

## AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING MONDAY, OCTOBER 05, 2020 7:00 PM AT CITY HALL

# The meeting will ALSO be accessible via video conference and the public may access/participate in the meeting in the following ways:

a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738. b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#

c) Join via smartphone or computer using this link: https://zoom.us/j/96272871738.

d) View the live stream on Channel 15 YouTube using this link: https://www.youtube.com/channel/UCCzeig5nISdIEYisqah1uQ (view only).

e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press \*9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

### Call to Order by the Mayor

Roll Call

#### Approval of Minutes

<u>1.</u> Regular Meeting of September 21, 2020.

#### **Agenda Revisions**

#### **Special Order of Business**

- 2. Public hearing on a proposal to undertake a public improvement project for the Greenhill Road and South Main Street Intersection Improvements Project and to authorize acquisition of private property for said project.
  - a) Receive and file proof of publication of notice of hearing. (Notice published September 25, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.

e) Resolution approving a public improvement for the Greenhill Road and South Main Street Intersection Improvements Project and authorizing acquisition of private property for said project.

#### **Old Business**

- 3. Pass Ordinance #2970, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 4-way stop at the intersection of West 12th Street and Walnut Street, upon its third & final consideration.
- 4. Pass Ordinance #2971, granting a partial property tax exemption to Owen 5, LLC for construction of an industrial use shop/office facility at 1325 Rail Way, upon its second consideration.

- 5. Pass Ordinance #2972, granting a partial property tax exemption to Tjaden Properties, LLC for construction of an industrial use manufacturing/shop facility at 2800 Technology Parkway, upon its second consideration.
- 6. Pass Ordinance #2973, granting a partial property tax exemption to Zuidberg NA, LLC for construction of an industrial use warehouse and office facility at 2700 Capital Way, upon its second consideration.

#### **New Business**

**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.)

- 7. Receive and file a proclamation recognizing October 12, 2020 as Indigenous Peoples Day.
- <u>8.</u> Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions.
  a) Reginald Green, Library Board of Trustees, term ending 06/30/2024.
  b) Andrew Stensland, Visitors & Tourism Board, term ending 07/1/2023.
- 9. Receive and file the City Council Work Session minutes of September 21, 2020 relative to City Council Goal Setting Format.
- 10. Receive and file the Committee of the Whole minutes of September 21, 2020 relative to the following items:
   a) Refuse Rate Study.

b) Snow Removal on Trails.

- <u>11.</u> Receive and file Departmental Monthly Reports for August 2020.
- <u>12.</u> Approve the following applications for beer permits and liquor licenses:
  - a) Aldi Inc., 6322 University Avenue, Class C beer & Class B wine renewal.
  - b) Peppers Grill & Sports Pub, 620 East 18th Street, Class C liquor renewal.
  - c) Casey's General Store, 601 Main Street, Class E liquor renewal.
  - d) The Music Station, 1420 West 1st Street, Class E liquor renewal.

**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.)

- <u>13.</u> Resolution approving and authorizing execution of a 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement with the Iowa Alcoholic Beverages Division.
- 14. Resolution approving and authorizing execution of three Owner Purchase Agreements, approving a Claim for Non-Residential Relocation Assistance Reimbursement; and approving and accepting one Public Utility Easement and three Owner's Temporary Easements, in conjunction with the Cedar Heights Drive Reconstruction Project.
- <u>15.</u> Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the Mandalay Slope Stabilization Project.
- <u>16.</u> Resolution approving and authorizing execution of a Predesign Agreement for Primary Road Project with the Iowa Department of Transportation (IDOT) relative to the Highway 58 & Ridgeway Avenue Reconstruction Project.
- <u>17.</u> Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for temporary wheat paste murals in the College Hill Business District.
- <u>18.</u> Resolution approving a Public Zoning District site plan for construction of a new high school located in the vicinity of West 27th Street and PE Center Drive.

<u>19.</u> Resolution approving and authorizing execution of a Release of Minimum Assessment Agreement and Agreement for Private Development; and approving and accepting a Warranty Deed, relative to an Agreement for Private Development with CRMS, L.L.C.

### Ordinances:

<u>20.</u> Pass an ordinance amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to refuse rates, upon its first consideration.

### Allow Bills and Payroll

21. Allow Bills and Payroll of October 5, 2020.

### **City Council Referrals**

### City Council Updates

### **Staff Updates**

#### **Executive Session**

22. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum.

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

### Adjournment

## CITY HALL CEDAR FALLS, IOWA, SEPTEMBER 21, 2020 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 7:05 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via video conference), Harding, Darrah, Sires, Dunn. Absent: None.

- 52981 It was moved by Darrah and seconded by Harding that the minutes of the Regular Meeting of September 8, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52982 Mayor Green announced that in accordance with the public notice of September 14, 2020, this was the time and place for a public hearing on the proposed funding distribution of the State's Community Development Block Grant (CDBG-CV) funding relative to the CARES Act. It was then moved by Harding and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52983 The Mayor then asked if there were any written communications filed to the proposed funding distribution. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the proposed funding distribution and responded to a question by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed funding distribution, the Mayor declared the hearing closed and passed to the next order of business.
- 52984 It was moved by Miller and seconded by Harding that Resolution #22,114, approving an Application for State CDBG-CV Entitlement Funding relative to the CARES Act, be adopted. Following a question by Councilmember deBuhr and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion Carried. The Mayor then declared Resolution #22,114 duly passed and adopted.
- 52985 Mayor Green announced that in accordance with the public notice of September 14, 2020, this was the time and place for a public hearing on a proposed ordinance granting a partial property tax exemption to Owen 5, LLC for construction of an industrial use shop/office facility at 1325 Rail Way. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52986 The Mayor then asked if there were any written communications filed to the proposed ordinance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed

ordinance and responded to questions by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed ordinance, the Mayor declared the hearing closed and passed to the next order of business.

- 52987 It was moved by Harding and seconded by Miller that Ordinance #2971, granting a partial property tax exemption to Owen 5, LLC for construction of an industrial use shop/office facility at 1325 Rail Way, 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: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.
- 52988 Mayor Green announced that in accordance with the public notice of September 14, 2020, this was the time and place for a public hearing on a proposed ordinance granting a partial property tax exemption to Tjaden Properties, LLC for construction of an industrial use manufacturing/shop facility at 2800 Technology Parkway. It was then moved by Harding and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52989 The Mayor then asked if there were any written communications filed to the proposed ordinance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed ordinance and responded to a question by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed ordinance, the Mayor declared the hearing closed and passed to the next order of business.
- 52990 It was moved by deBuhr and seconded by Harding that Ordinance #2972, granting a partial property tax exemption to Tjaden Properties, LLC for construction of an industrial use manufacturing/shop facility at 2800 Technology Parkway, be passed upon its first consideration. Following clarification provided by Councilmember deBuhr and 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, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.
- 52991 Mayor Green announced that in accordance with the public notice of September 14, 2020, this was the time and place for a public hearing on a proposed ordinance granting a partial property tax exemption to Zuidberg NA, LLC for construction of an industrial use warehouse and office facility at 2700 Capital Way. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52992 The Mayor then asked if there were any written communications filed to the proposed ordinance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed ordinance and responded to comments by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed ordinance, the Mayor declared the hearing closed and passed to the next order of business.

- 52993 It was moved by Harding and seconded by Miller that Ordinance #2973, granting a partial property tax exemption to Zuidberg NA, LLC for construction of an industrial use warehouse and office facility at 2700 Capital Way, 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: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.
- 52994 Mayor Green announced that in accordance with the public notice of September 14, 2020, this was the time and place for a public hearing to consider entering into an Agreement for Private Development with Panther Builders, LLC. It was then moved by Miller and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52995 The Mayor then asked if there were any written communications filed to the proposed agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed agreement and responded to a question by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 52996 It was moved by Harding and seconded by Miller that Resolution #22,115, approving and authorizing execution of an Agreement for Private Development with Panther Builders, LLC, be adopted. Following questions by Councilmembers Miller, deBuhr, Harding and Kruse, and responses by Economic Development Coordinator Graham and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Harding, Darrah, Sires, Dunn, Miller. Nay: Kruse. Motion Carried. The Mayor then declared Resolution #22,115 duly passed and adopted.
- 52997 It was moved by deBuhr and seconded by Miller that Ordinance #2969, amending Section 26-118 of the Code of Ordinances by removing property located north of West 27th Street and west of P E Center Drive from the A-1, Agricultural District, and placing the same in the P, Public District, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Ordinance #2969 duly passed and adopted.
- 52998 It was moved by Darrah and seconded by Miller that Ordinance #2970, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 4-way stop at the intersection of West 12th Street and Walnut Street, be passed upon its second consideration. Following questions by Councilmembers Sires, deBuhr and Kruse, and Jim Skaine, 2215 Clay Street, and responses by Public Works Director Schrage, it was then moved by Kruse and seconded by Sires to table the motion. Motion to table failed 2-5, with deBuhr, Harding, Darrah, Dunn and Miller voting Nay.

The Mayor then put the question on the original motion, and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Harding, Darrah, Dunn, Miller. Nay: Kruse, Sires. Motion carried 5-2.

52999 - It was moved by deBuhr and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the appointment of Jordan Thomas Peterson as Student Liaison, term ending 04/30/2021.

Receive & file the resignation of Andrew Morse as a member of the Human Rights Commission.

Receive and file the City Council Work Session minutes of September 8, 2020 relative to Role of Human Rights Commission.

Approve the following applications for beer permits and liquor licenses:

- a) Pablo's Mexican Grill, 310 Main Street, Class B beer renewal.
- b) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C liquor renewal.
- c) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class B liquor & outdoor service renewal.
- d) Blue Room, 201 Main Street, Class C liquor renewal.
- e) Little Bigs, 2210 College Street, Class C liquor renewal.
- f) SingleSpeed Brewing Co., 128 Main Street, Class C liquor & outdoor service renewal.
- g) The Brass Tap, 421 Main Street, Class C liquor & outdoor service renewal.
- h) The Landmark, 107 Main Street, Class C liquor & outdoor service renewal.
- i) Fareway Store, 214 North Magnolia Drive, Class E liquor renewal.

Motion carried unanimously.

- 53000 It was moved by deBuhr and seconded by Harding to receive and file a communication from the Mayor relative to the July 2020 Compost Facility Fire After-Action Review. Following a question by Jim Skaine, 2215 Clay Street, and responses by Mayor Green and Councilmember Miller, the motion carried unanimously.
- 53001 It was moved by Miller and seconded by deBuhr to receive and file the FY20 Annual Report of the Operations & Maintenance Division. Following a question by Jim Skaine, 2215 Clay Street, and responses by Mayor Green, Public Works Director Schrage and Councilmember deBuhr, the motion carried unanimously.
- 53002 It was moved by Miller and seconded by deBuhr that the following resolutions be introduced and adopted:

Resolution #22,117, levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 1122 West 22nd Street.

Resolution #22,118, levying a final assessment for costs incurred by the City to mow the property located at 234 Clark Drive.

Resolution #22,119, levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 2013 Maplewood Drive.

Resolution #22,120, approving and authorizing execution of an Agreement with Tempest, Inc. and iDSS Global, LLC for Customer Relationship Management Software for the Visitors and Tourism Division.

Resolution #22,121, approving six occupancy permits prior to the acceptance of public improvements in Western Home Communities Ninth Addition.

Resolution #22,122, approving a Central Business District (CBD) Overlay Zoning District site plan for facade improvements at 201 Main Street.

Resolution #22,123, approving the final plat of Chrisbro Subdivision, a Replat of Lot 3, Lockard Pines.

Resolution #22,124, approving and accepting the contract and bond of Feldman Concrete, for the 2020 Sidewalk Assessment.

Resolution #22,125, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Trinity Bible Church relative to a postconstruction stormwater management plan for 125 Orchard Drive.

Resolution #22,126, approving and accepting the quote of Peterson Contractors, Inc., in the amount of \$106,611.00, and authorizing expenditure of funds for the Mandalay Slope Stabilization Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolutions #22,116 through #22,126 duly passed and adopted.

53003 - It was moved by deBuhr and seconded by Harding that Resolution #22,127, approving and accepting the low bid of Boulder Contracting, LLC, in the amount of \$277,914.28, for the 2020 Street Patching Project, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller.

Nay: None. Motion carried. The Mayor then declared Resolution #22,127 duly passed and adopted.

- 53004 It was moved by Miller and seconded by Darrah that Resolution #22,128, approving and accepting the contract and bond of Boulder Contracting, LLC for the 2020 Street Patching Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion Carried. The Mayor then declared Resolution #22,128 duly passed and adopted.
- 53005 It was moved by Miller and seconded by Darrah that Resolution #22,129, approving the Certificate of Completion and accepting the work of Lodge Construction Inc. for the 100 Block Alley Reconstruction Project, be adopted. Following a question by Councilmember Miller and response by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,129 duly passed and adopted.
- 53006 It was moved by Miller and seconded by Harding that Resolution #22,130, approving and authorizing submission of an Iowa Clean Air Attainment Program (ICAAP) grant application to the Iowa Department of Transportation (IDOT) for Traffic Flow Improvements relative to the West 27th Street Reconstruction Project, be adopted. Following a comment by Councilmember Sires, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Dunn, Miller. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,130 duly passed and adopted.
- 53007 It was moved by Darrah and seconded by Harding that Resolution #22,131, setting October 5, 2020 as the date of public hearing on a proposal to undertake a public improvement project for the Greenhill Road and South Main Street Intersection Improvements Project, and to authorize acquisition of private property for said project, be adopted. Following questions and comments by Penny Popp, 4805 South Main Street, Rick Sharp, 1623 Birch Street, and Thomas (T.J.) Frein, 1319 Austin Way, and Councilmembers Sires and Dunn, and responses by Mayor Green and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,131 duly passed and adopted.
- 53008 It was moved by deBuhr and seconded by Harding that the bills and payroll of September 21, 2020 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: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.
- 53009 It was moved by Kruse and seconded by Harding to direct staff to bring forward a

proposal for a one-way design for Washington Street. Following questions and comments by Councilmembers Kruse, Miller, deBuhr and Harding, and responses by Public Works Director Schrage, City Engineer Wicke, City Administrator Gaines and Mayor Green, Councilmember Kruse withdrew the motion.

53010 - Public Safety Services Director Olson responded to concerns expressed by Councilmember Dunn regarding bars and party buses not following social distancing guidelines.

Councilmember Kruse commented on the plans and proposed intersection controls for the West 12<sup>th</sup> Street and Walnut Street intersection.

53011 - Finance and Business Operations Director Rodenbeck provided an update on paid parking in the Downtown and College Hill lots.

Community Development Director Sheetz announced the upcoming charrette for the College Hill Visioning project, 'Imagine College Hill' from October 3-8.

Communications Specialist Huisman provided information about the 2020 Census and encouraged residents to complete the census before the September 30th deadline.

53012 - Mayor Green provided responses to various questions posed at the September 8, 2020 City Council Meeting and Public Works Director Schrage announced the placement of temporary parking accommodations adjacent to the Place to Play Park.

Public Safety Services Director Olson, Mayor Green and City Attorney Rogers responded to questions and comments by Rick Sharp, 1623 Birch Street, and Councilmember Harding regarding details of a previously proposed resolution that received no motions.

Public Safety Services Director Olson responded to questions by Rick Sharp, 1623 Birch Street, and Thomas (T.J.) Frein, 1319 Austin Way, regarding cross-training and mask mandate exemptions for public safety officers.

Thomas (T.J.) Frein, 1319 Austin Way, commented on positive feedback received on the temporary parking solutions adjacent to the Place to Play Park.

Mayor Green and Councilmember Harding responded to comments by Jim Skaine, 2215 Clay Street, regarding public comments and transparency.

53013 - It was moved by Harding and seconded by Miller that the meeting be adjourned at 9:06 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

## ·R DEPARTMENT OF PUBLIC WORKS



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

MEMORANDUM Engineering Division

- TO: Honorable Mayor Robert M Green and City Council
- FROM: David Wicke, PE, City Engineer
- DATE: October 1, 2020
- SUBJECT: Greenhill Rd and South Main St Intersection Improvements Public Hearing Project Number RC-173-3228

The City of Cedar Falls is planning to reconstruct the intersection of Greenhill Road and S Main St. The existing intersection will be replaced with a multilane roundabout to improve the overall traffic safety and flow in all directions of travel. The project will include improvements to the water main, storm sewer and other miscellaneous roadway items. In addition, overhead electrical will be buried as a result of this project. Right-of-Way acquired for the project will be used for roadway alignment and utility relocations. Plans for the project shows the need for fee title and/or easement acquisitions from approximately five (5) properties.

These acquired property acquisitions are a result of the new intersection design. Due to the changes in the roadway and the necessary utility relocations, the City plans to acquire the right-of-way on two properties along the northeast corner, and one property along the southwest corner. Temporary construction easements will be necessary for these three same properties, as well as two additional properties located on the northwest and southeast corners, respectively.

lowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right-of-way. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

xc: Chase Schrage, Director of Public Works Ben Claypool, Civil Engineer II, PhD, El





# 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** 

- TO: Honorable Mayor Robert Green and City Council
- FROM: Chase Schrage, Director of Public Works
- DATE: September 28, 2020
- SUBJECT: Greenhill & South Main Street Intersection Improvements Project No. RC-173-3228

This memo is intended to outline the current stage of this project. Below I will summarize how we have reached the stage we are at today:

#### Greenhill Road Corridor Traffic Study:

- May 2018, the City entered into a contract with a professional engineering consultant to perform a detail traffic study of Greenhill Road from Hudson Road east to Cedar Heights Drive
  - This study was intended to evaluate the current and future traffic demands in order to develop short- and long-range plans for functional lane needs, intersection improvements, etc
  - Included a total of 11 intersection reviews
  - o Cost: \$88,600
  - o 3 Public Meetings(120+ attendees)
- Final report outlined overall short & long term recommendations for intersection improvements in which was received and adopted by City Council on January 7, 2019(this report would be used for planning the design of projects as well as future Capital Improvement Projects)
  - Short term improvements have been implemented to accommodate for traffic congestion at the intersection

#### Contract for Design:

- The City entered into a contract for design with a professional engineering consultant on March 16, 2020
  - The scope services outlined the design of a roundabout as well as the review and concurrence of the 2018 Greenhill Road Corridor Study
  - Cost of design contract: \$392,000 (currently approximately half way)
- Traffic Safety Improvement Grant Application
  - $\circ$  The contract for design of this intersection was a roundabout to provide the highest level of safety
  - In recent years the City has received two grants from the Iowa Department of Transportations with regard to the significant increase of safety that a roundabout provides(total grants received \$1,000,000)
  - This council agenda item on May 4, 2020 was for a grant application to the Iowa Department of Transportation for the improvements to the intersection of Greenhill Road and South Main Street with a roundabout
- September 21, 2020 Set public hearing to undertake a public improvement project and to authorize acquisition of private property
- October 5, 2020 Hold public hearing on acquisition on private property



## 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: Jon Fitch, PE, Principal Engineer
- **DATE:** August 25, 2020
- **SUBJECT:** Update to City Code Section 23-231 Through Streets Designated

The intended street crossing at W 12<sup>th</sup> St and Walnut will be marked with a 4-way stop at the completion of the reconstruction project in early October to match the study and final design of this intersection. Walnut Street was lowered to help with sightlines from W 12<sup>th</sup> St.

The Engineering Division is proposing changes to City Code Section 23-231 – Through Streets Designated so the code matches what has been designed and constructed. Please see the attached changes for City Code Section 23-231 – Through Streets Designated.

The Engineering Division recommends approval of the 4-way intersection at W 12<sup>th</sup> St and Walnut St.

If you have any questions or concerns, please feel free to ask.

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

#### **ORDINANCE NO. 2970**

AN ORDINANCE MAINTAINING WALNUT STREET AS AN ARTERIAL THROUGH STREET FROM FIRST STREET TO THE END OF THE STREET SOUTH OF 29<sup>TH</sup> STREET, BUT ADDING AN EXCEPTION AT 12<sup>TH</sup> STREET TO THE EXCEPTIONS AT SIXTH STREET, 18<sup>TH</sup> STREET, SEERLEY BOULEVARD AND UNIVERSITY AVENUE BY STRIKING THE UNNUMBERED SUBSECTION ENTITLED WALNUT STREET AND CORRESPONDING DESIGNATION IN SECTION 23-231, THROUGH STREETS DESIGNATED, OF DIVISION 3, RIGHT-OF-WAY, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING A NEW UNNUMBERED SUBSECTION ENTITLED WALNUT STREET AND CORRESPONDING DESIGNATION IN LIEU THEREOF.

