARTS CREDIT								
1754		11/23 AP	01/16/23	0000000		P & K MIDWEST, INC.	52.48			04/25/23
		MOWER BELT								
ACCOUNT TOTAL							5,735.80	26.28		5,709.52
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1754		11/23 AP	04/11/23	0000000		RESTORATION SERVICES, INC.	2,510.00			04/25/23
		TUCK POINTING								
1754		11/23 AP	04/11/23	0000000		RESTORATION SERVICES, INC.	2,510.00			04/25/23
		TUCK POINTING								
ACCOUNT TOTAL							5,020.00	.00		5,020.00
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
1754		11/23 AP	04/10/23	0000000		HUPP ELECTRIC MOTORS	618.61			04/25/23
		COMM MOTOR								
1754		11/23 AP	03/31/23	0000000		VAN METER, INC.	309.06			04/25/23
		GENERATOR PD								
1754		11/23 AP	03/29/23	0000000		FASTENAL COMPANY	57.58			04/25/23
		PACKING BOLTS								
ACCOUNT TOTAL							985.25	.00		985.25
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
1754		11/23 AP	04/11/23	0000000		KEYSTONE LABORATORIES, INC.	139.00			04/25/23
		LAB TESTS								
ACCOUNT TOTAL							139.00	.00		139.00

PREPARED 04/25/2023, 9:09:36
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-1754	436.92-01			11/23 AP 04/10/23	STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS GRAINGER PARTS	32.22		04/25/23
1754				11/23 AP 04/03/23	POLYMER PROJECT SUPPLIES GRAINGER PARTS	48.60		04/25/23
1754				11/23 AP 04/03/23	POLYMER UPGRADES GRAINGER PARTS	1,265.39		04/25/23
					POLYMER PLUMBING			
ACCOUNT TOTAL						1,346.21	.00	1,346.21
FUND TOTAL						17,290.35	26.28	17,264.07
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-1747	432.73-34			11/23 AP 04/05/23	OTHER SUPPLIES / STORM SEWERS COLEMAN MOORE COMPANY	6,480.00		04/25/23
					FLEX MAT			
ACCOUNT TOTAL						6,480.00	.00	6,480.00
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
555-6630-1717	432.92-01			11/23 AP 04/13/23	STRUCTURE IMPROV & BLDGS PETERSON CONTRACTORS	160,763.63		04/25/23
					3215-OLIVE ST BOX CULVERT			
PROJECT#:				023215				
1717				11/23 AP 04/03/23	TERRACON CONSULTANTS, INC. SERVICES THROUGH 03/25/23	908.98		04/25/23
					3215-OLIVE ST BOX CULVERT			
PROJECT#:				023215				
1717				11/23 AP 03/20/23	TERRACON CONSULTANTS, INC. SERVICES THROUGH 03/11/23	619.08		04/25/23
					3215-OLIVE ST BOX CULVERT			
PROJECT#:				023215				
1717				11/23 AP 02/28/23	IOWA NORTHLAND REGIONAL CO. O FEBRUARY EXPENSES	704.19		04/25/23
					3306-2023 STORMWATER PLAN			
PROJECT#:				023306				
ACCOUNT TOTAL						162,995.88	.00	162,995.88
FUND TOTAL						169,475.88	.00	169,475.88
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-1715	441.86-10			11/23 AP 04/17/23	REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS TECHNOLOGY SERVICES & SOLUTIO	3,389.00		04/25/23
					MAINT.FOR IBM 8286 SERVER			
ACCOUNT TOTAL						3,389.00	.00	3,389.00