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

Section 1. The unnumbered Subsection entitled Walnut Street and corresponding designation, of Section 23-231, Through Streets Designated, of Division 3, Right-of-Way, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new unnumbered subsection entitled Walnut Street, and corresponding designation, are hereby enacted in lieu thereof, as follows:

Street

Walnut Street

From First Street to the end of the street south of 29<sup>th</sup> Street, except at Sixth Street, 12<sup>th</sup> Street, 18<sup>th</sup> Street, Seerley Boulevard and University Avenue.

Portion of Street Designated as Arterial

Through Street

	September 8, 2020
PASSED 1 <sup>ST</sup> CONSIDERATION:	September 8, 2020
PASSED 2 <sup>ND</sup> CONSIDERATION:	September 21, 2020
PASSED 3RD CONSIDERATION:	
ADOPTED:	

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



# ADMINISTRATION

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

## MEMORANDUM

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Shane Graham, Economic Development Coordinator
- **DATE:** September 14, 2020
- SUBJECT: Owen 5, LLC (K Cunningham Construction) Industrial Partial Property Tax Exemption 1325 Rail Way in Northern Cedar Falls Industrial Park

On June 3, 2019, City Council approved a Development Agreement with Owen 5, LLC for a new 10,000 sf. industrial use shop and office facility located within the Northern Cedar Falls Industrial Park. Work on the \$1,200,000 new building at 1325 Rail Way began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

- 1. Transfer of Lot 16, Northern Viking Road Industrial Park Phase I Addition to Owen 5, LLC (Completed).
- Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in June 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,200,000 valuation of the Owen 5, LLC building, 10% commercial/industrial valuation rollback, and the FY21 tax rate of \$33.13/\$1,000 valuation (**\$35,785 annually**):

	Exemption %	Exempt \$ Amount	Paid \$ Amount
Year 1	75%	\$26,839	\$8,946
Year 2	60%	\$20,839 \$21,471	\$0,940 \$14,314
Year 3	45%	\$16,103	\$19,682
Year 4	30%	\$10,735	\$25,049
Year 5	15%	<u>\$5,368</u>	<u>\$30,417</u>
		\$80,516	\$98,408

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 10,000 square foot industrial use warehouse and office facility constructed on property owned by Owen 5, LLC, located at 1325 Rail Way, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator Joe Owen, Owen 5, LLC



Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

## **ORDINANCE NO. 2971**

## AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 10,000 SQUARE FOOT INDUSTRIAL USE SHOP/OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY OWEN 5, LLC, LOCATED AT 1325 RAIL WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Owen 5, LLC, will complete and own an approximate 10,000 square foot industrial use shop/office facility by December 31, 2020, to be constructed on property owned by Owen 5, LLC, located at 1325 Rail Way Cedar Falls, lowa, and has requested a partial property tax exemption as provided in the lowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21<sup>st</sup> day of September, 2020, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 10,000 square foot industrial use

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Item 4.

shop/office facility to be constructed by Owen 5, LLC, on property owned by Owen 5, LLC, located at 1325 Rail Way, Cedar Falls, Iowa, legally described as:

# Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less),

by December 31, 2020, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

- 1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
- 2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
- 3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
- 4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
- 5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

	September 21, 2020
PASSED 1 <sup>ST</sup> CONSIDERATION:	September 21, 2020
PASSED 2 <sup>ND</sup> CONSIDERATION:	
PASSED 3 <sup>RD</sup> CONSIDERATION:	
ADOPTED:	

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



# ADMINISTRATION

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

## MEMORANDUM

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Shane Graham, Economic Development Coordinator
- **DATE:** September 14, 2020
- **SUBJECT:** Tjaden Properties, LLC (Air King Filtration) Industrial Partial Property Tax Exemption 2800 Technology Parkway in Cedar Falls Industrial Park

On July 1, 2019, City Council approved a Development Agreement with Tjaden Properties, LLC for a new 19,050 sf. industrial use warehouse and office facility located within the Cedar Falls Industrial Park. Work on the \$1,300,000 new building at 2800 Technology Parkway began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

- 1. Transfer of Parcel "A" of West Viking Road Industrial Park Phase IV to Tjaden Properties, LLC (Completed).
- Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in July 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,300,000 valuation of the Tjaden Properties, LLC building, 10% commercial/industrial valuation rollback, and the FY21 tax rate of \$33.13/\$1,000 valuation (**\$38,767 annually**):

	Exemption %	Exempt \$ Amount	Paid \$ Amount
Year 1	75%	\$29,075	\$9,692
Year 2	60%	\$23,260	\$15,507
Year 3	45%	\$17,445	\$21,322
Year 4	30%	\$11,630	\$27,137
Year 5	15%	<u>\$5,815</u>	<u>\$32,952</u>
		\$87,226	\$106,609

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

 Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 19,050 square foot industrial use warehouse and office facility constructed on property owned by Tjaden Properties, LLC, located at 2800 Technology Parkway, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator Brett Tjaden, Tjaden Properties, LLC



Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

## **ORDINANCE NO. 2972**

## AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 19,000 SQUARE FOOT INDUSTRIAL USE MANUFACTURING/SHOP FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY TJADEN PROPERTIES, LLC, LOCATED AT 2800 TECHNOLOGY PARKWAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Tjaden Properties, LLC, will complete and own an approximate 19,000 square foot industrial use manufacturing/shop facility by December 31, 2020, to be constructed on property owned by Tjaden Properties, LLC, located at 2800 Technology Parkway Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21<sup>st</sup> day of September, 2020, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to

real estate by new construction of an approximate 19,000 square foot industrial use manufacturing/shop facility to be constructed by Tjaden Properties, LLC, on property owned by Tjaden Properties, LLC, located at 2800 Technology Parkway, Cedar Falls, lowa, legally described as:

## Parcel "A" of "Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less),

by December 31, 2020, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

- 1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
- 2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
- 3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
- 4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
- 5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED:	September 21, 2020
PASSED 1 <sup>ST</sup> CONSIDERATION:	September 21, 2020
PASSED 2 <sup>ND</sup> CONSIDERATION:	
PASSED 3 <sup>RD</sup> CONSIDERATION:	
ADOPTED:	

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



# ADMINISTRATION

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

## MEMORANDUM

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Shane Graham, Economic Development Coordinator
- **DATE:** September 14, 2020
- **SUBJECT:** Zuidberg NA, LLC Industrial Partial Property Tax Exemption 2700 Capital Way in Cedar Falls Industrial Park

On April 15, 2019, City Council approved a Development Agreement with Zuidberg NA, LLC for a new 30,000 sf. industrial use warehouse and office facility located within the Cedar Falls Industrial Park. Work on the \$2,750,000 new building at 2700 Capital Way began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

- 1. Transfer of Lots 21 and 22 of West Viking Road Industrial Park Phase IV to Zuidberg NA, LLC (Completed).
- Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in May 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$2,750,000 valuation of the Zuidberg NA, LLC building, 10% commercial/industrial valuation rollback, and the FY21 tax rate of \$33.13/\$1,000 valuation (**\$82,007 annually**):

	Exemption %	Exempt \$ Amount	Paid \$ Amount
Year 1	75%	\$61,505	\$20,502
Year 2	60%	\$49,204	\$32,803
Year 3	45%	\$36,903	\$45,104
Year 4	30%	\$24,602	\$57,405
Year 5	15%	<u>\$12,301</u>	<u>\$69,706</u>
		\$184,516	\$225,509

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 30,000 square foot industrial use warehouse and office facility constructed on property owned by Zuidberg NA, LLC, located at 2700 Capital Way, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator Ryan Holden, President, Zuidberg NA, LLC



Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

## **ORDINANCE NO. 2973**

## AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 30,000 SQUARE FOOT INDUSTRIAL USE WAREHOUSE AND OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY ZUIDBERZG NA, LLC, LOCATED AT 2700 CAPITAL WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Zuidberg NA, LLC, will complete and own an approximate 30,000 square foot industrial use warehouse and office facility by December 31, 2020, to be constructed on property owned by Zuidberg NA, LLC, located at 2700 Capital Way Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21<sup>st</sup> day of September, 2020, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to

real estate by new construction of an approximate 30,000 square foot industrial use warehouse and office facility to be constructed by Zuidberg NA, LLC, on property owned by Zuidberg NA, LLC, located at 2700 Capital Way, Cedar Falls, Iowa, legally described as:

Lot 21 and 22, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.54 acres more or less),

by December 31, 2020, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

- 1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
- 2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
- 3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
- 4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
- 5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED:	September 21, 2020
PASSED 1 <sup>ST</sup> CONSIDERATION:	September 21, 2020
PASSED 2 <sup>ND</sup> CONSIDERATION:	
PASSED 3RD CONSIDERATION:	
ADOPTED:	

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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



# **INDIGENOUS PEOPLES DAY PROCLAMATION** OCTOBER 12, 2020

**WHEREAS,** the land now known as the State of Iowa, named in recognition of the Iowa Tribe, as well as the language used to identify many of our lakes, rivers, cities, counties, schools and buildings, reflects the imprint of Indigenous Peoples; and

WHEREAS, Indigenous Peoples have made essential contributions to the landscape of Iowa, including traditional knowledge, experience, labor, technology, science, philosophy, industry, arts, as well as their cultural belief system that stipulates Indigenous Peoples are protectors and stewards of our natural environment for the benefit of all; and

WHEREAS, the State of Iowa seeks to eliminate racism toward Indigenous Peoples and seeks to promote practices and policies that honor the State's indigenous roots, history and contributions, and reflect the experiences of Indigenous Peoples, to ensure greater access and opportunity; and

WHEREAS, in 2018 the State of Iowa joined a growing number of government entities across the country that have recognized the second Monday of October as Indigenous Peoples Day; and

WHEREAS, it is fitting and appropriate for the City of Cedar Falls and its residents to join this movement in support and appreciation of Indigenous Peoples;

**THEREFORE,** I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim October 12, 2020, as the City's first inaugural **Indigenous Peoples Day**, and encourage Cedar Falls residents to seek out ways to promote appreciation, reconciliation, understanding, friendship, and continued partnerships among all of its people and the Indigenous Peoples of this land.

100条据

Signed this 2<sup>nd</sup> day of October 2020.

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

TO: **City Council** 

FROM:

Mayor Robert M. Green Zondow

DATE: September 29, 2020

**SUBJECT:** Nomination of Mr. Reginald Green for Library Board of Trustees

**REF:** Code of Ordinances, City of Cedar Falls §2-407

- 1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Mr. Reginald Green for appointment to the Library Board of Trustees to fill the vacancy of a six-year term ending on June 30, 2024.
- 2. Mr. Green has been interviewed by the Selection Committee and by me separately, and we have collectively determined him to be the most qualified citizen for this appointment; his General Application and Candidate Questionnaire are attached for your consideration.
- 3. As the City Council has requested the opportunity to interview each Library Board of Trustees nominee, I will schedule this for a Committee of the Whole meeting very soon.
- 4. I will also make note that Mr. Green is of no relation to me.
- Encl: (1) Mr. Reginald Green – General Application and Candidate Questionnaire
- Xc: **City Administrator** Director, Finance and Business Operations Library Director

###

## APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: _Reginald J Green	Gender:M	Date: _June 3, 2016
First MI	Last	
Home Address:1911 Timber Drive		Phone: 319-377-1897
Work Address:		Phone:
Email Address:greenr@cfu.net		Cell:
Employer:	Position/Occupation	
If Cedar Falls resident, length of residency:	43 years	Ward:5
NOMINEE FOR:Library Board of Trustees		Board/Commission

**COMMUNITY INVOLVEMENT**: Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)

Presently: Board member Friends of Galleger Bluedorn Performing Arts Center, Board member UNI Lutheran Student Center. Formerly member of the Cedar Falls Public Art Committee, UNI Public Art Committee, National College Testing Association, American College Testing Association Advisory Board.

**SPECIAL QUALIFICATIONS**: Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.

Professional experience as a University Administrator, Adjunct faculty, and academic counselor. As a sociologist, researcher and artist the library plays a key role in my work.

List reasons why you would like to be appointed and what contributions you believe you can make. *Public libraries played a key role in my early intellectual development as well as socially. I continue to patronize the libraries in the Cedar Valley. I am sensitive to the evolving role of libraries in response to social and technological change. I look forward to contributing to the library.* 

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

\_No

Please mail completed application to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to boards@cedarfalls.com.

## CEDAR FALLS LIBRARY BOARD OF TRUSTEES Nominee's Questionnaire

1. Why would you like to serve on the Cedar Falls Library Board? As a long time member of this community I have been a patron ever since I first arrived. I remember the old building and appreciate the growth. To be relevant the library must have a progressive outlook. I try to provide a progressive outlook and keep a prospective that looks to include the marginalized of the community.

2. What are you views on the importance of a library in a community? Libraries reflect the intellectual vitality of a community and its core values. A library should be inviting to all visitors. It should be intellectually engaging, relaxing, fun, and offer more than visitors expect. The library can serve as the face of the community and needs to make a good impression not just physically but as a service to the public.

3. The Cedar Falls Library is owned by the City of Cedar Falls. What are your views on the role of the Library Trustees keeping the City informed and involved in Library operations? Sharing our message with the City Council as well as patrons and the public in general goes a long way in cultivating support.

4. Library Trustees have full operational and fiduciary responsibility managing the Library. What experience do you have in the areas of personnel management, financial operations, litigation, business operation, and risk management?

I was Director of student services departments at the University of Northern Iowa for almost 30 years. In those roles I was part of the University administration reporting directly to divisional vice presidents serving at the pleasure of the president. My responsibility included budget development and management; personnel hiring, evaluation, development and salary; strategic planning and program evaluation as well as assignments to University wide task forces and committees.

5. What are your views on customer service?

My experience in the CF Library has been quite positive when it comes to customer service. I assume there are regular evaluations that include a measure of customer service.

6. Do you believe that all Library should be offered free of charge or should there be reasonable fees for select programs and services that extend beyond basic Library offerings?

It may be reasonable but I need more information concerning costs and value of the service.

7. What role do you feel a Trustee and Library Director should play fund raising to support Library operations?

I assume with a small staff that the Director has to perform the development director's role. The Library Director provides the leadership and direction for fund raising efforts. The Director would serve as the link between the Friends of the Library and the Trustees contributions to fund raising. The Trustees can also be supportive in identifying and approaching select people for a major gift. It is important to keep in mind that fund raising is really friend making and earning the right to ask a donor to join us in our mission and vision.

8. What role do you believe federal and state grants play in the operation of a Library? Grants of any kind have played a critical in public libraries for many years as Carnegie Libraries have shown since 1883. Grants do not diminish the importance of direct tax supported City funding and private donations. Grants serve to promote creative, innovative, cutting edge activities not always fundable with the ongoing budget

9. Do you have a view regarding the sharing of services with the Waterloo Library, including a Library Director?

As a card carrying member of both libraries, I am open collaboration with them as well as the University and Hawkeye. Each has their unique mission but finding opportunities to pool resources, cooperative programming and network is a rational decision.

10. Should the Library operate under the same personnel and financial policies as the City and should services between the City and Library be coordinated? (examples include: building maintenance, ground maintenance, telephone services, computer operations and janitorial services)

I don't have enough information to offer an opinion. I would like to have a feel for the needs of the library staff as well as the patrons. De centralized services often works well in large organizations but more information is needed to speak to this situation.

\_*Reginald Green\_\_\_\_* Signature

June 5, 2016 Date

## LIBRARY BOARD OF TRUSTEES CANDIDATE QUESTIONNAIRE



Reginald Green

Date: 8/7/2020

any generation of the 1<sup>st</sup> Wednesday of the month at 4pm at the Cedar Falls Library? A Yes 🛛 No

### 1. Why are you interested in serving on the Library Board of Trustees?

As the result of my personal background, I have been passionate about the role of libraries in a person's life my entire life. Being selected for the Library Board would be an opportunity to contribute to the well being of the community. I see my participation on the Board as a chance to better understand the workings of a public library as well as an offering of my time and talent to the community.

### 2. What is the role of the Public Library in supporting the community as a whole?

In addition to transmitting knowledge, a library offers occasions to imagine, explore, and dream. Libraries are a measure of the health and wellbeing of a community. Libraries summarize the fitness of the various community institutions, including educational, economic, industrial, arts, cultural, and religious.

- 3. Because the Cedar Falls Public Library is owned by the City of Cedar Falls, what is the appropriate role of the Trustees in keeping the City informed and involved in library operations? The role of the Trustees in my view is to see their participation as representing the community as a whole and guard against their personal bias being too influential. Historically library professionals have been leaders in confronting unfair censorship. A Trustee should be supportive of the professionals while representing the least powerful in the community.
- 4. The Trustees provide operational and fiduciary oversight for the Library; what is your experience in personnel management, financial operations, litigation, business operation, and risk management? My professional career in higher education has afforded me the opportunity to serve 17 years as a department administrator responsible for all aspects of personnel activities, budget, planning, research, program planning and implementation. For 38 years I was employed as an administrator, professor, counselor, researcher, athletics coach at colleges and universities.
- 5. Should the Cedar Falls Public Library be completely free of charge, or should fees be charged for select programs and services that extend beyond basic library offerings? As a general question i would want to keep the services of a public library free. I appreciate that opportunities for library services expand each faster than budgets. Therefore, it may be necessary to start a service for a fee but our goal should be to keep the library as a free public service.
- 6. If Library materials selection or self-censorship violates a Trustee's personal beliefs, how might that Trustee best respond?

It is important that individuals feel comfortable expressing their personal beliefs in a Board meeting. However, they must understand their role is to represent the community at large. Also, there are alternatives to handling what might be considered by a high percentage of the public as objectionable materials. Further, overtime the definitions of objectionable materials changes.

Please send this completed Candidate Questionnaire by the published deadline to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to <u>boards@cedarfalls.com</u>. You will be notified shortly if selected as a Finalist for the appointment
#### **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

TO: **City Council** 

FROM:

**DATE:** September 29, 2020

Mayor Robert M. Green Zondow

**SUBJECT:** Nomination of Mr. Andrew Stensland for Visitors & Tourism Board

**REF:** Code of Ordinances, City of Cedar Falls §17-300

- 1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Mr. Andrew Stensland for appointment to the Visitors & Tourism Board for a three-year term ending on July 1, 2023.
- 2. Mr. Stensland has been interviewed by the Selection Committee and by me separately, and we have collectively determined him to be the most qualified citizen for this appointment; his General Application and Candidate Questionnaire are attached for your consideration.
- Encl: (1) Mr. Andrew Stensland - General Application and Candidate Questionnaire
- Xc: **City Administrator** Director, Community Development Visitors & Tourism Manager

C-F-D-A-R		
Thank you for your interest in vo	N FOR APPOINTMENT TO CI Solunteer civic service. Complete all section The City of Cedar Falls is committed to provi	nom o
Name: Andrew J First M	Stensland	Gender: M Date: 7/8/20
First M.	Last	Delider
Home Address: 1728 Rainbow Drive	, Cedar Falls, Iowa 5061 Home	Phone: (319)-427-3503
Work Address: 1728 Rainbow Drive		(319)-427-3503
E-mail Address: Drewstensland@gm		
		Fellow
If Cedar Falls resident, length of residency		
DESIRED NOMINATIONS: Check or fill	in boxes for all that apply; view detailed o	lescriptions at https://bit.ly/cf-boards
Art and Culture Board	Board of Rental Housing Appeals	Human Rights Commission
Board of Adjustment	Civil Service Commission	Library Board of Trustees
Board of Appeals	Community Center & Senior Services E	
Board of Electric Examiners & Appeals	Health Trust Fund Board	Planning & Zoning Commission

**COMMUNITY INVOLVEMENT:** Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

Historic Preservation Commission

Housing Commission

**QUALIFICATIONS:** *Please list any special qualifications for board service, including skills, training and certifications.* 

Board of Mechanical Examiners & Appeals

□ Board of Plumbing Examiners & Appeals

**MOTIVATION:** Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

**POTENTIAL CONFLICTS OF INTEREST:** Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

Utilities Board of Trustees

Visitors & Tourism Board

#### COMMUNITY INVOLVEMENT: Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

- Lead For America | Fellow (2019 - Present)

- University Northern Iowa Student Government | Student Body President (2018-2019) -

Speaker of the Senate (2017-2018) - External Relations Committee Chair (2016-2017), College of Social and Behavioral Sciences Senator (2016-2018)

- University of Northern Iowa Sigma Phi Epsilon | 2015-2019
- University of Northern Iowa Dance Marathon | 2017-2019
- CF Proud Committee | 2014-2019
- College Hill Partnership | Board Member 2018-2019
- Cedar Falls Community School District Facilities Committee (2015-2016)
- Cedar Falls Board of Education | Student Board Member (2013-2015)
- Cedar Falls High School | Student Body President (2014-2015)

## QUALIFICATIONS: Please list any special qualifications for board service, including skills, training and certifications.

I have served on quite a few committees both prior and during my term as Student Body President at UNI, and I am familiar with working with folks on committees toward a common goal of improving our community. I would bring a unique experience as someone who was born and raised in Cedar Falls, as well as continued my education at UNI and now can bring the perspective of being a younger member on some of these committees.

## MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

I have been deeply involved in the community over several years and have found the experience challenging but very rewarding. Further, this community has made me who I am today and I would like to be able to work to ensure the next generation can have the same opportunities I did. I absolutely love Cedar Falls and I think I can make it an even better place if given the opportunity to serve. One important contribution I can make is by bringing the viewpoint of a young person to these committees. At 24 I would love the opportunity to help other young folks get more involved in the community by serving on a board.

POTENTIAL CONFLICTS OF INTEREST: Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to

#### community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

- My father is a Battalion Chief in the Public Safety Department

- I have worked on several campaigns for local office, that being said none of the candidates I have worked for are currently serving in City Government.

- SPE Consulting is a campaign consulting business I founded and may from time to time work on campaigns, however, I do not have any clients who are running for City office.

#### VISITORS AND TOURISM BOARD CANDIDATE QUESTIONNAIRE



Name:

Drew Stensland

Can you attend board meetings on the  $3^{rd}$  Wednesday of the month at 4pm at the Visitors Center?  $\Box$  Yes  $\Box$  No

#### 1. Why are you interested in serving on the Visitors and Tourism Board?

I am interested in serving on the Visitor and Tourism Board because having the opportunity to sell Cedar Falls to other folks, and talk about why it is such an incredible place, whether you are looking to move here or just spend a weekend. Cedar Falls has offered me a large amount of different opportunities that made growing up here a fun experience that more people need to know about. I also think this would provide a unique challenge that would allow me to sell people on Cedar Falls activities in a way that I haven't been in a position to do so before. I enjoy the fact that in one weekend in Cedar Falls, you can go on a bike ride on some beautiful trails, stop downtown for a world class burger and beer, and go to cheer on the UNI panthers in a football game, and I want other people to know about this opportunity.

#### 2. What is your background and experience in the tourism and service industry?

I have been involved in several efforts in regards to selling folks on the opportunities that Cedar Falls has to offer. As UNI Student Body President I worked with a number of entities on planning events to draw folks in. I was lucky enough to serve on the College Hill Partnership Board that has put on several successful events to bring folks into the community. While on the board I worked to get student participation in the larger college hill area to become more involved in the Partnership. Additionally, as Student Body President I worked as an ambassador from UNI to welcome students and help get them more involved in the community which is at the heart of what this board looks at doing. That is why I led the charge to get a Student Representative on the City Council to help get students more involved in the community at large.

#### 3. What would you see as your role in this advisory board?

I believe my role is to help the board sell why Cedar Falls is a great destination for a number of reasons regardless of what you are looking for. I also would like to be able to help get more young folks involved into this area of Cedar Falls. I think young professionals can help ensure that we are reaching every type of person possible that could visit Cedar Falls.

#### 4. What unique perspective or insights could you bring to the Visitors and Tourism Board?

I would bring the unique perspective of being someone who is a young professional to this board. I think it would help the board make decisions that can bring the next generation of folks to Cedar Falls and ensure that we have programming that caters to my age group, because of the potential to bring in both college age students and folks who are a few years out of college. I think by having someone my age at the seat of the table it would allow the board to ensure we are bringing in everyone that we can possibly bring in.

## 5. What changes would you like to see in the City's visitor and tourism services and programs? I would like to see an increase in programming for Young Professionals, and college students who go to UNI. I think working with the university to get more students involved in the community will allow us to not only get folks to live in Cedar Falls after they graduate, but to understand that it is a great destination for them to continue to come back and visit after they have graduated.

## 6. Please list your organizational and relational connections which might pose potential conflicts of interest for items under consideration by the Visitors and Tourism Board.

None that I can think of.

#### **CITY COUNCIL WORK SESSION**

Cedar Falls Council Chambers September 21, 2020

The City Council held a special work session at City Hall at 5:15 p.m. on September 21, 2020, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Absent: Kelly Dunn. Staff members attended from all City Departments. Members of the community were in attendance and teleconferenced in.

Mayor Green introduced the only item on the agenda, City Council Goal Setting Format.

Mayor Green opened the meeting for initial comments regarding the FY22 Council Goal Setting-Proposed Process Improvements for Consideration. Councilmembers had no opening comments.

Mayor Green discussed an after interview survey to determine council interest in various initiatives. Survey will determine what councilmembers priorities are for discussion. Councilmember Darrah agreed this would prioritize the goal setting process. Councilmember Darrah asked if we will still be working with a consultant and Mayor Green confirmed. Councilmember Kruse proposed including a description. Mayor Green confirmed that a detailed description can be included.

Mayor Green read item - 4. b., Provide Detailed Agendas for Four Distinct Work Sessions. Councilmember deBuhr is concerned with a time restriction. Councilmember Kruse discussed justifying having a work session prior to goal setting. Councilmember Darrah stated a timeline of each goal might be easier when surveys are returned from councilmembers. Councilmember Harding suggested doing an agenda for each day, similar to how we currently do it. Councilmember deBuhr agrees with one agenda per day. Councilmember Kruse asked about the timeline of the budget. Director Rodenbeck stated that the state requires the city to have two hearings by February or early March and the budget needs to be done by the end of January for the two hearing to be complete. Goal setting needs to be done by November since those numbers drive the CIP/budget. Councilmember Kruse asked when goal setting will be this year. City Administrator Gaines stated the schedule for goal setting would be around November 10<sup>th</sup> and 12<sup>th</sup>, but depends on facilitator's availability. Mayor Green suggested an in person goal setting session, but via Zoom option for the public. Mayor Green confirmed the goal setting will be scheduled for two days and have an agenda for each day.

Mayor Green discussed using the draft city council goals document as the discussion framework. Mayor discussed how facilitator uses an informal worksheet as the "agenda" and some items are not considered. Mayor suggested using the actual draft council goals document as discussion framework. Councilmember Harding stated this might simplify goal setting. Councilmember deBuhr stated this might complicate the process and the facilitator might have a set format. City Administrator Gaines stated the format could be changed. Councilmember deBuhr is concerned we are not giving the facilitator enough time to build/reconstruct a new format. Mayor Green agreed to keep same format this year, but will talk to facilitator about changes for next year.

Mayor Green discussed reducing the number of goals from 7 to 5. Councilmembers had no objections.

Mayor Green discussed moving the short term financial plan to a separate annex to reduce the number of pages and make it more readable. Director Rodenbeck has no concerns, but it needs to be included for a guide to develop the CIP and budget. City Administrator Gaines reaffirms these goals need to be done annually since this drives our financial decisions. Mayor Green will establish a draft for councilmembers.

Mayor Green discussed converting appropriate lists and data to tables for readability. Mayor Green will send examples to councilmembers.

Mayor Green discussed new councilmembers and the public who want to be engaged and understand what's going on in the goal setting document. Mayor Green recommends a cite (footnotes) along with web links for downloading/viewing reports. Councilmember Kruse agreed with more information and quick access.

Mayor Green discussed eliminating jargon and acronyms whenever possible to appeal to a resident audience. Councilmember Harding recommended doing a reference key at the beginning of the document.

Mayor Green opened discussion up to councilmembers for further thoughts. Mayor Green asked for opinions on 4:00 p.m. – 8:00 p.m. for goal setting and dates for councilmembers. Councilmember Kruse suggested November 4<sup>th</sup>, 5<sup>th</sup>, 17<sup>th</sup> or 19<sup>th</sup>. Councilmember Harding would prefer November 10<sup>th</sup> and 12<sup>th</sup>. Councilmember Kruse stated he can Zoom. Mayor Green stated the location is still being decided. Mayor Green suggested the location of the Community Center or Hearst Center. Councilmember Darrah suggested the council chambers for the location.

There being no further discussion, Mayor Green adjourned the meeting at 5:50 p.m.

Minutes by Kim Kerr, Administrative Supervisor

#### COMMITTEE OF THE WHOLE

City Hall – Council Chambers September 21, 2020

The Committee of the Whole met at City Hall via teleconference at 6:00 p.m. on September 21, 2020, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments, as well as members of the community teleconferenced in. Andrew Wind with the *Waterloo Courier*, as well as members of the community teleconferenced in.

The Mayor introduced the first item on the agenda Refuse Rate Study. Brian Heath Public Works & Park Manager gave a PowerPoint presentation. He stated the Refuse fund is an Enterprise fund. He reviewed the current rates for various garbage and refuse items. He reviewed some history of the refuse services due to a few new council members. He explained that the last major increase to refuse rates happened in 2008. Mr. Heath stated staff recommends rate increases for residential refuse carts of 2.5% for the next two years. He stated we suggest going to one solid waste/demolition material rate at the transfer station, increasing the rate to \$65/ton. Currently we have a household solid waste rate of \$57.50/ton and commercial demolition solid waste of \$59.15/ton, Mr. Heath said. The University of Northern Iowa currently has a reduced rate for their solid waste, Mr. Heath stated we haven't kept up with increasing this rate and it is now the same as the landfill rate, he said the recommendation is to increase the rate to the landfill rate plus \$9/ton, the new rate would be \$51.25/ton (\$42.25 + \$9.00). The recommended increase for shingles is \$40.00/ton for clean shingles and \$75/ton for contaminated shingles. Mr. Heath reviewed the Yard Waste collection and drop off processes and stated there will be no increases at this time. He explained the compost site is managed by a private contractor, which expedites the composting process and the need for the City to buy expensive equipment. Residents may drop of their own yard waste at the compost site for free.

Mr. Heath reviewed the recycling drop off sites and the tonnage that is dropped at each site. This is a free refuse service the City provides, he said. He stated the recycling program does divert a significant amount of materials from the landfill. He explained a new fee is recommended for bulk-drop off by commercial customer of \$50/load. He continued on to review bulk pick up items. He stated the current rate is \$5/stop, plus additional fee for appliances, CRT monitors/TV, and tires. He stated it is recommended to increase this to \$10/10 items, plus the additional fee for appliances, CRT monitors/TV and tires. Mr. Heath also said it is recommended for a solid waste fee will be applied to those who are dropping off bulk-items at the transfer station, along with the additional fee for appliances, CRT monitors/TV and tires. He said the staff recommendation is to increase appliances to \$10/item from \$7.50/item and CRT monitors/TV's to increase to \$7.50/item from \$5.00/item. He said there is no rate increase recommended for tires and tires with rims. Mr. Heath stated the 3-yard containers at the City are the cheapest around; these are used by commercial and apartment complexes as well as residents. The proposed increase is \$18/year a year for five years; from the current rate of \$35/dump to \$125/dump by January 1, 2025. Mr. Heath reviewed the commercial

cardboard containers and the fee for them is \$10/month. It has been suggested to charge \$10/time emptied, as some accounts are picked up two to four times a month. Mr. Heath summarized the items that are being recommended for price increase. He stated the residential user fees are used to support other services, such as recycling operations, bulk-pick up, street cleaning and flood clean up. He stated staff is seeking a motion to proceed with drafting the changes to the refuse rate ordinance to implement the recommended rate increases.

Mayor Green opened it up for discussion. Councilmember Kruse asked how they are counting the bulk pick up items at the curb and well as handling the large number of items that are left at the curb during the month of May. He asked if staff looked at other college towns, such as Ames and Iowa City on what they do. Mr. Heath stated spring move out is tricky and they try to pick up items as fast as they can. Simon Harding motioned to have staff draft the recommended refuse rate increases in the Refuse & Garbage ordinance. Frank Darrah seconded the motion. Ron Gaines City Administrator stated staff hopes to have this in ordinance form for the next Council meeting, in order to have the new rates effective January 1, 2021. Mr. Heath stated they have to sort through the items as they are picked up for actual garbage which is thrown in the compactor truck and the 1-ton truck to being back to transfer station for recycling. Mr. Heath stated the City no longer has a free pick up day in May, that was quite some time ago he added. Councilmember Kruse asked what the fee would be for having over 10 items at the curb for pick up. Jennifer Rodenbeck Director of Finance and Business Operations suggested that the City could charge \$10 for the first 10 items and then the next 10 items would be an additional \$10. Motion passed 6-1 (aye-Darrah, deBuhr, Dunn, Harding, Miller, and Sires; nay –Kruse).

Mayor Green introduced the second item on the agenda, Snow Removal on Trails. Mr. Heath reviewed the current clearing schedule and stated the streets noted in red were added in 2019-2020. He stated we clear 12.5 miles of trails, but it actual twice this due to making two passed on the trail. He explained with the new high school on W. 27<sup>th</sup> Street, we would add two miles of trails to the trail clearing schedule. Mr. Heath stated it takes on average 8-9 hours to clear the 12.5 miles. He explained black ice is a challenge and snow storage can be an issue if we get significant snow events. He stated they will continue with the current policy and add the new segments with the opening of the high school. Mayor Green opened it for questions from the Council. Chase Schrage Director of Public Works said the pedestrian trail will be located in front of the new high school on the north side of the W. 27<sup>th</sup> Street.

There being no further discussion Mayor Green adjourned the meeting at 7:00 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



**ROBERT M. GREEN** 

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

MEMORANDUM

Office of the Mavor

Zondow

FROM:	Mayor Robert M. Green
TO:	City Council
DATE:	October 1, 2020
SUBJECT:	Departmental Monthly Reports Submission – August 2020
<b>REF:</b>	(a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

- 1. As required by reference (a), I have reviewed the activities of the City's departments for the month of August and am providing them as enclosure (1).
- 2. Of special note and recognition for August, I would like to highlight the following:
  - Page 13 The Recreation and Fitness Center completed its locker room remodel, a. along with upgrades to various other spaces; Mr. Verink and his staff have done an outstanding job of navigating the pandemic and the remodel while still providing excellent service to patrons.
  - b. Page 25 The City's Traffic Operations crews lent a needed hand down in Cedar Rapids immediately after the August derecho; this 'Iowa hurricane' severely hampered traffic, communications and electrical services throughout central Iowa. Our crew's work in Cedar Rapids aided in the timely restoration of service, so that the work of recovery could begin. Well done!
  - c. Page 31 The Public Safety Services Department and Public Works Department resolved the Compost Facility in early August; details of this incident are in my special report to the City Council, provided in the September 21<sup>st</sup> meeting.
- 3. In past years, the police shift log has been included in the departmental reports. As the Departmental Monthly Reports are intended to be a summary of all activities rather than a detailed accounting of every activity, the police shift log has been excised from the document. All other Public Safety summary activities have been retained.
- 4. Please contact the City Administrator or me with any questions about this report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports, August 2020

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# **CITY OF CEDAR FALLS**

## **DEPARTMENTAL MONTHLY REPORTS**



### August 2020

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#### FINANCE & BUSINESS OPERATIONS FINANCIAL SERVICES August 2020

#### **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 \$80,442,000 invested in CD's and \$2,300,000 in a liquid money market.

Investments	<b>Transactions</b>	Amount
CD's Matured	2	\$8,000,000.00
CD's Purchased	0	\$0.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$170,942.78

#### FY20 Audit

The auditors will be here the week of September 28th to complete the audit work. The process for financial statement reporting has begun. This will continue through August and September.

#### **Miscellaneous Financial Activities**

For August, 53 payroll checks and 724 direct deposits were processed. Accounts receivable were processed and 138 invoices were mailed out to customers. 1,227 transactions for accounts payable were processed and approved by the City Council for payment and 453 checks were mailed out to vendors.

#### **Benefits & Compensation Activities**

- 1. FY20 health fund information was forwarded to the City's benefit consultant, Holmes Murphy to assist with the September financial audit and State of Iowa 509a reporting requirements.
- 2. Final drafts of the SPDs for the City's health insurance coverage through Wellmark and the benefits certificate for the City's dental insurance coverage through Delta Dental were received and approved by council. Copies of the documents were requested and will be distributed to employees upon receipt
- 3. Sent updated employee census with salary increases that took effect at beginning of the fiscal year to National Insurance Services for accurate bill processing of the City's Long Term Disability Coverage.
- 4. Staff responded to many employee benefit questions throughout the month.
- 5. The Wellness Committee distributed health snacks to various work locations.

#### **Civil Service Commission & Employment Related Activities**

- 1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Administrative Supervisor, Arborist, Assistant Equipment Mechanic, Assistant Public Safety Director/Police Chief, Engineering Technician II, Human Resources Manager, Maintenance Worker (Cemetery & Streets), Planner III, Recreation and Community Programs Manager, Visitors & Tourism Sales and Marketing Coordinator; PT positions: Library Assistant, Laborer; seasonal and special purpose positions for the Community Development and Public Works departments.
- 2. Follow-up was completed for the July 23 Commission meeting delivered via Zoom.
- 3. Miscellaneous employment and some benefit related requests and follow-up were completed.

#### Finance and Business Operations Information Systems Division Monthly Report August 2020

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

- Document Storage Management Software
  - Worked on the contract and insurance needs with Gordon Flesch
- VMWare upgrade
  - This has been scheduled for September and a kickoff meeting has been held.
- Other Staff activities
  - o Staff moves workstation moves in tourism, and public records admin staff.
  - o KnowB4 phishing email tracking was troubleshooting with our firewall.
  - Work with printer vendor to have a demo placed for new envelope printers
  - o Researched new tablets for council.
  - Researched camera issues on College Hill, dropping connection.
  - Met with Comodo and started a Proof on Concept/Demo for patch management and end point protection.
  - Had a LAMA Training session with Planning.
  - o Set up wireless access for the Cleaning Crew to be able to access their timecards.

#### Software Purchase/Installation/Upgrade Activities

• 29 software installations for 6 different departments

#### Equipment Purchase/Installation/Upgrade Activities/Repairs

- 37 new pieces of equipment purchased for 4 different departments and inventory.
- 9 new equipment installations for 3 different departments.
- 2 equipment repair for Public Safety (cameras).

#### **Problem Resolution Activities & Assistance Activites**

• 23 problem resolution or assistant activities took place for 9 different departments.

#### **Grapic Design Activities**

- Projects included website and social media maintenance/graphics, business cards, miscellaneous printing and trimming, TV slides, miscellaneous laminating,
- Contractor Connections newsletter for engineering; economic development plot images, Currents, coronavirus campaign graphics, icons for resilience plan, waiting list poster for Section 8, COVID-19 tree chart, Public Safety 5-year plan
- Completed 9 individual projects for Hearst and Tourism

#### Channel 15 Programming Activities

- Cable TV Summary of projects
  - The City of Cedar Falls Cable TV Division worked in collaboration with Cedar Falls Utilities and Cedar Falls Community Schools to develop a plan for live broadcasts of athletic events on Channel 15, with live streams also available of the Channel 15 productions. This plan was put in place due to fan limitations due to COVID19.

- The Channel 15 Cable TV staff also worked with CFU to add Holmes and Peet Junior Highs as live locations. When Cable TV upgraded the signal delivery from fiber to IP from City Hall to CFU, this allowed for more opportunities for live venues. The ability to add Holmes Junior High as a live site is now available. Our plan is to continue to add venues to this live network, so that Channel 15 has even more possible live venues in the future.
- Finished Virtual 2020 Business & Industry Awards and this program as shown on Channel 15. Awards were presented to each award winner at the time that the production staff shot videos of the featured businesses or locations. Safe social distancing and mask wearing was required at all shoots.
- Televised live programs from City Hall:
  - Two Cedar Falls City Council meetings using Zoom
  - One Committee of the Whole meeting using Zoom
  - Two Planning & Zoning meeting using Zoom
  - One Cedar Falls School Board meeting
- Recorded 9 regular educational, community and sport productions and aired 1 panther sports talk summer shows.
- Produced and aired 24 City News Stories

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

- GIS Summary of projects
  - Met with reps from BH Co., Waterloo and software vendor to discuss data needs for upcoming dispatch software upgrade
  - o Met with Planning staff to discuss sidewalk infill properties
  - Discussed calculating the number of households within LMI areas with Planning staff for park improvement projects related to CDBG
  - Geo-rectified a drone image for Fire related to calculating the size of the brush fire at compost facility
  - Updated GIS and LAMA with new parcel data from BH Co.
  - o Updated property list for preliminary flood plain data
  - Discussed issue with LAMA updates from GIS with vendor
- 2 web and database projects were completed for 2 different departments
- Collected 78 GPS locations for city-owned utility assets
- Completed 3 different data requests for 3 outside entities.
- Created 8 new maps for 4 different departments.
- Created 10 new addresses for development

#### FINANCE & BUSINESS OPERATIONS LEGAL SERVICES August 2020

#### **REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:**

#### Traffic Court:

City Cases Filed: 89 (this number includes both City and State tickets)

Cases Set: 1 (Traffic) 0 (Code Enforcement)

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

#### **REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, Revise and Advise on 6 agreements
- Consultation and drafting of COVID-19 policies
- Research and Memorandum regarding E-bikes
- Research and Memorandum regarding mask mandates throughout the state
- Drafting and Settlement Agreements regarding pending litigation/claims

#### REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

- Risk Management Committee met August 19: review of claims, litigation, employee injury/illness to include COVID-19 matters, insurance concerns, training, and miscellaneous risk matters.
- Review 3 contracts/agreements for required insurance.
- Review and follow-up of 3 Public Event Permits.
- Unemployment Fact Finding conducted.
- Human Rights Commission did not meet the month of August.
- Economic Inclusion Summit planning meeting.

#### FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS AUGUST 2020

#### Public Records Activity

Staff prepared agendas, minutes and electronic packets for two Regular and one Special City Council meeting, one Council Committee of the Whole, three Council Work Sessions, and two Planning & Zoning Commission meetings. Drafted and processed meeting follow-up communications, minutes and legal documents.

Kelly Dunn was elected to fill the Councilmember At-Large vacancy on August 4<sup>th</sup> and was sworn in on August 10<sup>th</sup>.

Licenses and Permits

- 0 Business Licenses
- 0 Sidewalk Cafes
- 45 Pet licenses
  - 3 Annual "Paw Park" permits
  - 1 Public Event permit
- 24 Parking permits
- 0 Dumpster permits
- 8 Cemetery Interment Rights Certificates
- 15 Liquor licenses and beer/wine permits.
- 0 Tobacco permits

The unemployment rates for the month of July 2020 were 6.9% for the Waterloo-Cedar Falls Metropolitan Area, 6.6% in Iowa, and 10.5% in the U.S.

#### Parking Activity

Enforcement

- 782 Parking citations issued.
- \$ 540.00 Citations paid.

#### Collection Efforts

- \$ 865.00 Collections from delinquent parking accounts.
- \$ 550.00 Vehicle immobilizations (11 vehicles).

#### FINANCE & BUSINESS OPERATIONS LIBRARY & COMMUNITY CENTER AUGUST 2020

#### Library Activity

Usage Statistics	June 2020	July 2020	July 2019
Customer Count	2,062*	3,381*	24,123
Circulation	20,467	27,099	52,527
Event Attendance	2,713**	2,204**	3,726

\*Curbside customers plus browsing appointments in the building

\*\*Virtual events via Facebook Live and Zoom.

Special events in August included the following:

- Pop-up Storytime outdoors at the Hearst Center for the Arts
- Teen Nailed It virtual program
- An Evening with the Presidents: a virtual program from Hoover's Presidential Library and Museum featuring Dr. Laurence Cook. Dr. Cook presented rare and interesting memorabilia pertaining to James Buchanan, Benjamin Harrison, Grover Cleveland, Theodore Roosevelt, Herbert Hoover, and Jimmy Carter, along with little-known facts and stories about each man.
- Virtual Library 101: a virtual program highlighting digital resources and library services to support remote learning and homeschooling.

Special events were funded by the Friends of the Cedar Falls Public Library,

The Community Center was open with reduced hours, 9:00-1:00. NEI3A senior programming continues to be cancelled until further notice.

	Community Development Inspection Services Division Monthly Report for:	evelopment vices Division rt for:	Aug-20	0		Total Sar Total for F	Total for Fiscal Year Total Same Month - LAST YEAR Total for Fiscal Year - LAST YEAR	\$33,087,162.00 \$5,170,580.00 \$14,180,453.00
Construction Tuno		Month	Monthly Summary			Yea	Yearly Summary	
	Issued	Dwelling Units	Valuations	fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	σ	0	\$2,263,830.00	\$17,518.95	19	0	\$5,626,055.00	\$42,530.45
Multi-Family New Construction								
Res Additions and Alterations	118	0	\$1,157,758.00	\$21,763.00	213	0	\$2,044,703.00	\$38,303.75
Res Garages	10	0	\$135,856.00	\$2,190.50	18	0	\$203,697.00	\$3,551. <b>25</b>
Commercial/Industrial New Construction	T	0	\$1,500,000.00	\$8,167.75	2	0	\$22,200,000.00	\$96,015.50
Commegcial/Industrial Additions and Alterations	12	0	\$2,822,011.00	\$16,947.25	19	0	\$3,012,707.00	\$19,757.00
Commercial/Industrial Garages								
Churches								
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	00	0	\$0.0\$	\$9,935.00	11	0	\$0.00	\$67,019.00
Total	158		\$7,879,455.00	\$76,522.45	282	0	\$33,087,162.00	\$267,176.95

\$7,879,455.00

Total for Month

City of Cedar Falls

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

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Aug-20

\$140.00 \$11,424.60 \$18,500.00 \$11,866.50 \$41,931.10 Fees \$0.00 \$0.00 \$0.00 \$0.00 Valuations Yearly Summary ö 0 0 õ **Dwelling Units** 493 142 188 162 Ч Issued \$5,960.00 \$4,847.00 \$17,655.00 \$6,848.00 Fees \$0.00 \$0.00 \$0.00 Valuations **Monthly Summary** 0 Ó 0 **Dwelling Units** 218 79 62 17 Issued Total **Construction Type** Refrigeration Mechanical Electrical Plumbing

Constractor		Month	Monthly Summary			Year	Yearly Summary	
Registrations	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	H	0	\$0.00	\$0.00	t.	0	\$0.00	\$0.00
Mechanical					-	0	\$0.00	\$150.00
Plumbing								
Refrigeration								
Total	1			\$0.00	2			\$150.00
Building Totals	158	0	\$7,879,455.00	\$76,522.45	282	•	\$33,087,162.00	\$267,176.95
Grand Total	377	0	\$7,879,455.00	\$94,177.45	111	0	\$33,087,162.00	\$309,258.05

Item 11.

#### PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT August 2020

#### **MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meetings were held on August 12, 2020 and August 19, 2020.

Applicant	Project	Recommendation	Action Taken
Craig Christianson, VJ Engineering	Chrisbro Subdivision Final Plat (FP 20 – 002)	August 12, 2020 Approval	Approved
Hy-Vee, Inc.	S-1 Shopping District Site Plan (SP 20 – 008)	August 12, 2020 Introduction and Approval	Approved
Splendore Medical Spa, Signs and Design	CBD Overlay Design Review – Projecting Sign (DR20-002)	August 12, 2020 Approval	Approved
Masonic Lodge, Signs and Design	CBD Overlay Design Review – Projecting Awning Sign (DR20-003)	August 12, 2020 Approval	Approved
City of Cedar Falls	Subdivision Code Text Amendment – Division 3. Final Plat City Code Section: 20 - 100	August 12, 2020 Introduction and discussion	Continued to the next meeting
City of Cedar Falls	Subdivision Code Text Amendment – Division 3. Final Plat City Code Section: 20 - 100	August 26, 2020 Review and discussion	Continued to a future meeting
City of Cedar Falls	Zoning Code Text Amendment – Adaptive re- use of vacant institutional building	August 26, 2020 Introduction and discussion	Continued to a future meeting

Group Rental Committee – No meetings were held in August. Board of Rental Housing Appeals – No meetings were held in August. Board of Adjustment – No meeting in August Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	8/4/20	Discussed input from the subcommittee regarding the Bike/Ped Plan. Report on funding efforts for trails in poor condition at George Wyth State Park. Committee discussed efforts to promote the Great American Rail Trail.

College Hill Partnership	8/10/20 Via Videoconference	Discussion of concept plan for the Olive Street Box Culvert Project as an extension of Pettersen Plaza. Recap of zoom discussion with President Nook regarding UNI plans for addressing COVID-19.
Historic Preservation Commission	No meeting	No meeting for the month of August.
Housing Commission	No meeting	No meeting for the month of August.
Community Main Street Design Committee	8/21/20 Via Videoconference	Committee discussed design reviews for Blue Room Lounge, First Bank and Farmers State Bank and a new projecting sign proposal for 114 W 5 <sup>th</sup> Street.
Parking Committee – Downtown and Parking Committee – College Hill	8/18/20 Via Videoconference	Discussed go-live date for the new Pay Stations and the need to provide public notice in advance. Tutorials will be available online for people to understand how to use the pay stations.

#### LAND USE INQUIRIES AND PERMITTING

- 380 walk in and query and staff responses with information/assistance.
- 118 land use permits were issued.

#### OTHER PROJECTS FOR AUGUST INCLUDED:

- Bike/Ped Plan update project is ongoing. Staff is preparing updates to the plan in response to input from the Bike-Ped Committee.
- Staff working on a code amendment to reasonably accommodate adaptive reuse of religious and civic buildings in residential and similarly restrictive zones. Proposal is being refined based on Planning and Zoning Commission input.
- Staff preparing subdivision code amendments to address timeliness of infrastructure improvements with subdivision phasing plans and street connectivity. Proposal is being refined based on Planning and Zoning Commission input.
- Staff is assisting on a design committee for the proposed downtown parking garage at 3<sup>rd</sup> and State Streets.
- Re-launching the College Hill Visioning Project that was delayed due to the pandemic.
- Kicking off the Resilience Plan with consultant team; organizing core team and steering committees for various aspects of the plan; planning for virtual public input meetings.
- Ongoing effort to address enforcement of rental paving ordinance.

#### ECONOMIC DEVELOPMENT:

 Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and the Northern Cedar Falls Industrial Park.

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Continue working with IEDA on the Coop Marketing Program for the specific programs that the City of Cedar Falls is participating in.
- Made several business retention and expansion visits or calls with Cedar Falls businesses.
- Processed property tax rebate requests from businesses in Cedar Falls.
- Staff began working with consultant Brand Acceleration on the development of an economic development marketing campaign for the City of Cedar Falls.
- Gathered drone video and photos of the industrial park to include on the city's economic development website to help market the industrial park.
- Received a request for tax rebates in conjunction with a recent development project within the Downtown Urban Renewal Area. Began drafting development agreement for City Council consideration.
- Began preparing documents for partial property tax abatements for several industrial projects recently completed in the Cedar Falls Industrial Park.

#### <u>CDBG</u>

 Planning is ongoing with regard to additional federal funds anticipated to assist with COVID-related needs in the community. Working with HUD and INRCOG on administering the funds for projects and to services agencies based on the recently updated Annual Action Plan and Consolidated Plan to provide assistance for those impacted by the pandemic.

#### HOUSING CHOICE VOUCHER PROGRAM

Waiting List New Applications Taken	131 <b>75</b>	HAP Payments Utility Payments	\$100,430 \$ 1,537
Units under Contract	219	Admin Fees	\$ 16,910
Initial Vouchers Issued	1		
Mover Vouchers Issued	0	Lease Up Goal	220
New Admissions	3		

**Citizen Contacts/Appointments**: Multiple citizen/ client contacts were addressed. Annual and interim exams were processed by mail, email and over the phone.

**Ongoing Projects:** 

- Updating Administrative Plan.
- New software implemented, ongoing training
- Scanning all files into system

#### ADD A DOLLAR REPORT

There were 3 applications reviewed for utility assistance. A total of \$626.10 was provided, for an average of \$208.7 per household. There was a balance of \$14,114.81 as of August 31, 2020.

#### RECREATION DIVISION Monthly Report August 2020

This was the summer of Covid. So many things changed a lot in the last six months from what we normally have done.

The Falls opens on June 20 and closed for the summer on August 9th. The reason for the early closure was ISU and UNI both started classes two weeks earlier than normal plus all the high school fall sports started practice on August 10. As a result, we were going to lose the vast majority of the guard staff to the point we did not have enough staff to stay open past the 9<sup>th</sup> and struggled to fill staffing positions the final weekend.

- Doggie Dip was cancelled because of social distancing issues we have had in the past and we had
  no idea if or how to control that for this event, thus it was felt we had to cancel this activity.
- For the 9 days we were open we had 3,408 patrons use the Falls for open rec swim.
- We started the season being told to only admit season pass holders. This was switched to season
  pass holder to bring in non-swim pass holder who then paid the daily rate to enter. That lasted
  until July 23 when anyone could pay the daily rate to enter the facility to swim. For the summer,
  according to our 30 minutes tracking numbers we had a max number of 277 swimming at any
  one time and the high daily rec swim of 673 on July 24.
- Masks were required for anyone not on their way from their "home base" to the pool while swimming or from the pool back to home base.
- For the summer, we had a total Rec swim attendance of 16,738.

At the Recreation Center, in a roundabout way covid was advantageous in one manner, with the locker room face-lift project going on from late in May thru August 26 the closure of the locker rooms, the sauna, and the steam room meant we did not disappoint many patrons during construction. With no camps, indoor rentals, the activity room closed, only a hand full of fitness classes being offered, only 3 basket in each gym were lowered and could be used, we did not checkout basketballs, padlocks, towels, game equipment, and such for the month. Plus we have not allowed those wanting to pay the daily rate to come into the facility.

Staff worked on the "Covid Response" chart for the Rec Center and all we have to offer from programs to hours, from swimming to rentals and everything in between for the four different levels of which might be headed our way:

- Green area with 0-0.9 per 100,000 cases
- Yellow area with 1-9.9 cases
- Gold with 10-24.9 cases
- Red area with cases from 25-49.9 cases
- Over 50

After many updated versions staff finally feels like we have something close to a working document to help guide us in the months and years to come.

Typically once we get past Labor Day we switch the hours the Rec Center is open to our school year hours but this year with covid level where they are the decision has been made to stay with summer hours for the time being. The schools have told us we could not have adult programs held in the elementary schools for the school year, that all adult programs would need to be played at the Jr. Highs or High School. That it was OK to offer your programs at the elementary school since the students were already in the school. But we were ok to continue use of the pools as we normally do. They did not say anything about wearing of masks and when asked they said they would let us know.

Attached is a list of programs that met in August and the number of contacts we had with the public.

Respectfully submitted,

anuell **Bruce Verink** 

**Recreation Division Manager** 

#### Recreation and Community Center Usage For August 2020

Members using the Facility Non-Members using the Facility Child Care Aerobics Circuit Weight Training Yoga Personal Training REC XFIT	2,003 0 105 0 34 28 0	Zumba Cardio Cycling Massages Before and After Care Birthday Parties Pickleball Racquetball/Wallyball Hrs. Meetings/Tours/Rentals Steam Room Usage	0 0 28 0 0 0 36 0 0 2,334
<b>Recreation and Community</b>	Center Reven		2,004
Resident Memberships Sold 12 <sup>th</sup> Grade & Under Adult Senior Citizen Family Pass Corporate Family Corporate Individual 1-month Special	1 10 3 5 0 0 0	Punch Cards 12 <sup>th</sup> Grade & Under Adult Senior Citizen Child Care Racquetball	1 2 1 0 0
Credit Card Usage	\$8,215.80	Leisure Link Registration	\$13,382.00
Daily Fees			
Admission Child Care	\$0.00 \$0.00	Racquetball Amusement Park Ticket Sales	\$0.00 \$0.00
Swimming Pool Passes (Win	iter)		
Family Adult	7 13	Youth & Senior	4
Youth Programs		×	
Before & After Care Camp C.F CH Camp C.F Hansen Camp C.F. – Aldrich Inservice	0 0 0 13	Pool Parties Swim Club Doggie Dip Dogs People	0 832 0 0
Adult Programs			
Softball Leagues Fall Softball Leagues Kickball League Pickleball	840 192 72 0	Lap Swim Stretching Aqua Trim Water Walking Scuba	302 0 96 9
Recreational & Lap Swim Outdoor Indoor (closed for 22 days)	3,408 9305		
<b>Rentals</b> Pool Parties Beach House Ball Fields	0 6 93	Shelters Gateway Celebration Shelter Recreation Center	76 14 0

#### CEDAR FALLS RECREATION DIVISION August-20

#### ADULT SPORTS

Men's Softball Fall League	8
Mixed Softball Fall League	8
Adult Kickball	5
TOTAL ADULT SPORTS	21

#### **CEDAR FALLS TOURISM & VISITORS BUREAU** Monthly Report August 2020



CEDAR FALLS

Arranger	d CVent Connect Conference. I co-op ad in Iowa Society of Association Executives director	ory.
Ananget		
Snorte R	elated Marketing	
<ul> <li>Attende</li> </ul>	d Cedar Valley Sports Commission board meeting.	
Events		
	vent Attendance	
Aug 8&9		500 anticipated
106 0019	CVSC assistance	-
Aug 22	TriByLittleKnight Youth Triathlon	unknown
106 22	CVSC Grant	cancelled-COVID-19
VSC - Cedar V	alley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors	
	and spores commission a received	
Laisura 1	ravel Marketing	
	ZLR to launch FY21 digital advertising campaign.	
	g retargeting campaign with Amplified.	
	d CV365 Calendar of Events, releasing 54 events.	
Manage	ed trails events registration, social media and website	2
Maintair	ied trails events registration, social media and website	ram
Monitor	ed, shared and created posts on Facebook and Instag	m ord wab site
Perform	ed daily updates and maintenance of CedarFallsTouris	smolg web site.
Received	708 leads from Travel Iowa.	ID A
Publishe	d Weekender Newsletter and blog posts about a COV	ID Accommodations, Disc
Apple O	chards, Kayaking and Local Prairies.	, ,
Lined up	volunteers to open and close the Behrens-Rapp Stati	on on weekends.
Manage	d volunteer activities to be performed from home like	folding, gathering and oth
clerical a	ssistance.	
Replenis	h supplies at Visitor Information Centers in the area x	4.
Distribut	ed brochures, set up web page and promoted Cedar	Valley Pedal Fest on calend
Distribut	as cancelled.	
until it w		
	as cancened.	Attendance
Events		
Events Date	Event	Unknown
Events	<b>Event</b> Live to Nine	Unknown
<b>Events Date</b> Aug 14	<b>Event</b> Live to Nine Grant and promotion	Unknown cancelled-COVID-19
Events Date	<b>Event</b> Live to Nine Grant and promotion Bring It On at Oster Regent Theatre	Unknown cancelled-COVID-19 Unknown
<b>Events</b> Date Aug 14 Aug 14-23	<b>Event</b> Live to Nine Grant and promotion Bring It On at Oster Regent Theatre Promotion	Unknown cancelled-COVID-19 Unknown cancelled-COVID-19
<b>Events Date</b> Aug 14	<b>Event</b> Live to Nine Grant and promotion Bring It On at Oster Regent Theatre Promotion Live to Nine	Unknown cancelled-COVID-19 Unknown cancelled-COVID-19 Unknown
<b>Events</b> Date Aug 14 Aug 14-23 Aug 21	<b>Event</b> Live to Nine Grant and promotion Bring It On at Oster Regent Theatre Promotion Live to Nine Grant and promotion	Unknown cancelled-COVID-19 Unknown cancelled-COVID-19 Unknown cancelled-COVID-19
<b>Events</b> Date Aug 14 Aug 14-23	<b>Event</b> Live to Nine Grant and promotion Bring It On at Oster Regent Theatre Promotion Live to Nine	Unknown cancelled-COVID-19 Unknown cancelled-COVID-19 Unknown cancelled-COVID-19 3,000 anticipated
<b>Events</b> Date Aug 14 Aug 14-23 Aug 21	<b>Event</b> Live to Nine Grant and promotion Bring It On at Oster Regent Theatre Promotion Live to Nine Grant and promotion Old Time Power Show Promotion	Unknown cancelled-COVID-19 Unknown cancelled-COVID-19 Unknown cancelled-COVID-19 3,000 anticipated cancelled-COVID-19
<b>Events</b> Date Aug 14 Aug 14-23 Aug 21	<b>Event</b> Live to Nine Grant and promotion Bring It On at Oster Regent Theatre Promotion Live to Nine Grant and promotion Old Time Power Show	Unknown cancelled-COVID-19 Unknown cancelled-COVID-19 Unknown cancelled-COVID-19 3,000 anticipated

- Participated in first board meeting for Iowa Travel Industry Partners. .
- Met with Cedar Valley Cultural organizations. .
- Attended Higher Education Town Hall regarding return to school. .
- Attended Community Main Street board meeting. .
- Attended Experience Waterloo board meeting. .
- Met with Eastern Iowa Tourism Association general membership and board meetings. Attended Grout Museum District marketing committee meeting. .
- .

Publis	hed Hospitality Highlights newsletter x5	
	<b>Development</b> I 311+ photos taken by staff.	
🚺 Gathe	<b>Tour Marketing</b> red guest room information and activities for a it with an anticipated 30 room nights.	a family reunion to take place in mid-
Groups Date	Event	Attendance
	Church Group from Kansas City Itinerary assistance and guest rooms	40 anticipated cancelled-COVID-19
<ul><li>Met w</li><li>Met w</li></ul>	<b>ization and Promotion of Tourism Related Even</b> with Sturgis Falls Celebration board. with Cedar Valley Pedal Fest and they, unfortuna	
<ul> <li>Publis</li> <li>Contri</li> </ul>	<b>se Community Support</b> hed FY20 Annual Report. buted a scarecrow for Main Streets stroll. ained contact with volunteers via birthday and	appiversary cards and attending a drive

#### **COVID-19 Notations**

- Four of five staff worked from the office. One more will return next month.
- We are open to the public but not hosting meetings in our buildings.