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1775		11/23	AP	04/21/23	0000000 BERRY DUNN MCNEIL & PARKER, L	625.00		04/25/23	
					NEW FINANCE SYSTEM CONSLT RFP-VENDOR FOR ERP SELECT				
1775		11/23	AP	04/20/23	0000000 HEARTLAND BUSINESS SYSTEMS LL	6,269.02		04/25/23	
					OFFICE365 MONTH SUB-APRIL				
1775		11/23	AP	04/12/23	0000000 STRICTLY TECHNOLOGY, LLC	1,967.20		04/25/23	
					LAPTOPS-SCHRAGE/GRIFFIN				
1715		11/23	AP	03/31/23	0000000 IP PATHWAYS, LLC	5,145.72		04/25/23	
					DR AS A SERVICE MONTHLY BILLING MAR. 2023				
ACCOUNT TOTAL						14,006.94	.00	14,006.94	
FUND TOTAL						17,395.94	.00	17,395.94	
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1757		11/23	AP	04/16/23	0000000 HTP ENERGY	21,811.15		04/25/23	
					#2 DIESEL AT TECH				
1757		11/23	AP	04/12/23	0000000 CONSOLIDATED ENERGY COMPANY	855.00		04/25/23	
					BULK DEF AT 2200 TECH				
1757		11/23	AP	04/11/23	0000000 DICK'S PETROLEUM COMPANY	323.00		04/25/23	
					REPAIRED FUEL GAUGE AT 1500 BLUFF ST				
1757		11/23	AP	04/11/23	0000000 HTP ENERGY	23,555.05		04/25/23	
					BLUFF ST GAS				
1757		11/23	AP	04/07/23	0000000 ECHO GROUP, INC.	93.81		04/25/23	
					SUPPLIES FOR MOVING FUEL SHUTOFF AT 1500 BLUFF				
1763		11/23	AP	04/07/23	0000000 NORTHLAND PRODUCTS CO.	1,185.22		04/25/23	
					BULK OIL				
1757		11/23	AP	04/06/23	0000000 ECHO GROUP, INC.	227.62		04/25/23	
					SUPPLIES TO MOVE EMERGENC Y SHUT OFF AT 1500 BLUFF				
1763		11/23	AP	04/06/23	0000000 NORTHLAND PRODUCTS CO.		44.00	04/25/23	
					DRUM CREDIT				
1757		11/23	AP	03/31/23	0000000 AIRGAS USA, LLC	75.78		04/25/23	
					WELDING GAS				
1757		11/23	AP	03/31/23	0000000 ECHO GROUP, INC.	1,462.77		04/25/23	
					SUPPLIES TO MOVE EMERGENC Y SHUT OFF AT 1500 BLUFF				
ACCOUNT TOTAL						49,589.40	44.00	49,545.40	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1763		11/23	AP	04/18/23	0000000 COVERUP, LTD.	875.00		04/25/23	
					SIDE STEPS #412				
1763		11/23	AP	03/31/23	0000000 TOYNE, INC.	97.62		04/25/23	
					DOOR STRAP FD502				

PREPARED 04/25/2023, 9:09:36
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
 ACCOUNTING PERIOD 10/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES							continued			
ACCOUNT TOTAL							972.62	.00	972.62	
685-6698-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1757				11/23 AP 04/13/23	0000000	CONTINENTAL RESEARCH CORP. A/C CORE CLEANER	159.60		04/25/23	
ACCOUNT TOTAL							159.60	.00	159.60	
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										
1757				11/23 AP 04/14/23	0000000	ARAMARK SHOP TOWELS	82.45		04/25/23	
ACCOUNT TOTAL							82.45	.00	82.45	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
1763				11/23 AP 04/17/23	0000000	D & D TIRE INC. #373 TIRE REPAIR	190.00		04/25/23	
ACCOUNT TOTAL							190.00	.00	190.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
1757				11/23 AP 04/18/23	0000000	KOLOR TEK IOWA LLC FRONT BUMPER PD20	425.00		04/25/23	
1763				11/23 AP 04/13/23	0000000	ODELL COLLISION CENTER #403 SIDE STEP UPGRADE	581.46		04/25/23	
1763				11/23 AP 04/12/23	0000000	RASMUSSEN CO., THE #230 TOW TO PW	125.00		04/25/23	
1763				11/23 AP 04/11/23	0000000	D & D TIRE INC. #347 STEERS	1,240.00		04/25/23	
1763				11/23 AP 04/11/23	0000000	RASMUSSEN CO., THE #340 TOW TO PW	375.00		04/25/23	
1763				11/23 AP 04/10/23	0000000	RASMUSSEN CO., THE #348 TOW TO PW	375.00		04/25/23	
ACCOUNT TOTAL							3,121.46	.00	3,121.46	
FUND TOTAL							54,115.53	44.00	54,071.53	

From: debuhr <debuhrs@cfu.net>

Sent: Tuesday, April 25, 2023 9:09:05 PM

To: Rob Green <Rob.Green@cedarfalls.com>; Ron Gaines <Ron.Gaines@cedarfalls.com>

Subject: [EXTERNAL] Referral

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

I would like to make a referral at the next meeting for further TIF discussion. We discussed our requirements for tax abatement and building value but we did not discuss the process for retiring or expiring a district and the process of releasing funds. I would ask that we explain where we have TIF, expiration dates, how funds distributed.

Thank you.

Susan deBuhr

Sent from my Galaxy