#### Administrative Activities

- Attended Friends of the Hearst board meeting.
- Community Development staff meetings x8, Tourism staff meetings x4, and Hearst Center staff meeting x1.
- Attended Iowa Arts Summit
- Welcomed Adam Bolander to our team as the new Sales & Marketing Coordinator.
- Preparing agreement to purchase iDSS Customer Relationship Management software subscription.
- Still working through agreement to purchase Customer Relationship Management software subscription.

#### Focus for September

- Analyze trail usage data.
- Update facilities guide.
- Begin implementation of iDSS customer database software subscription.

#### Respectfully Submitted,

Kim Manning, Visitors, Tourism and Cultural Programs Manager

Item 11.





June

Way

#### CEDAR FALLS CULTURAL PROGRAMS Monthly Report | August 2020



- New Art and Culture Board member Chris Corkery met with staff and ACB President for onboarding, and attended his first ACB meeting.
- The Public Art Committee is working toward a draft RFQ for artists for the 2<sup>nd</sup> and State Street Plaza sculpture project, and voted to sponsor the forthcoming work of art commissioned by the 19<sup>th</sup> Amendment Centennial Celebration Committee for the CF Women's Club, in honor of Barbara Brown. A dedication will be organized for early October, when the sculpture is installed.
- The Hearst opened a new exhibition of watercolors by artist Marjorie Nuhn (1898-1988).
- Cultural Programs Supervisor met with a cohort of university faculty from UNI, Hawkeye and Wartburg that are already working on programs with Kosovo, to learn more about existing partnerships and possible areas for future collaboration.
- Hearst staff honored core volunteers with an appreciation event on August 23<sup>rd</sup> on the Corning Patio. Attendees enjoyed individually served desserts and beverages while listening to a classical music duet.
- Ed staff continues to create take-home kits for local families. Right now we are offering a "Messy Mornings" kit for 2-5 year olds, and age-appropriate kits for 4-6, 7-9 and 10-14 year-olds.
- The Hearst produced and distributed the Fall 2020 program brochure, as well as a small exhibition publication including an essay by a guest writer.
- Friends of the Hearst is working on improvements to the patio, including new seating and tables, to make programming more adaptable and the space more inviting.
- Red House Studio artists are working on confirming virtual visits to 3<sup>rd</sup> and 4<sup>th</sup> grade classrooms (and one high school class) as part of the sponsorship partnership with UNI.
- Curatorial staff negotiated three donations of artwork for the permanent collection, and the loan of one work from the University of Northern Iowa Gallery of Art.



Respectfully submitted,

COMS

Heather Skeens, Cultural Programs Supervisor Hearst Center for the Arts



#### CEDAR FALLS CULTURAL PROGRAMS

Monthly Statistics | July 2020

	Last Month	This Month	Last Year
Usage Statistics	July FY21	August FY21	August FY20
In-Person and Virtual Attendance*	1402	1474	2709
Off-site Ed/Outreach Encounters	0	134	237
Public Programs Offered**	4	6	6
Exhibition walk-in Viewers	213	232	318
Classes/Workshops Offered***	4	2	7
Rentals/Birthday Parties	0	0	8
Volunteers/# of Hours	2/10	2/6	8/14
Facebook Views	30597	35628	24078
Facebook Followers	2216	2237	1978
Instagram Followers	513	540	0
Ads, videos, press releases, articles	6	2	3
Friends Members/new or renewed	281/16	271/28	229/22

\*includes door counter, estimated garden attendance, and virtual program attendance

\*\*includes on-site and virtual programs

\*\*\*includes themed take-home kits and virtual classes/workshops

#### Public programming highlights include:

- The Hearst focused on outdoor and virtual programming in August. Red Herring Readers Theatre performed two plays in the garden: *A Raisin in the Sun* and its sequel, *Clybourne Park*. Combined, approx. 175 people attended the free events, distanced and masked.
- The celebration of regional poet Amy Clampitt's 100 Birthday culminated in August. On August 11<sup>th</sup>, an outdoor reception preceded a Zoom lecture with a live question and answer session.
- Hartman Reserve Visiting Artist Flutist Hannah Porter-Occeña performed her program about the flute in nature for an indoor audience of nineteen. A self-guided nature listening walk occurred after the performance.
- Hearst staff attended four farmer's markets in August to promote Hearst programs and offer on-site art activities for families in the new "Hearst to You' tent. Approx. 120 community members had one-on-one engagement with staff at these events.

#### ENGINEERING DIVISION PROJECT MONTHLY REPORT - August 2020

Item	1	1	
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				Contractor/	
Project	Description Status		Budget	Developer	
2018 Street Construction Street Repair		Complete	\$4,700,000	Engineering Division PCI	
2019 Street Construction	Street Repair	Final Out Remains	\$4,800,000		
2020 Sidewalk Assessment	Sidewalks	Contracts	TBD	Engineering Division	
2020 Street Construction	Street Repair	Construction Underway	\$3,385,340.30	Engineering Divison PCI	
Campus Street Box Culvert	Box Culvert	Final Out Remains	\$320,000	Engineering Division PCI	
Cedar Heights Drive Reconstruction	Street Repair	Design/R.O.W.	\$6,000,000	Snyder	
Cedar River Safety & Recreation	Recreation	Design	\$50,000 Engineering		
Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction	
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Complete	\$11,800,000	Engineering Division AECOM / IBC	
Greenhill Road Extension	hill Road Extension New Street Construction		\$5,100,000	Engineering Division AECOM	
Highway 58 Corridor Study         Study and Design           Greenhill Road to HWY 20		Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division	
South Main Parking Lot Construction		Punch List Remains	\$160,000	Engineering Divison / Snyder & Cunningham	

#### ENGINEERING DIVISION SUBDIVISION MONTHLY REPORT - August 2020

				Contractor/
Project Title	Description	Status	Budget	Developer
Arbors Fourth Addition	New Subdivision	Construction Underway		Skogman/CGA
Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond		BNKD Inc. Shoff Engineering
Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat		BNKD Inc./CGA
Autumn Villages Phase II & III	New Subdivision	Maintenance Bond		CGA
Gateway Business Park	New Subdivision	Maintenance Bond		Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review		Panther Farms/CGA
Greenhill Village Estates	New Subdivision	Construction Underway		Nelson Contruction & Development
Panther West - 1st Addtion	New Subdivision	Preliminary Plat		Panther Farms/CGA
Park Ridge Estates	New Subdivision	Maintenance Bond	: <b>********</b> *	Brian Wingert CGA
Pheasent Hollow 7th Addtion	New Subdivision	Construction Underway		CGA
Prairie Winds 4th Addition	New Subdivision	Final Out Remains		Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Final Out Remains		Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway		Kittrell/AECOM
Sands Addition	New Subdivision	Maintenance Bond	(1997)	Jim Sands/VJ

#### ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - August 2020

Project	Description	SWPPP Status	Detention Calcs Status	Developer/ Engineer	Project Status
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
Autozone	6130 University Avenue	Approved	Approved	Kimley Horn & Associates, Inc.	Complete
Cedar Falls Gospel Hall	1302 Walnut	Under Review	Approved	Claassen Engineering	Not Started
CFU Building Addition	1 Utility Parkway	Approved		Punch List Remains	Complete
Community Bank and Trust	312 W. 1st Street	Under Review	Under Review	VJ Engineering	Under Review
Creekside Condos		Under Review	Under Review	Fehr Graham Engineering	Under Review
CVMS Ortho Clinic	******	Approved	Approved	VJ Engineering	Complete
Fager Properties LLC	3123 Big Woods Road	Approved		Punch List Remains	Complete
Hanna Park Lot 5	Callum Ct	Approved	Approved	Shoff Engineering	Complete
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Complete
Immanual Lutheran Church	4820 Oster Pkwy	Under Review	Approved	ISG	Active
Panther Travel Center/Dairy	1525 W Ridgeway	Approved	Approved	Fehr Graham Engineering	Active
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Not Started
River Rec Area and Bank Improvments		Under Review	Under Review	City of Cedar Falls	Under Review
## Department of Public Works Operations and Maintenance Division Monthly Report for August 2020

#### Streets Section:

- Repaired 12 sanitary man hole box outs in various areas of the City including 1 drive approach
- Cleaned storm water discharge in an area of Green Hill Village and added trash grates
- Repaired portion of street including storm intake and manhole on Kaspend Pl.
- Grade work and patching was performed on streets scheduled for sealcoat application
- Performed trail repair on W. 29<sup>th</sup> Street

#### Traffic Operations:

- Assisted Cedar Rapids for two weeks on signal and sign repairs
- Replaced signal at 2<sup>nd</sup> & Main due to knock down
- Painted handicap stall symbols

#### Fleet Maintenance:

- Processed 124 work orders on various equipment
- Used 14,686 gallons of fuel (6,495 ethanol, 8,191 diesel)
- Placed new tank truck into service for Public Safety

#### Public Buildings:

- Installed dividers in council chambers for live meetings
- Facilities sidewalk repairs were performed.
- Assisted with warranty replacement of windows at Visitors and Tourism building
- Assist CFU with HVAC study for City Hall

#### Parks:

- 107 stumps were removed in August
- Ash tree removal continues- 21 trees removed in August
- Extensive watering of newer planted trees throughout the City due to dry conditions
- Continue with storm damage removals and trimming 47 trees removed, 43 trees trimmed.

#### Cemetery:

- Performed 14 interments (11 cremations)
- 3 spaces sold

#### Refuse:

- 642 tons of residential solid waste was collected. 3,404 yard waste carts collected. Total of 805 refuse container dumps. Responded to 166 bulk collections
- A total of 258.5 tons of recyclable material was collected
- The Transfer Station hauled 74 loads of solid wasted to the Black Hawk County Landfill totaling 1,061 tons.

#### DEPARTMENT OF PUBLIC WORKS WATER RECLAMATION / SEWER DIVISION MONTHLY REPORT - AUGUST 2020

#### PLANT OPERATIONS

Overall plant performance was very good the month of August. All permit requirements were met.

#### **PROJECTS**

We have a contractor treat problem sanitary mains for root control each year. Dukes Root Control completed this work in August. These lines have root intrusion that can cause blockages if not addressed. These mains will be lined to avoid this recurring cost in the future. Lining mains is a long term solution to roots, clean water infiltration, and degraded pipe conditions.

Staff completed an upgrade to a pump station at the treatment plant. Our 'final' lift station rehabilitation involved new drives and new control panels. This improves the efficiency and ease of operation of this pump system.

#### **BIOSOLIDS**

We were able to haul nearly 276,000 gallons of liquid biosolids to local farm fields during August. This provides beneficial material to cropland. Another 61,000 gallons were processed through our dewatering system for later application.

A total of 6.8 tons of sand and grit were hauled out of the plant to the landfill in August.

#### SEWER SYSTEM SERVICES

We received 655 sewer locate requests from the Iowa One Call system, 118 of which were pertinent and required markings by our field staff.

We received two residential sewer problem calls in August, none of which involved an issue in the city's sewer main.

There was one emergency call for a lift station issue. There was only a minor issue that was resolved quickly.

We cleaned a total of 37,135 feet (7.0 miles) of sanitary sewer lines. This brings our total for the year to 23.6 miles. Our goal each year is to clean at least forty miles, fall is the most productive time of the year in this area so we should get close to this goal.

A total of 6,600 feet (1.25 miles) of sewer lines were inspected with our televising equipment. This brings our total for the year to just under five miles. Our goal is to inspect at least fifteen miles per year so we have a lot of effort ahead of us to meet this.

### INDUSTRIAL WASTE PRETREATMENT PROGRAM

A triennial survey of all industry is required by permit in order to determine if any industries fall under existing regulations to be monitored with sampling and inspections. This would occur if an industry changed their operations are and did not realize they needed to notify the City. As these are returned some facilities will be toured to verify they do not fall under federal pretreatment regulations

Unscheduled inspections were conducted at the UNI power plant and Metokote with no violations found.

#### DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT AUGUST 2020



#### INVESTIGATIONS

<u>CSI</u>

- 8/6/20 Assisted 1<sup>st</sup> shift officers with processing a recovered stolen trailer from Lilac Lane (20-057156)
- 8/11/20 Assisted 1<sup>st</sup> officers with processing a recovered stolen vehicle from Merner Avenue (20-059469)
- 8/15/20 Assisted 1<sup>st</sup> shift officers with processing a suicide at Pfeiffer Spring Park
- (20-061163)
- 8/21/20 Assisted 1<sup>st</sup> shift officers with processing a garage burglary on College Street (20-062951)
- 8/25/20 Assisted 1<sup>st</sup> shift officers at the scene of an attempted burglary on Lilac Lane (20-064003)

Crime Lab:

- 6 items of physical evidence were processed
- 3 items of evidence were taken to the State Crime Lab for processing

Property Room:

- The monthly random property audit was completed for August

Evidence / Property:

- Physical evidence entered: 31
- Found property entered: 17
- Property held for safekeeping: 1
- CD's entered by Officers: 81
- Attorney video copies sent: 89
- Attorney requests (not video): 6
- Building videos archived: 49

#### POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Total Hours: 142.5
- The Reserve Unit received training on Civil Disturbance and Crowd Control

### POLICE TRAINING EVENTS – Lieutenant Marty Beckner

 National Crime Information Center (NCIC) recertification exams were taken for those close to their expiration dates

- Lieutenant Rea graduated from the Grow Iowa/Cedar Valley Leadership class
- There was not any Police In-Service training in August
- One PSO completed their Field Training program
- One PSO completed their Field Training and moved to solo patrol on 3<sup>rd</sup> shift
- One Lieutenant graduated from on-line Command School training through Northwestern University
- One PSO attended the FBI/LEEDA Supervisory Leadership Institute training in Clive, Iowa
- One PSO attended a Basic School Resource Officer class in Cambridge, Minnesota
- One PSO attended an Open Sight Rifle Instructor re-certification class at the Iowa Law Enforcement Academy
- One PSO began their training at the Iowa Law Enforcement Academy at Hawkeye Community College
- Two PSO's began their training at the Iowa Law Enforcement Academy
- One PSO attended the Precision Driving Instructor certification course at the Iowa Law Enforcement Academy
- One PSO attended a Glock Armorer's course in Johnston, Iowa

POLICE STATISTICS:	<u>August</u>	<u>Total 2020</u>
Group A Crimes Forcible Rape/Sodomy/Fondling Robbery Assault Intimidation Arson Extortion/Blackmail Burglary/B&E Theft Motor Vehicle Theft Counterfeit/Forgery/Swindle Fraud Vandalism Drug Offenses Porno/Obscene Material Weapon Law Violation	2 0 15 1 2 0 8 45 2 9 7 1 0 0	16 2 104 10 3 2 61 295 24 33 42 111 85 1 10
Group B Crimes Bad Checks Disorderly Conduct Driving Under Influence Drunkeness Non-Violent Family Offense Liquor Law Violation Runaway Trespassing All Other Offenses	0 0 12 6 1 0 0 2 13	7 19 82 97 9 2 11 9 88
Group A Total: Group B Total: Total Reported Crimes:	94 34 128	705 290 995
Traffic Accidents Fatality Personal Injury Property Damage Total Reported Accidents	0 1 66 67	1 18 183 202
Driving Offenses Driving While License Barred Driving While Denied/Cancelled/Suspended/Revoked Eluding Police Vehicle Total Driving Offenses	1 1 0 2	9 14 4 27
Alcohol/Tobacco Violations Calls for Service Total Arrests	0 1493 70	110 11,310 486

ltem 11.

#### CEDAR FALLS FIRE RESCUE AUGUST FIRE DEPARTMENT ACTIVITIES:

The Public Safety Services Department and Public Works Department resolved the Compost Facility

#### FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- August Rental Inspections: 0
- August Re-Inspections: 0

#### FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- PSO's completed their monthly checklist of knowledge and performance tasks
- PSO's continued their Fire Fighter 1, Fire Fighter 2 and Hazardous Materials certification testing
- August walkthroughs at the University of Northern Iowa were cancelled due to COVID-19 precautions
- One Lieutenant attended a Rope Rescue Technician course at the Iowa City Fire Department
- Fire In-Service training consisted of Hazardous Materials Operational Training annual recertification from the Waterloo Hazardous Response Team Center
- One PSO completed his Firefighter 1 training at Kirkwood Community College and passed the written Firefighter 1 and Haz-Mat Awareness and Operations tests
- Three PSO's began their EMT training at Hawkeye Community College
- Green Shift conducted annual Fire Extinguisher training for all of the UNI Department of Residence staff
- PSO's took a tour of Magellan Midstream Pipelines in Waterloo to learn the facility safety features, on site hazards and procedures for a mutual aid response to the business

TINE RECOOL OREEOT OF												
Type of Incident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
(Monthly)	'20	'20	'20	'20	'20	'20	'20	'20	<u>'20</u>	'20	<u>'20</u>	'20
Medical & Rescue	124	124	98	87	74	95	118	133				
Cancelled, False Alarms, Good Intent	42	54	44	58	57	54	59	46				
Fire, Heat, Hazard, Weather Related & Other	12	8	13	13	13	20	35	8				
Totals	178	186	155	158	144	169	212	187				

#### FIRE RESCUE CALLS FOR SERVICE

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018	2019
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772	841
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022	1,272
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794	2,113



# **Cedar Falls Public Safety**



Item 11.



#### **DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

#### MEMORANDUM

То:	Mayor Green and City Councilmembers
From:	Jeff Olson, Public Safety Services Director
	Craig Berte, Police Chief
Date:	October 1, 2020
Re:	Beer/Liquor License Applications

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

Name of Applicants:

- a) Aldi Inc., 6322 University Avenue, Class C beer & Class B wine renewal.
- b) Peppers Grill & Sports Pub, 620 East 18th Street, Class C liquor renewal.
- c) Casey's General Store, 601 Main Street, Class E liquor renewal.
- d) The Music Station, 1420 West 1st Street, Class E liquor renewal.



#### **CEDAR FALLS PUBLIC SAFETY DEPARTMENT**

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

319-273-8612

#### MEMORANDUM

То:	Mayor Green, City Council Members
From:	Jeff Olson, Director of Public Safety Services
Date:	September 25, 2020
Re:	Tobacco Enforcement Agreement

Attached you will find a tobacco enforcement agreement between the City of Cedar Falls and the Iowa Alcoholic Beverages Division. This agreement requires the Police Division to conduct one compliance check on all retail businesses that sell tobacco between October 1, 2020 and February 15, 2021. The Division shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection no later than May 15, 2021. The Iowa Alcoholic Beverages Division will reimburse the City seventy-five dollars per compliance check.

This agreement is similar to those that we have entered into over the past several years and I recommend its approval.

## 28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

#### **SCHEDULE 3**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_day of \_\_\_\_\_, 2020 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the <u>Cedar Falls Police Department</u> (The "Department"). The parties agree as follows:

#### SECTION 1. IDENTITY OF THE PARTIES.

- **1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- **1.2** <u>**Department.**</u> The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

#### Cedar Falls Police Department

220 Clay Street, Cedar Falls, Iowa 50613

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2021, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

#### SECTION 5. RESPONSIBILITIES OF THE PARTIES.

#### 5.1 <u>Responsibilities of the Department.</u>

- **5.1.1** <u>Local Tobacco, Alternative Nicotine and Vapor Product Enforcement</u>. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.
- **5.1.2** <u>Compliance Checks.</u> "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <u>https://tobacco.iowaabd.com/</u>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

#### <u>The Department shall not begin to conduct any retailer compliance</u> checks until October 1, 2020.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2021**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2020 business year, but not before October 1, 2020. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2020 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than May 15, 2021.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2021,** ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

**5.1.3** <u>Underage Purchaser Volunteers.</u> Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with

Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) *will not allow underage purchasers under the age of sixteen* to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

- **5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.
- **5.1.5** <u>**Civil Proceedings.**</u> The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- **5.1.6** <u>**Compliance Reports.**</u> The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- **5.1.7** <u>Miscellaneous.</u> The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

#### 5.2 Responsibilities of the ABD.

- **5.2.1** <u>Enforcement Guidance.</u> The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- **5.2.4** <u>**Payment.**</u> The ABD shall pay the Department in the manner described in Section 6.
- **5.2.5** <u>Cooperation</u>. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the

authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

**5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

#### SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 <u>Method of Payment.</u> In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 <u>Eligible Claims.</u> Compliance checks that are conducted on or after October 1, 2020 are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 <u>Allocations.</u> The costs of the services referred to in Section 6.1 shall be allocated as follows:
  - **6.3.1** <u>Sole Activity.</u> Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
  - **6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9.** NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

#### **SECTION 10. TERMINATION.**

- **10.1** <u>**Termination for Convenience.**</u> Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- **10.2** <u>**Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:</u>
- **10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:
- **10.2.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.
- **10.3** <u>Termination for Cause.</u> The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
  - **10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;
  - **10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;
  - **10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;
  - **10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

- 10.4 <u>Notice of Default.</u> If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
  - 10.4.1 Immediately terminate the Agreement without additional written notice; or,
  - **10.4.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

#### SECTION 11. INDEMNIFICATION.

- **11.1 By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.
- 11.2 <u>By the Department.</u> Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

#### SECTION 12. CONTACT PERSON.

12.1 <u>Contact Person</u>. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

#### SECTION 13. CONTRACT ADMINISTRATION.

- **13.1** <u>Amendments.</u> The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- **13.2** <u>**Third Party Beneficiaries.**</u> There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- **13.3** <u>Choice of Law and Forum.</u> The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- **13.4** <u>Assignment and Delegation</u>. The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- **13.5** <u>Integration.</u> The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- **13.6** <u>Headings or Captions.</u> The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 <u>Not a Joint Venture.</u> Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 <u>Supersedes Former Agreements.</u> The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- **13.9** <u>Waiver.</u> Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- **13.10** <u>Notices.</u> Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the

Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman Tobacco Program Coordinator Iowa Alcoholic Beverages Division 1918 SE Hulsizer Road Ankeny, Iowa 50021 515-281-7434 Email: Ekman@IowaABD.com

If to Department:

Chief <del>Jeff Olson</del> Craig Cedar Falls Police Depar	tment
220 Clay Street	unon
Cedar Falls, Iowa 50613	
Email: Jeff.olson@cedar	falls.com
Charg. Berte	

- **13.11** Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- **13.12** <u>Severability.</u> If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- **13.13** <u>**Time is of the Essence.**</u> Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization. Each party to the Agreement represents and warrants to the other that:
  - **13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
  - **13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- **13.15** <u>Successors in Interest.</u> All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- **13.16** <u>Record Retention and Access.</u> The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the States and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.
- **13.17** <u>Additional Provisions.</u> The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- **13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

#### **SECTION 14. EXECUTION.**

**IN WITNESS WHEREOF,** in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Bev	rerages Division
Joshua Happe Regulatory Compliance Bureau Chief	Date
By Law Enforcer	nent Agency
Department Official	Date
Department Witness	Date
9	

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Item 13.

## Cedar Falls PD



## 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:** September 30, 2020
- SUBJECT: Cedar Heights Drive Reconstruction Project City Project Number: RC-000-3171 Property Acquisitions & Temporary Easements

The City of Cedar Falls is in the final design phase of the Cedar Heights Drive Reconstruction Project, acquisitions of the necessary right of way needs are underway to meet the Iowa DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The Cedar Heights Drive Reconstruction project will include reconstruction of Cedar Heights Drive from East Viking Road to East Greenhill Road. The existing two-lane rural roadway will be replaced with a two-lane urban roadway that has a raised median from East Viking Road to Prairie Street, two-lane urban roadway that has a designated southbound left turn lane from Prairie Street to Huntington Road, and a two-lane urban roadway that has a center left turn lane from Huntington Road to East Greenhill Road. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. This project also includes the replacement of the existing traffic signal at the Cedar Heights Drive/East Greenhill Road intersection with a multilane roundabout and will include the construction of a single lane roundabout at the Cedar Heights Drive/Huntington Road intersection. The project identifies the need for total acquisitions from six (6) properties and partial acquisitions from 24 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address or Parcel ID	Acquisition Type
15	Maiers & Hansen Properties, L.C.	4507 Chadwick Road	Fee Title
			Temporary Easement
			Sign Relocation
32	Reorganized Church of Jesus	4616 Cedar Heights Drive	Fee Title
	Christ of Latter Day Saints		Temporary Easement
35	SLR Farms, LLC	8913-29-326-005	Fee Title
			Permanent Easement
			Temporary Easement

Attached is a map that identifies the location of these properties.

The City will use General Obligation funds for the design and right of way portion of this project. The City entered into a Professional Services Agreement with Snyder and Associates, of Cedar Rapids, Iowa, on September 5, 2017 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY20, FY21 and FY 22 under item number 123. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

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 Cedar Heights Drive 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, PE, City Engineer







Default

می LEIGHTON,MARIAN_C 5025_CEDAR_HEIGHTS_DR	au (7) au (7) OWL INVESTMENTS LLC 5019 CEDAR HEIGHTS DR	8 WHITE,KENNEIH, R & WHITE,ALICE LYNN 5011 CEDAR HEIGHTS DR		9 OSTER FAMILY LIMITE	D_PARTNERSHIP		
В/W В/W	STA.32+28.8, 75.0' LT TEMP. EASEMENT STA.31+62.7, 75.0' LT TEMP. EASEMENT C C C C C C C C C C C C C C C C C C C	STA.32+84.8, 75.0' LT TEMP. EASEMENT	STA.32+94.8, 80.0' LT TEMP. EASEMENT	R/W R/W	R∕w	۵0 <del>+</del> ۲ ۳	
STA.30+96.3, 50.0' LT EXISTING ROW	CEDAR HEIGHTS D	RIVE		· .	· · ·		
R/W R/W	R/W R/W R/W	R/W R/W	R/W R/W	R/W R/W	R/W	R/W R/W	R/W R/W
	<u>r and n investments</u>			0 20			
ENGLISH IOWA DOT JPSHEETS 5/12/2020 \\Gem	DESIGN TEAM	NYDER & ASSOCIATES	V8iBWHalfWe	BLACK HAWK	COUNTY	PROJECT NUMBER	STBG-SWAP-1185(6 V:\RefLibrary\CADDStandards\W















#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 4507 Chadwick Rd., Cedar Falls Parcel Number: \_\_\_\_\_\_\_ 15\_\_\_\_\_ County Tax Parcel No: 8913-29-101-007 Project Name: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Maiers & Hansen Properties, L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Acquisition Plat (Exhibit A) See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

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

Payment Amount	Agreed	Performance		Date
\$ \$	on conv	of possession eyance of title	_	
\$\$ 32,570.00		nder of possess ession and		60 days after Buyer approval
φ 32,370.00	conveya			oo days alter Buyer approval
\$32,570.00		LUMP SUM		
BREAKDOWN: ac. = ac	res sq. ft. =	square feet		
Land by Fee Title	<u>2,</u> 347	sq. ft.	\$13,471	.78
Underlying Fee Title	0	sq. ft.	\$ 0.00	
Temporary Easement	22,815	sq. ft.	\$ 13,095	5.81
Permanent Easement	0	sq. ft.	<u>\$ 0.00</u>	
Buildings			<u>\$ 0.00</u>	
Severance Damages (tw	o trees)		<u>\$ 6,000.</u>	00

4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

Page 1 of 3

- 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 and successors of the Seller.

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- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER: Maiers & Hansen Properties, L.C.	
Willin Mi John 7-29-20	
William C. Maiers Date Douglas A. Hansen Da	ate
State of 6000 County of BLOCK UNK	
This record was acknowledged before me on the 🎢 day of, 20	)20 by
WILLIAM C. MAIERS and DOUGLAS A. HANSEN as OWNERS of	
MAIERS & HANSON PROPERTIES, L.C.	
Signature of notarial officer BRIAN DEPREZ Signature of notarial officer September 1, 2020	
Printed name of notarial officer My commission expires	

#### **BUYER'S APPROVAL**

By: 🔤

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Robert M Green, Mayor (date)

#### ATTEST:

By: Jacqueline Danielsen, MMC (date) 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


#### IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

F120 - 2015

COUNTY	BLACK H	IAWK	STATE CON	ITROL NO	
PROJECT NO.	STBG-SWAP-	-1185()SG-07	. PA	RCEL NO. 15	
SECTION	29	TOWNSHIP	89	RANGE	13
ROW-FEE <u>0.05</u>	AC 2,347 <sub>S.F</sub> .	EASE	S.F.	EXCESS-FEE	S.F.
ACCESS RIGHT	S ACQUIRED	STA	- STA	MAIN L	INE SIDE
				SIDE R	0AD \$1DE
ACQUIRED FROM	MAIERS A	ND HANSEN PROP	ERTIES, LC		



FEE GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

• 12 m 16 m

A PART OF THE LOT 1, CEDAR HILLS ESTATES, BEING AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 2°36'52" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 91.79 FEET; THENCE NORTH 17°36'41" WEST, 147.88 FEET TO THE NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 44°48'46" EAST ALONG SAID NORTHERLY LINE, 69.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 AC. (2,347 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CLAIM FOR NON-RESIDENTIAL RELOCATION ASSISTANCE REIMBURSEMENT	o. STBG-SWAP-1185()SG-07 Parcel 15	Applicable Iter Moving Pay Advertising	Moved New Address Street SAMF	k.	Zip 50701	\$ <u>10,164.59</u>		<del>у</del> 9	\$10,164.59	REMAINING ELIGIBLE FUNDS \$	÷ 4	NSES		per hour	LOCATION	MOVING COSTS BASED ON AVERAGE EARNINGS A. This payment is in lieu of Item (3), (4) and (5) of this claim. B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment. C. Supported by proof of average annual net earnings for the two previous years. (Based on Net Business or Farm income tax figures for those years) TOTAL IN LIEU OF ACTUAL MOVING EXPENSES	nant) AMOUNT SMOUNT S	yments shall be on file with: ssistance Section, Ames, Iowa 50010	The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.           AL AMOUNT OF THIS CLAIM         \$10,164.59	I certify that the above claim is correct, just and unpaid.       17/2020     9/16/10     8/19/2020       e     Signed (Must be signed in ink)     Date	
CLAIM RELOCATION /	County BLACK HAWK Project No.	CATION FOR REIMBURSEMENT ( <i>Check</i> ving Payment to Non-Profit Organizations ving Payment to Farm Operators	1. Name Maiers and Hansen Properties, L.C. Subi. Address Street 4507 Chadwick Road	Cedar Falls, State IA Address 4507 Chadwick Road	Cedar Falls State IA		Self-Moves (Supported by receipted bills or other acceptable evidence of expenses.	କ କ	TOTAL OF ACTUAL MOVING EXPENSES		9 <del>9</del>	TOTAL OF ACTUAL REESTABLISHMENT EXPENSES	TUAL REASC	A. Receipted bills B. Time Spent in Search hours X \$ per hour	TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION	<ul> <li>MOVING COSTS BASED ON AVERAGE EARNINGS</li> <li>A. This payment is in lieu of Item (3), (4) and (5) of this claim.</li> <li>B. The payment shall be based upon a determination by the State that the Claims payment.</li> <li>C. Supported by proof of average annual net earnings for the two previous years. (Based on Net Business or Farm income tax figures for those years)</li> <li>TOTAL IN LIEU OF ACTUAL MOVING EXPENSES</li></ul>	7. PAYMENTS TO BE MADE TO: (if other than claimant) NAME & ADDRESS	Assignment(s) or other letters directing these payments shall be on file with: lowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010	<ul> <li>The amount of payment(s) claimed herein are Subject to Auc</li> <li>TOTAL AMOUNT OF THIS CLAIM</li> </ul>	CITY OF CEDAR FALLS USE ONLY RELOCATION SECTION APPROVALS 8/17/2020 Brian DePrez Relocation Advisor Date Relocation Payment Auditor Date	

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BUYER'S APPROVAL

By: Robert M Green, Mayor (date)

ATTEST:

By: Jacqueline Danielsen, MMC (date) City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, SS:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 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

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V	anto	1020 Wilbur Ave. PO BOX 2098 Waterloo, IA 50704 319-233-4604 - 800-728-4604 - Fax: 319-233-7514	Proposal #: 33170	
	signs inc.	605 Iowa Ave. W Marshalltown, IA 50158 641-752-6608 - 888-656-SIGN · Fax: 641-752-6968	te:	
		REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704	Page: 1 of 5	
SOLD TO:		TOB LOC	JOB LOCATION:	
6R C 45	GREENHILL FAMILY DENTAL 4507 CHADWICK RD CEDAR FALLS IA 50613		GREENHILL FAMILY DENTAL 4507 CHADWICK RD CEDAR FALLS IA 50613	
		REQU	REQUESTED BY: Bill Maiers	
NAGLE SIGNS INC ( LABOR NECESSARY	IS INC (HEREINAFTER CALLED THE ' ESSARY FOR THE COMPLETION OF	NAGLE SIGNS INC (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:	VISH ALL THE MATERIALS AND PERF	DRM ALL THE
ary 1	DESCRIPTION QUOTE #32389 POLE SIGN RELOCATION textured pole cover and Signs during construction hauled away. Price inclu finished overall height existing sign. New land Falls sign permit extra.	DESCRIPTION QUOTE #32389 POLE SIGN RELOCATION - Remove 4'x 10' lighted sign cabinet, 44''x 80'' EIFS textured pole cover and steel structure at ground level for storage at Nagle Signs during construction of roundabout. Masonry base will be destroyed and hauled away. Price includes new foundation and direct-bury steel sleeve for finished overall height of 15', concrete pad £nd comparable masonry detail as existing sign. New landscaping buffer, river rock, plantings by others. Cedar Falls sign permit extra.	UNIT PRICE \$4,104.33	TOTAL PRICE \$4,104.33
-	QUOTE #32392 TEMPORARY SIGNAGE - inside construction eas Full color graphics on b Greenhill Road. Include sign if needed.	QUOTE #32392 TEMPORARY SIGNAGE - 4'x 8' 2-sided MDO plywood sign built on lumber skid set inside construction easement for duration of roundabout construction project. Full color graphics on both sides, overall height 10' and set perpendicular to Greenhill Road. Includes sandbags for ballast so construction crew can move sign if needed.	\$1,188.49	\$1,188.49
1	QUOTE #32410 Provide and install new faces in 4'x 10' lighted o roundabout constructio all fluorescent lamps ar	QUOTE #32410 Provide and install new digitally printed graphics on white poly-carbonate faces in 4'x 10' lighted cabinet sign prior to structure being installed after roundabout construction in summer 2021, see Q#32389. Price includes replacing all fluorescent lamps and ballasts with new white LEDs and power supplies.	\$2,016.01	\$2,016.01
			SUB TOTAL:	\$7,308.83
			ESTIMATED SALES TAXES:	\$511.62
ALL MATERIAL IS GI SPECIFICATIONS SU	AL IS GUARANTEED TC ONS SUBMITTED FOR "	ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:	JANCE WITH THE DRAWINGS AND O ILIKE MANNER FOR THE SUM OF:	Ř
		TOTA	TOTAL PROPOSAL AMOUNT:	\$7,820.45
TERMS: 50. (INTEREST O	0% DOWN, BALANCE F 1.5% PER MONTH WILL B	TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION (INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)		
COMPANY INITIALS	JALS		CUSTOMER INITIALS	NITIALS

\* 10,164.59

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Had	MAN MAN	LAND

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Estimate

Date 6/15/2020

Green Hill Family Dental %Doug Hansen 4507 Chadwick Rd Cedar Falls, IA 50613 Project Landscaping Around Sign

Total	132.12T 44.64T 94.88T 48.25T 99.00T 99.00T 840.00		\$1,357.89	\$36.25	\$1,394.14
Cost	66.06 11.16 11.86 0.25 49.50 1.98 840.00		tal	Sales Tax (7.0%)	
Qty	- 50 193 - 50		Subtotal	Sales	Total
Description	Hydrangea, Little Quick Fire #5 Daylily, Bright Sunset #1 Grass, Karl Forester Feather Reed #1 Weed Barrier sq. ft. price Local River Rock price per ton Bullet Edging per linear ft. Labor	Contact Nate Lansing 226-6000 with questions.	Please call if you have any questions.		

319-226-6000 Fax 319-226-6003

3170 Wagner Rd. Waterloo IA 50703

Matthias Landscaping Co.

Item 14.

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Proposal

GREENHILL FAMILY DENTAL 4507 CHADWICK RD CEDAR FALLS, IA 50613

Greenhill Family Dental - Landscape [2020] 4507 Chadwick Rd Cedar Falls, IA 50613 Sales: Timila Shrestha

> Jul-15-2020 A21875 Est ID: Date:

Thank you for allowing Wapsie Pines to estimate your project. Please feel free to call or email us if you have any questions. If you would like to reserve a spot on our list, please sign and return this estimate at your earliest convenience. Labor and equipment costs include all applicable insurance and licensing costs. The material costs listed below Include shipping, waste, and warranty unless otherwise noted. Estimates do not include survey or engineering costs if needed.

Landscape Bed	Landscape Bed Around The Sign		\$1,536.42
	Construction (Crew Leader)		\$330.50
	Construction (Labor)		<b>\$590.64</b>
	Landscape Crew Transportation		\$202.50
	Landscape Mini Skid	Ditch Witch 1050	\$84.88
120 SF	Weed Barrier		\$50.40
1 Ton	River Rock - Cedar River Rock.		<b>\$45.00</b>
50 LF	Edging - Black Plastic		\$68.50
2 Each	Plants - Shrub - #2-#3	Includes 1 Year Warranty	\$80.00
5 Each	Plants - Ornamental Grass - #1	Does Not Include a Warranty	\$70.00
1 Each	Plants - Transplant The 6 Existing Daylilies To New Bed		\$14.00

	\$1,643.97
Wapsie Pines Lawn Care & Landscaping P.319-277-9400 5708 W Cadar Wanei Dd	wapsiepines.com

page 1 of 2

Cedar Falls, IA

50613

SIGNS & DESIGNS

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### 5600 Nordic Drive Cedar Falls, IA 50613

# Estimate

Estimate #	720-18	
Date	7/8/2020	

Name / Address	Greenhill Family Dentistry 4507 Chadwick Rd. Cedar Falls. IA 50613	

			Project
		L	
Description	Qty	Rate	Total
Removal of existing monument sign from 4507 Chadwick Road. Cedar Falls. This quote does not include the removal of the existing foundation below grade.	-	1.360.00	1.360.007
Disposal	1	200.00	200.00T
Sign storage during construction phase for cabinets to be reinstalled at a later time.	I	300.00	300.00T
Temporary signage curing construction phase. 4' x 8' signboard with printed graphic, mounted to green treated poles and frame. Installed.	*	650.00	650.00T
Build replacement metal skirt for existing EFIS skirt		1.630.00	1.630.00T
Installation of new footing, pole, skirt and existing cabinet in new location.		2.355.00	2.355.00T
Replacement of brick masonry Sales Tax		4.150.00 7.00%	4.150.00T 745.15
I accept the above prices and terms. and give authorization to proceed:			
Signature			
Printed name:Date:			
		Total	\$11.390.15
Phone #		Web Site	

thesignpcople.net

3192778829

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From:Brian DeVriesTo:Brian DePrezSubject:RE: RE: Sign Quote - ElectricalSubject:RE: RE: Sign Quote - IectricalDate:Friday, August 14, 2020 4:17:20 PMImage001.pngImage001.pngImage002.pngImage003.pngImage003.pngImage005.pngImage005.pngImage005.png

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Brian,

Our price would be \$950. This excludes trench restoration. Thanks,

Brian DeVries O: 319.277.0415 C: 319.269.3844



Cc: Brett Steinkamp <BSteinkamp@k-welectric.com>; Brian DePrez <bdeprez@snyder-From: Brian DePrez <bdeprez@snyder-associates.com> To: Brian DeVries <BDevries@k-welectric.com> Sent: Wednesday, August 12, 2020 2:57 PM associates.com>

Subject: RE: RE: Sign Quote - Electrical

Brian – I'm sure you're swamped just getting back but any update on the quote?

## **BRIAN DePREZ**

Real Estate Acquisition & Relocation Agent Snyder & Associates Right-of-Way Services, LLC Licensed Broker, State of Iowa & Nebraska SNYDER & ASSOCIATES. INC. From: Brian DeVries <BDevries@k-welectric.com>
Sent: Friday, July 31, 2020 12:13 PM
To: Brian DePrez <bdeprez@snyder-associates.com>
Cc: Brett Steinkamp <bsteinkamp@k-welectric.com>
Subject: FW: RE: Sign Quote - Electrical

Brian,

I do have the information. Can get you a price the week of the  $10^{
m th}.$  Going to be on vacation next Thanks, week.

Preparer Information: Kevin Rogers, City Attorney, 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 \_\_\_\_\_\_, 2020, by MAIERS & HANSEN PROPERTIES, L.C. ("Grantor"), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. <u>Restoration of Easement Area.</u> Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. <u>No Obstructions.</u> Grantor does hereby agree not to cause or permit any building or structure 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 that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

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Item 14.

4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. <u>Grantor's Use.</u> Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. <u>Liability for Damage.</u> Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, 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, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) <u>15</u> months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

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

GRANTOR: MAIERS & HANSEN PROPERTIES, L.C.
By: Willing Man
Name: WILLIAM C. MAIERS
Title:
State of )
County of BLACKE (HANNE)
This record was acknowledged before me on the ( day of , of MAIERS & Gommission Number 736424 BRIAN DEPREZ Commission Number 736424 My Commission Expires September 1, 2020 My commission expires: 9 - (-20)
By:
Name: DOUGLAS A. HANSEN
Title: SUNFL
State of Town )
County of BLACK AAWK )
This record was acknowledged before me on the <u>II</u> day of <u>August</u> , 20 <u>10</u> , by DOUGLAS A. HANSEN, as <u>ource</u> of MAIERS & HANSEN PROPERTIES, L.C.
BRIAN DEPREZ Commission Number 736424 My Commission Expires September 1, 2020 My commission expires: 9-(-20

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#### ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTEE**:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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

Notary Public in and for the State of Iowa

My Commission Expires:



#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 4616 Cedar Heights Drive Parcel Number: 32

#### County Tax Parcel No: 8913-29-126-005 Project Name: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Reorganized Church of Jesus Christ of Latter Day Saints, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Acquisition Plat (Exhibit A) See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

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

Agreed Performance	Date
on right of possession	
on possession and	60 days after Buyer approval
conveyance TOTAL LUMP SUM	
sg. ft. = square feet	-
sa. ft.	\$1,832.00
	\$ 0.00
	\$10,593.00
	5 0.00
	\$ 0.00
	5 0.00
	on right of possession on conveyance of title on surrender of possess on possession and conveyance TOTAL LUMP SUM sq. ft. = square feet sq. ft. sq. ft. 80sq. ft. sq. ft.

4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement

Page 1 of 3

Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

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

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

Reorganized Church of Jesus Christ of Latter Day Saints SELLER: STEVEN E. Graffer By: Name nen Seller State of County of This record was acknowledged before me on the day of 2020 by Servery as Reorganized Church of Jesus Christ of Latter Day Saints. ature of notarial officer MARK A. REITER Notary Public - Notary Seal State of Missouri Commissioned for Clay County Commission Expires: November 18, 2023 ame of notarial officer M١ Commission Number: 15387731 My commission expires Page 2 of 3

Item 14.

**BUYER'S APPROVAL** 

By:

Robert M Green, Mayor

ATTEST:

By:

Jacqueline Danielsen, MMC (date) 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.

(date)

Notary Public in and for the State of Iowa

My Commission Expires:

Page 3 of 3



Preparer Information: Kevin Rogers, City Attorney, 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 <u>August</u>, 2020, by REORGANIZED CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS ("Grantor"), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. <u>Restoration of Easement Area.</u> Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. <u>No Obstructions</u>. Grantor does hereby agree not to cause or permit any building or structure 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 that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. <u>Grantor's Use.</u> Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. <u>Liability for Damage.</u> Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, 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, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7<u>Expiration of Temporary Easement.</u> This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) <u>24</u> months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

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

GRANTOR: REORGANIZED CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS			
By:	Atren E. Fraffer		
Name:	STEVEN E. Graffes		
Title:	Bishop / Secretary		

State of Missavi County of Jaduan

This record was acknowledged before me on the 18 day of 2028, by Steven & Graffee, as Bidmp/Second Bidup Becre Ford of REORGANIZED CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS.

Signature of notarial officer



My commission expires: 11/19/23

MARK A. REITER Notary Public - Notary Seal State of Missouri Commissioned for Clay County My Commission Expires: November 18, 2023 Commission Number: 15387731

#### ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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

Notary Public in and for the State of Iowa

My Commission Expires:



Item 14.

WHEN RECORDED RETURN TO: City Clerk – City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613

3 S

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, 1A 50613

#### PUBLIC UTILITY EASEMENT AGREEMENT

SLR FARMS, LLC, 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 under, through, and across the following described real estate:

See Exhibit A Plat and Legal Description Attached.

(the "Easement Area")

1. <u>Purpose</u>. The above described easement is granted unto the City for the purpose of constructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements: any and all public utilities, including, but not limited to, water, electrical, sanitary sewer, storm sewer, communications.

2. <u>Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited</u>. 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.

3. <u>Change of Grade Prohibited</u>. 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.

4. <u>Right of Access</u>. 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.

5. <u>Property to be Restored</u>. 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 fencing, structures or other obstructions). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. <u>Liability</u>. Except as may be caused by the negligent acts or omissions of the City, its officers, employees, or agents, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, or for property damage or to any improvements or obstructions thereon resulting from the City's access to or use of this Easement. Grantor agrees to indemnify and hold City, its officers, employees and agents harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees or agents.

7. <u>Easement Benefit</u>. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

8. <u>Easement Runs with Land</u>. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, transferees, successors and assigns.

9. <u>Approval by City Council</u>. This Easement 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 Agreement by the City Clerk.

10. <u>Existing Structures, Plantings and Fencing</u>. 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 at the City's sole discretion. Grantor further acknowledges 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, and fencing removed from within the Easement Area.

11. <u>Title.</u> Grantor does hereby covenant that Grantor holds said Easement Area by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

12. <u>Existing Easements.</u> City acknowledges that the grant of the Easement is subject to any and all easements of record, if any, in existence as of the date of the sale, grant and conveyance herein.

IN WITNESS WHEREOF, Grantor and Grantee have ex day of, 2022	By: <u>Steve Rieger</u> Its: <u>President</u>
STATE OF IOWA ) ) ss: COUNTY OF BLACK HAWK )	
This record was acknowledged before me on this	as PRESCOCNT
BRIAN DEPREZ Commission Number 736424 My Commission Expires September 1, 2023	Notary Public in and for the State of Iowa

#### ACCEPTANCE OF PUBLIC UTILITY EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_.

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

а. ж<sub>а</sub>

Jacqueline Danielsen, MMC, City Clerk

#### IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY Project no, _	BLACK HA	AWK	STATE CON	TROL NO.	35	
SECTION	29	TOWNSHIP	89	RCEL NU, RANGE	13	
ROW-FEE	S.F.	EASE 0.14 AC	6.253 S.F.	EXCESS-FEE		S.F.
ACCESS RIGHTS						
ACCESS RIGHTS			_ ~ STA	SIDE	ROAD	S 1 D E
ACQUIRED FROM	SLR FARMS					

CITY OF CEDAR FALLS, IOWA EASEMENT ACQUIRED FOR PUBLIC UTILITY EASEMENT

5 × 1° +

- 8



PUBLIC UTILITY EASEMENT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5<sup>TH</sup> P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29; THENCE SOUTH 0°28'17" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 120.00 FEET; THENCE NORTH 89°31'22" EAST, 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF CEDAR HEIGHTS DRIVE; THENCE SOUTH 0°28'17" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 38.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°10'11" EAST, 113.88 FEET; THENCE NORTH 72°51'37" EAST, 155.46 FEET; THENCE SOUTH 61°10'11" WEST, 283.12 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 0°28'17" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 35.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 AC. (6,253 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

-

#### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: Parcel Number: 35 County Tax Parcel No: 8913-29-326-005 Project Name: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between SLR FARMS, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Acquisition Plat (Exhibit A) See Attached Acquisition Plat Permanent Utility Easement (PUE) See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

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

Payment Amount	Agreed Performance	Date	
\$	on right of possession		
\$	on conveyance of title		
\$	on surrender of possession		
\$ 30,750.00	on possession and	60 days after Buyer approval	
	conveyance		
\$ 30,750.00	TOTAL LUMP SUM – Payment to be made after January 1, 2021 to Seller		
24 - 20	unless requested prior by Selle	r to Buyer in writing	

BREAKDOWN: ac. = ac	res sq.	ft. = square feet	
Land by Fee Title	9,640	sq. ft.	\$21,600.00
Underlying Fee Title	0	sq. ft.	\$ 0.00
Temporary Easement	9,518	sq. ft.	\$7,010.00
Permanent Easement	6,253	sq. ft.	\$2,140.00
Buildings			\$ 0.00
Severance Damages			\$ 0.00

4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement

Page 1 of 3

Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

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

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

SELLER: SLR FARMS, LLC 9-/0-20 Date Rieger State of nck (Low)k County of This record was acknowledged before me on the O day of , 2020 by STEVEN L. RIGER as PRESIDENT of SLR FARMS, LLC. Signature of notarial officer Brian **BRIAN DEPREZ** Printed name of notarial officer Commission Number 736424 My Commission Expires 9-1-2023

My commission expires

September 1, 2023

Page 2 of 3

BUYER'S APPROVAL

ATTEST:

1

By: \_\_\_\_\_\_\_ Jacqueline Danielsen, MMC (date) City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

My Commission Expires:

Notary Public in and for the State of Iowa

Page 3 of 3

#### IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

SECTION 2 ROW-FEE 0.22 AC	BLACK HAWK STBG-SWAP-11850SG-Ø7 9 TOWNSHIP 9,639S,F. EASE ACOUIRED STA ACOUIRED STA SLR FARMS LLC	PARCEL 89 S.F. EXCE - STA	ND. 35 RANGE 13 SSS-FEE	SIDE
NW Corner NE1/4 SW1/ Sec 29-69-13 FND PK Hedd of Nail Missing Ex Corner Cert BK 20 Ties Check		4°E 1,324.38	NE CORNER NI SEC 29- Ex Corner Co	Плу R/ж E1/4 SW1/41CENTER1 89-13 FND MAG NAIL rt Вк 2003 Pg 6765 Tios Check
HE I GHT.	HUNTINGTON ROAD		5" <u>E 92.71</u>	27+54,64 305.74
CEDAR Sooser176 Sooser176 Sooser Sooser176 Sooser Sooser176 Sooser Sooser176 Sooser Sooser176 Sooser Sooser176 Sooser Sooser176 Sooser Sooser Sooser176 Sooser Soos	10 11 W 113. 88 \26+96.02 174.	28		
Sw Corner NE1/4 Sec 29-89-13 FN Ex Corner Cert Ties Check	SW1/4 3/4" Pipe 3k 2009 Pg 8576			
TERRY TERRY 1B643	I hereby certify that this land s was prepared and the related surv performed by me or under my direc professional Land Surveyor under State of lowa.	ticensed the laws of the E: Ber 31, 2021	<ul> <li>▲ FOUND SECTIC CORNER</li> <li>■ FOUND RIGHT WAY RAIL</li> <li>● FOUND AS NOT</li> <li>● SET 1/2" REE YELLOW PLAST #18643</li> <li>● 25'</li> </ul>	
DATE REVISED	MARCH 17, 2020 DECEMBER 03, 2019	SCALE_		

FEE GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5<sup>TH</sup> P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29; THENCE SOUTH 0°28'17" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 120.00 FEET; THENCE NORTH 89°31'22" EAST, 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF CEDAR HEIGHTS DRIVE AND TO THE POINT OF BEGINNING; THENCE NORTH 20°58'19" EAST ALONG SAID EAST RIGHT-OF WAY LINE, 63.64 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HUNTINGTON ROAD; THENCE SOUTH 89°42'04" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 153.77 FEET; THENCE NORTH 84°08'05" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 92.71 FEET; THENCE SOUTH 72°51'37" WEST, 176.53 FEET; THENCE SOUTH 61°10'11" WEST, 113.88 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 0°28'17" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 38.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.22 AC. (9,639 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"



PUBLIC UTILITY EASEMENT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5<sup>TH</sup> P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

1

100


Preparer Information: Kevin Rogers, City Attorney, 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 \_\_\_\_\_\_, 2020, by SLR FARMS, LLC ("Grantor"), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. <u>Restoration of Easement Area.</u> Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. <u>No Obstructions.</u> Grantor does hereby agree not to cause or permit any building or structure 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 that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. <u>Grantor's Use.</u> Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. <u>Liability for Damage.</u> Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, 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, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. <u>Expiration of Temporary Easement</u>. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) <u>15</u> months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

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

GRANT	OR: SLR FARMS, LLC
By:	St Riegen
Name:	Steve Riego/
Title:	President SLR Forms LLL

State of <u>Jana</u>) County of <u>Black Hamic</u>)

This record was acknowledged before me 20 Aby <u>31222</u> Record SLR FARMS, LLC.	e on the <u>10</u> day of <u>Sout</u> , , as <u>president</u> of
	Signature of notarial officer
BRIAN DEPREZ Commission Number 736424 My Commission Expires September 1, 2023	[My commission expires: 9-1.23]

3

# ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

- a - r

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:



# EDARTMENT 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, City Engineer, PE
- **DATE:** October 1<sup>st</sup>, 2020
- SUBJECT: Mandalay Slope Stabilization Project Project No. MC-091-3218 Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Peterson Contractors, Inc for the construction of the Mandalay Slope Stabilization Project.

The Department of Public Works recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the Mandalay Slope Stabilization Project. This project involves the restoration and slope stabilization of the slope occurring in a public storm sewer easement between 1622 Mandalay Drive and 1710 Mandalay Drive, Cedar Falls, IA. In addition to the slope stabilization, the project will adjust and reset storm sewer structures as well as subgrade drainage connections to the storm sewer.

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

xc: Chase Schrage, Director of Public Works Brett Armstrong, Civil Engineer I

# FORM OF CONTRACT

This Contract entered into in <u>quadruplicate</u> at Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and <u>Peterson Contractors, Inc.</u> of <u>104 Blackhawk St., Reinbeck, IA 50669</u>, hereinafter called the Contractor.

#### WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: MANDALAY SLOPE STABILIZATION PROJECT, Project No. MC-091-3218 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the October 21, 2020 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. MC-091-3218 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract

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

herein written.

PETERSON CONTRACTORS INC.

Contractor

CITY OF CEDAR FALLS, IOWA

By\_\_\_\_\_ Robert M. Green

Attest:

Jacqueline Danielsen, MMC City Clerk

# Performance, Payment and Maintenance Bond

SURETY BOND NO. 107297202

KNOW ALL BY THESE PRESENTS:

That we, Travelers Contractors, Inc. Travelers Casualty and Surety Company of America OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Sixt Thousand, Six Hundred Eleven and 00/100------

(\$\_106,611.00), 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 \_\_\_\_\_\_, 2020, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

# Mandalay Slope Stabilization Project Project MC-091-3218

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:

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

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

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

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

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

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

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

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

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

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

# Project No. MC-091-3218

/itness our hands, in triplicate, this	day of, 2020.
Surety Countersigned By:	PRINCIPAL:
Not Required	Peterson Contractors, Inc.
Signature of Agent	By: Contractor piesidentire
Printed Name of Agent	Title
	SURETY:
Company Name	
Company Address	Travelers Casualty and Surety Company of America Surety Company By:
City, State, Zip Code	Signature Attorney in-Fact Offic er & IA Resident Agent Anne Crowner
Company Telephone Number	Printed Name of Attorney-in-Fact Officer & IA Resident Agent
	Holmes, Murphy and Associates, LLC Company Name
FORM APPROVED BY:	2727 Grand Prairie Parkway Company Address
Γυκίνι Αγγκυ γ ευ d I :	Waukee, IA 50263 City, State, Zip Code
Attorney for Owner	(515) 223-6800 Company Telephone Number

# NOTE:

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

ltem 15.



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

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Anne Crowner of Waukee

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

Ranev Senior Vice President On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said

By:

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

My Commission expires the 30th day of June, 2021

Companies by himself as a duly authorized officer.



This Power of Attomey is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this



Kevin E. Hughes, Assistant Secretary

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

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PETECON-02

A		EF	RLI	FICATE OF LIA	<b>BILITY IN</b>	SURAN	CE	DATE	() Item 15. <b>/26/2020</b>
	HIS CERTIFICATE IS ISSUED AS A							TE HO	LDER. THIS
В	ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	SUR/	ANCE	DOES NOT CONSTITUT					
lf	IPORTANT: If the certificate holder SUBROGATION IS WAIVED, subjection subjection of the subjection of the subjection of the subject of the su	t to	the	terms and conditions of th	he policy, certain	policies may			
PRO	DUCER				CONTACT NAME:				
	Financial Services Main St			F	PHONE (A/C, No, Ext): (319)		FAX (A/C, No)	:	
	ar Falls, IA 50613			Ĕ	E-MAIL ADDRESS: info@m	ylsb.com			
					IN	SURER(S) AFFO	RDING COVERAGE		NAIC #
				I	NSURER A : Green	wich Insura	nce Company		37885
INSU	IRED				NSURER B : Nation	al Fire & Ma	rine		20079
	Peterson Contractors, Inc.						ance Company		22322
	PO Box A/104 Blackhawk St Reinbeck, IA 50669			<u> </u>	NSURER D : Zurich	American I	ns Co		16535
	Rembeck, IA 50005			1	NSURER E :				
				I	NSURER F :				
CO	VERAGES CER	TIFI	CATI	E NUMBER:			REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQU PER	IREM	ENT, TERM OR CONDITION , THE INSURANCE AFFORDE	OF ANY CONTRA	CT OR OTHER	R DOCUMENT WITH RESP ED HEREIN IS SUBJECT	ECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBF WVD	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ	
A	X COMMERCIAL GENERAL LIABILITY				(		EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR	x	x	CGD7459902	7/1/2020	7/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	X Blanket Contractual						MED EXP (Any one person)	\$	10,000
	X XCU Coverage						PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:							\$	
<b>A</b>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ANY AUTO			CAS7459903	7/1/2020	7/1/2021	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS   HIRED HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident PROPERTY DAMAGE (Per accident)	) \$ \$	
								\$	
В	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000
	X EXCESS LIAB CLAIMS-MADE			42-XSF-100514-05	7/1/2020	7/1/2021	AGGREGATE	\$	1,000,000
	DED RETENTION \$							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N / A		CWD7459901	7/1/2020	7/1/2021	E.L. EACH ACCIDENT	\$	1,000,000
							E.L. DISEASE - EA EMPLOYE	E \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		1,000,000
D	Equipment Floater			CPP9267064-10	7/1/2020	7/1/2021	Leased/Rented Equipm	ו	5,000,000
D	Equipment Floater			CPP9267064-10	7/1/2020	7/1/2021	Cargo		2,500,000
DES RE: City	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI J8899, Mandalay Slope Stabilization of Cedar Falls as Additional Insured pe orsement attached.			D 101, Additional Remarks Schedule,	, may be attached if mo	re space is requir	ed)	ental In	

CERTIFICATE HOLDER	
City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Jack Courcell
ACOPD 25 (2016/03)	© 1988-2015 ACOPD COPPORATION All rights re 160

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#### **ENDORSEMENT #029**

This endorsement, effective 12:01 a.m., July 1, 2020, forms a part of

Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### Name of Person or Organization:

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

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

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

#### 2. Exclusions

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 site 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 other terms and conditions remain unchanged.

#### **ENDORSEMENT #030**

This endorsement, effective 12:01 a.m., July 1, 2020, forms a part of

Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### Name of Person or Organization:

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

#### Location and Description of Completed Operations:

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

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

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

All other terms and conditions remain unchanged.

#### **ENDORSEMENT #03%**

This endorsement, effective 12:01 a.m., July 1, 2020, forms a part of

Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

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

# **GOVERNMENTAL IMMUNITIES ENDORSEMENT**

# CITY OF DES MOINES, IOWA CITY OF CEDAR RAPIDS, IOWA CITY OF CORALVILLE, IOWA CITY OF CEDAR FALLS, IOWA CITY OF DUBUQUE, IOWA

This endorsement modifies Insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

1. Cancellation and Material Change

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

2. Additional Insured

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

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Page 1 of 2

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

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

All other terms and conditions of this policy remain unchanged.

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Page 1 of 2

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# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

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

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

Endorsement Effective July 1, 2020

Policy No. CWD7459901

Endorsement No.

Insured PETERSON CONTRACTORS, INC.

Insurance Company XL Specialty Insurance Company Countersigned by \_\_\_

WC 00 03 13 (Ed. 4-84)

Depart	W-9 Dctober 2018) ment of the Treasury Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
	Pefer	on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/o	isregarded entity name, if different from above	
s on page 3.	Check appropria following seven b Individual/solution single-member	proprietor or 🗹 C Corporation 🗌 S Corporation 🔲 Partnership 🔲 Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
Print or type. Specific Instructions on page	Limited liabilit Note: Check LLC if the LLC another LLC 1	y company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	Exemption from FATCA reporting code (if any)
ecific	Other (see ins	from the owner should check the appropriate box for the tax classification of its owner. tructions) ►	(Applies to accounts maintained outside the U.S.)
See Sp	5 Address (numbe 104 B 6 City, state, and 2 Lin be	lackhawk st Po Box A	nd address (optional)
		ber(s) here (optional)	£
Pa	tl Taxpa	ver Identification Number (TIN)	
		propriate box. The TIN provided must match the name given on line 1 to avoid individuals, this is generally your social security number (SSN). However, for a	eurity number

resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN. later. Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and

or Employer identification number 4 6 0 5

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpaver identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

Number To Give the Requester for guidelines on whose number to enter.

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II. later.

		/				1			
Sign Here	Signature of U.S. person ►	6	SØ	$\mathcal{Q}$	Rel	1	etterson	Date 🕨	9-1420
		-				0			

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

# Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- · Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- · Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If vou do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Item 15



# 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:** Chase Schrage, Director of Public Works
- DATE: September 24, 2020
- SUBJECT: Highway 58 & Ridgeway Avenue Reconstruction Predesign Agreement #: 2020-P-126 DOT Project: NHSX-027-7(3)—2H-07 City Project: RC-294-3250

On December 3<sup>rd</sup>, 2018 the City entered into a developmental agreement with VEREIT Real Estate (Mills Fleet Farm) for the development in the southwest corner of Highway 58 and Ridgeway Avenue.

As part of the agreement, public improvements were necessary to accommodate for the future traffic volumes of the development. At this time, the City was coordinating with the lowa Department of Transportation on planned improvements for Highway 58 from Ridgeway Avenue south to Highway 20.

In 2019 the City had completed the first of two phases of improvements along Ridgeway Avenue. Phase 2 improvements as outlined in the agreement with VEREIT would include the area from Nordic Drive east to Highway 58. The attached preconstruction agreement is for the improvements needed at Hwy 58 and Ridgeway Avenue including upgrading the pavement and traffic signal. Additionally, this will include the widening of Ridgeway Avenue west to Nordic Drive, including a traffic signal at Nordic Drive.

The predesign agreement identifies the construction funding participation of the City and the State. Attached is the proposed agreement, indicating the estimated construction costs as shown below.

- City of Cedar Falls \$1,921,771.34
- Iowa Department of Transportation \$4,968,449.12

The Iowa Department of Transportation will be the lead on this project and all work will fulfill our agreement with VEREIT Real Estate(attached Exhibit B). Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY22-FY24 under item number 133.

Before bidding the project, the City and State must execute a preconstruction agreement. In the future, staff will bring forward the preconstruction agreement that will further define project responsibilities and cost sharing.

The Public Works department has reviewed this agreement. Staff recommends that the City Council approve and execute the attached Iowa Department of Transportation Preconstruction Agreement for the construction of Iowa Highway 58/Ridgeway Ave.

Please feel free to contact me with questions or for additional information.

Xc: David Wicke, PE, City Engineer

July 2014

#### IOWA DEPARTMENT OF TRANSPORTATION Predesign Agreement For Primary Road Project

County	Black Hawk
City	Cedar Falls
Project No.	NHSX-027-7(3)2H-07
lowa DOT	
Agreement No.	2020-P-126
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Cedar Falls, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 27, also known as IA 58, within Black Hawk County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

#### 1. Project Information

a. The DOT will design, let, obtain necessary Right-of-Way (ROW) and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Portland Cement Concrete (PCC) pavement reconstruction on Iowa 27 from U.S. 20 to Ridgeway Avenue in Cedar Falls. The work will include reconstruction of Ridgeway Avenue, intersection improvements at Ridgeway Avenue and the US 20 ramp terminals, and traffic signal installations. (See Exhibit A for location.)

b. The LPA will be responsible for the design effort associated with the LPA requested improvements on or along Ridgeway Avenue; reconstruction, trail improvements, lighting, replacement of the Reinforced Concrete Box (RCB), traffic signalization at Nordic Drive, etc. from Nordic Drive to east of lowa 27.

#### 2. Funding Sources

a. The following funding sources have been identified for the project construction costs (See Exhibit B):

City of Cedar Falls	\$1,921,771.34
DOT	\$4,968,449.12
TOTAL Funding	\$6,890,220.46

#### 3. Traffic Control

a. Iowa 27 and Ridgeway Avenue through-traffic will be maintained during the construction.

July 2014

#### 4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. The LPA has apprised itself of the value of these lands, and as a portion of their participation in the project, voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- f. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT.

#### 5. Construction & Maintenance

- a. A future Preconstruction Agreement will be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.
- b. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

#### 6. General Provisions

a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the

2020-P-126\_CedarFalls.docx

#### July 2014

proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by lowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2020-P-126 as of the date shown opposite its signature below.

# **CITY OF CEDAR FALLS:**

By: Title:	Mayor	Date	, 20
I,		, certify that I am the Clerk	of the City, and that
		, who signed said A	greement for and on behalf of
the Cit	y was duly authorized to execute the se	ame on the day of	, 20
Signeo	d: City Clerk of Cedar Falls, Iowa		

# IOWA DEPARTMENT OF TRANSPORTATION:

By:

\_\_\_\_\_, 20\_\_\_\_,

Ejon Ranney District Engineer District 2



# **Estimate Items Report**

Version D02-Design Field Exam Project NHSN-027-7(3)--2R-07

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
City Roadway	/ Items				SubTotal:	\$1,709,176.47	City Responsibility
2115-0100000	MODIFIED SUBBASE	CY	3,500.000	\$42.00	\$0.00	\$147,000.00	
2301-1033100	STD/S-F PCC PAV'T, CL C CL 3, 10"	SY	11,890.000	\$50.00	\$0.00	\$594,500.00	
2301-4875006	MEDIAN, PCC, 6"	SY	380.000	\$85.00	\$0.00	\$32,300.00	
2435-0250700	INTAKE, SW-507	EA	6.000	\$6,000.00	\$0.00	\$36,000.00	
2503-0110024	STORM SWR GRAVITY MAIN, TRENCHED,	LF	200.000	\$110.00	\$0.00	\$22,000.00	
2510-6745850	RMVL OF PAV'T	SY	7,200.000	\$10.00	\$0.00	\$72,000.00	
2511-6745900	RMVL OF SIDEWALK	SY	550.000	\$10.00	\$0.00	\$5,500.00	
2511-7526006	SIDEWALK, PCC, 6"	SY	1,050.000	\$70.00	\$0.00	\$73,500.00	
2523-0000100	LIGHTING POLE	EA	20.000	\$5,000.00	\$0.00	\$100,000.00	
2528-8445110	TRAFFIC CONTROL	LS	1.000	\$100,000.00	0.00 %	\$100,000.00	
2533-4980005	MOBILIZATION	LS	1.000	\$100,000.00	0.00 %	\$100,000.00	
2599-9999005	TRAFFIC SIGNALS	EA	1.000	\$200,000.00	\$0.00	\$200,000.00	
PCT-000	GENERAL (000)	% of Project	1,509,176.470	15.00 %	0.00 %	\$226,376.47	
Roadway Iter	ns				SubTotal:	\$4,604,011.76	DOT Responsibility
2115-0100000	MODIFIED SUBBASE	CY	13,080.000	\$42.00	\$0.00	\$549,360.00	
2122-5190010	PAVED SHLD, PCC, 10"	SY	8,750.000	\$50.00	\$0.00	\$437,500.00	
2301-1033100	STD/S-F PCC PAV'T, CL C CL 3, 10"	SY	25,650.000	\$50.00	\$0.00	\$1,282,500.00	
2301-4875006	MEDIAN, PCC, 6"	SY	3,310.000	\$85.00	\$0.00	\$281,350.00	
2435-0250700	INTAKE, SW-507	EA	8.000	\$6,000.00	\$0.00	\$48,000.00	
2503-0110024	STORM SWR GRAVITY MAIN, TRENCHED,	LF	500.000	\$110.00	\$0.00	\$55,000.00	
2505-4008410	STEEL BEAM G'RAIL BAR TRANS SECT, BA	EA	4.000	\$2,400.00		\$9,600.00	
2505-4021720	STEEL BEAM G'RAIL TGNT END TERM, BA- 205	EA	4.000	\$2,800.00		\$11,200.00	
2510-6745850	RMVL OF PAV'T	SY	33,180.000	\$10.00	\$0.00	\$331,800.00	
2511-6745900	RMVL OF SIDEWALK	SY	90.000	\$10.00	\$0.00	\$900.00	
2513-0001020	CONC BARRIER, BA-102	LF	400.000	\$100.00		\$40,000.00	
2528-8445110	TRAFFIC CONTROL	LS	1.000	\$186,000.00	0.00 %	\$186,000.00	
2533-4980005	MOBILIZATION	LS	1.000	\$186,000.00	0.00 %	\$186,000.00	
2599-9999005	TRAFFIC SIGNALS (EB RAMPS AND RIDGEWAY AVE.)	EA	2.000	\$250,000.00		\$500,000.00	

Report Date: 4/15/2020 9:04:46 AM

# **Estimate Items Report**

Version D02-Design Field Exam Project NHSN-027-7(3)--2R-07

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
2599-9999010	TYPE 'B' SIGNING	LS	1.000	\$50,000.00	\$0.00	\$50,000.00	
PCT-000	GENERAL (000)	% of Project	4,232,011.760	15.00 %	0.00 %	\$634,801.76	
					Total:	\$6,313,188.23	

# **Estimate Items Report**

Version B01-Field Exam (D02) Project NHSN-027-7(6)--2R-07

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
Design No. 222 - 10 x 6 RCB, Ridgeway Avenue (City of CF)				SubTotal:		\$212,594.87	
2104-2710020	EXCAVATION, CL 10, CHANNEL	CY	140.000	\$10.00	\$0.00	\$1,400.00	
2402-2720000	EXCAVATION, CL 20	CY	1,000.000	\$22.00	\$0.00	\$22,000.00	
2403-0100020	STRUCT CONC (RCB CULV)	CY	130.000	\$600.00	\$0.00	\$78,000.00	
2404-7775000	REINFORC STEEL	LB	22,900.000	\$1.40	\$0.00	\$32,060.00	
2501-8400172	TEMP SHORING	LS	1.000	\$20,000.00	\$0.00	\$20,000.00	
2507-3250005	ENGINEER FABRIC	SY	270.000	\$3.00	\$0.00	\$810.00	
2507-6800061	REVETMENT, CLASS E	TON	380.000	\$50.00	\$0.00	\$19,000.00	
2599-9999010	CULVERT REMOVAL	LS	1.000	\$10,000.00	\$0.00	\$10,000.00	
2599-9999010	STAGING	LS	1.000	\$10,000.00	\$0.00	\$10,000.00	
PCT-000-000	MOBILIZATION (000-000)	% of Project	212,594.870	9.09 %	0.00 %	\$19,324.87	
Design No. 122 - 12 x 8 RCB IA 27/58					SubTotal:	\$364,437.36	
2104-2710020	EXCAVATION, CL 10, CHANNEL	CY	200.000	\$10.00		\$2,000.00	
2402-2720000	EXCAVATION, CL 20	CY	1,400.000	\$22.00		\$30,800.00	
2403-0100020	STRUCT CONC (RCB CULV)	CY	236.000	\$600.00		\$141,600.00	
2404-7775000	REINFORC STEEL	LB	45,700.000	\$1.40		\$63,980.00	
2501-8400172	TEMP SHORING	LS	1.000	\$50,000.00		\$50,000.00	
2507-3250005	ENGINEER FABRIC	SY	310.000	\$3.00		\$930.00	
2507-6800061	REVETMENT, CLASS E	TON	440.000	\$50.00		\$22,000.00	
2599-9999010	CULVERT REMOVAL	LS	1.000	\$10,000.00		\$10,000.00	
2599-9999010	STAGING	LS	1.000	\$10,000.00		\$10,000.00	
PCT-000-000	MOBILIZATION (000-000)	% of Project	364,437.360	9.09 %	6.04 %	\$33,127.36	
I					Total:		



Item 16.

#### Item 17.



# DEPARTMENT OF COMMUNITY DEVELOPMENT

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

# MEMORANDUM

Planning & Community Services Division

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Karen Howard, AICP, Planning & Community Services Manager
- DATE: October 1, 2020

# **SUBJECT:** Temporary Wheat-Pasting Murals in the College Hill Business District

- REQUEST: Request to approve a College Hill Neighborhood Overlay District Site Plan for multiple temporary mural installations in the College Hill Business District (Project #DR20-005)
- PETITIONER: UNI Students / Bettina Fabos, Professor Interactive Digital Studies Program
  - LOCATION: Multiple locations in the College Hill Business District

# PROPOSAL

The City has received a request for a College Hill Neighborhood Overlay Zone façade review to allow the installation of temporary wheatpasted murals in three different locations in the College Hill Business District, as per the attached proposal. The intent of the project is to promote Fortepan Iowa's relaunch and to support healthy COVID-19 habits. Using historic images from the Fortepan archive, which focuses on collecting and preserving casual snapshots of daily life in Iowa, the photos will be modified to show face masks on the people in two of the photos. These images would be wheatpasted on three buildings on College Hill: the north facade of Octopus at 2205 College Street; the east façade of Li'l Bigs at 2210 College Street; and the south façade of Copyworks at 2227 College Street. These locations are the same as the previous mural installation in 2019.

The murals are made of a biodegradable, non-destructive art form called wheatpasting, which adheres large prints of paper to the exterior facades of buildings. These installations do not permanently alter the façades of the building and can be removed by power washing.

# BACKGROUND

A similar mural installation was installed in 2019. It was well-received in the community and brought interest to the College Hill Business District. Bettina Fabos, Professor of Interactive Digital Studies at UNI will be working with a group of seven students to give them real world experience in the art form and in promoting public art as community building.

# <u>ANALYSIS</u>

Staff notes that while this proposal is for a temporary installation of public art, it is worthy of Planning & Zoning Commission discussion and recommendation. The locations are all within the College Hill Neighborhood Overlay Zoning District, which requires review of murals by the Planning & Zoning Commission and the City Council.

The applicable section of the College Hill Overlay Zoning District review standards for the commercial district, states in relevant part, *"Exterior mural wall drawings, painted artwork and exterior painting of any structure within the commercial district shall be subject to review by the Planning and Zoning Commission and approval by the City Council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district."* 

The proposed installation is similar to the project completed last year. Staff is supportive of this temporary installation as a positive effort during the ongoing pandemic. The proposal is an excellent example of public art used for community building. The wheatpastings are consistent with the intent of the ordinance, given these images are not painted or otherwise permanently affixed to building facades and can be removed by power washing them off at any time deemed appropriate due to deterioration or for any other reason determined by the property owner.

In the submitted proposal it notes the importance of encouraging habits that will prevent the spread of the COVID-19 virus, such as wearing a mask. These images will be placed on walls that will be easily visible along walking routes in College Hill. Staff finds that the proposal is consistent with the purpose of the College Hill Neighborhood Overlay, as stated in the zoning ordinance to ensure that the area is developed *"in a manner that complements the University of Northern Iowa campus, promotes community vitality and safety and strengthens commercial enterprise."* Staff also note the importance of public art in community building and find that the proposal is an excellent example of using art to promote public safety through positive images.

# RECOMMENDATION

At their meeting on September 23, on a vote of 9-0, the Planning and Zoning Commission recommended approval of DR20-005, a proposal to install wheatpasted murals on three building facades in the College Hill Business District. Community Development staff also recommends approval.

# PLANNING & ZONING COMMISSION

Discussion/Vote 9/23/2020 Chair Holst introduced the item and Ms. Howard provided background information. She explained that the proposal was submitted by UNI professor, Bettina Fabos, and several of her students to install wheatpasted photo images on several building facades in the College Hill Business District. Images will be of daily life activities in lowa from the Fortepan lowa photo archive. In addition, to encourage healthy practices during the pandemic, several of the photos will be modified to show several people wearing face masks. Staff recommends approval of the project.

Bettina Fabos, presented her student, Sierra, to give background on the proposed project, noting that the updates would not only promote mask wearing and safe habits, but it would promote the relaunch of Fortepan Iowa.

Kathryn Sogard of the College Hill Partnership stated that they are fully in support of the wheatpastings and welcome any opportunity to work with the University.
Ms. Prideaux made a motion to approve the item. Mr. Leeper seconded the motion. The motion was approved unanimously with 9 ayes (Adkins, Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays.

07 September 2020

FROM: Bettina Fabos, Professor of Interactive Digital Studies Fortepan Iowa 326 Lang Hall, University of Northern Iowa Cedar Falls <u>fabos@uni.edu</u> 319 505 0178

TO: Karen Howard City of Cedar Falls planning@cedarfalls.com

### Fortepan Iowa Requests Approval for Wheat Pasting Campaign

Dear Karen Howard and the City of Cedar Falls:

I am writing on behalf of Fortepan Iowa for permission to start a wheat pasting campaign on College Hill. This is a project we are looking to have done as soon as we can. The aim of this plan is to make an artistic appeal to our community, to promote Fortepan Iowa's relaunch, and to support healthy COVID-19 habits.

We have a great need for positive COVID-19 messaging on College Hill at this time. With many college students heading to the Hill over the weekend, we have seen many not wearing masks or social distancing, which is unsafe in the current pandemic as it promotes unhealthy habits. With COVID-19 being such an issue (in Iowa especially), Fortepan Iowa is looking to coordinate with the College Hill Partnership and the City of Cedar Falls to support positive and safe COVID-19 practices.

With prior permission from the building owners or the Octopus, Copyworks, Li'l Bigs, and the College Hill Partnership, the Fortepan Iowa team has created mockups with images from the website. The team is currently working to spread the good COVID-19 messaging by placing masks on the people in two of the pictures. Our team has selected one image per building (see Appendix). The images have a whimsical feel so as to push wearing masks and social distancing in a way that makes it casual. The images are to be placed on walls that are easily seen to those walking on the Hill.

The other huge reason Fortepan Iowa is looking to wheat paste on the Hill at this time is due to our relaunch we are hoping to have up by November 1. The wheat paste campaign promotes our public project and enlivens the community with family snapshots of Iowa life. Fortepan Iowa is a project dedicated to the celebration of Iowans and our communities. By wheat pasting images from the database, we can introduce locals to our project and get them excited about their Iowa roots and what the photo archive has to offer.

Our Fortepan Iowa team is also working with a class of seven students from the University of Northern Iowa to help in this endeavor. They are currently working to help prepare the archive for the relaunch and edit images for the wheat pastings. This project will help them gain real-world experience and learn how to go through public channels to make a project successful.

Thank you for your consideration,

Sincerely,

Bettina Fabos and the Fortepan Iowa Team

### Appendix



"Ping Pong Girls" on the side of the Octopus. LOCATION. 2205 College Street **Cedar Falls**, IA, 50613 Owner David Deibler has approved this installation.



"Window Woman" on the side of Copyworks. LOCATION: 2227 College St. **Cedar Falls**, IA 50613 Owner Jon Gulick and store manager Jon Laity have approved this installation.



"Playground" on the back of Li'l Bigs. LOCATION: 2210 College St, Cedar Falls, IA Manager Kyle Dhemlow has approved of this installation.



### **College Hill Partnership**

2304 College Street PO Box 974 Cedar Falls, Iowa 50613

Phone: 319-273-6882 collegehillpartnership@gmail.com www.collegehillpartnership.org

2020-2021

### **Board of Directors**

Chris Martin, President Ryan Kriener, Vice President Becky Hawbaker, Secretary Doug Johnson, Treasurer Andrea Geary Andy Fuchtman Barb Schilf Bettina Fabos Brent Dahlstrom Elle Boeding Kyle Dehmlow 14 September 2020

### Cedar Falls Planning & Zoning Commission Cedar Falls, IA 50613

Dear Planning and Zoning Commission of Cedar Falls:

The College Hill Partnership would like to extend their gratitude to Bettina Fabos for presenting this project to the CHP. It is an honor to potentially host wheat pastings on College Hill for the second time. This project allows College Hill and the City of Cedar Falls a unique, affordable way to celebrate College Hill. It will show our communities support and much we as a city and district appreciate our community and its history.

We are living in a complicated time. This time of uncertainty has changed life for all of us in the Cedar Valley and across the nation. Art has a tremendous impact on our culture and our community. Because of this impact, the College Hill Partnership was very excited when Bettina Fabos approached this project.

The CHP is passionate about this project's potential because it is a collaboration between many community entities. We believe this project will help us continue improving the bonds between the businesses, community, and Cedar Falls and its student population.

At our board meeting on September 14th, 2020, a vote unanimous passed. The CHP board voted to compose a letter of support for the plans for the "College Hill Wheat Paste Fall 2020 Project. The College Hill Partnership hopes this beautification project will move forward. We encourage the commission to support this project.

Regards,

K E Sogard

Kathryn Sogard, Executive Director College Hill Partnership Hill Partnership Board Of Directors



### DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

Planning & Community Services Division

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Jaydevsinh Atodaria (JD), Planner I
- DATE: October 1, 2020
- **SUBJECT:** New Cedar Falls High School Site Plan (SP20 007)

REQUEST:	Request to approve the New Cedar Falls High School Site Plan Case #SP20-007
PETITIONER:	Cedar Falls Community School District / Brian Sanderman, INVISION Architects

LOCATION: 69.6 acre parcel at North of W. 27<sup>th</sup> Street and west of PE Center Drive

### **PROPOSAL**

The petitioner is proposing to build a 305,000 sf high school building along with associated student, staff and visitor parking for the Cedar Falls Community School District on a 69.6 acre parcel located north of W 27<sup>th</sup> Street and west of PE Center Drive. The campus will also include a phased stadium and various athletic fields. The High School building is divided into two parts with a central courtyard. The main building sits at a higher elevation than the building to the rear. The new building will vary in height, with the auditorium and gym facilities being the tallest at about 50 feet above grade. The school district has submitted the site plan to provide additional opportunities for public review and comment from the community.

### **BACKGROUND**

In 2017, Cedar Falls Community School District purchased a 50 acre parcel west of PE Center Drive from University of Northern Iowa, which is in the P-Public Zoning District. In 2019, the school district purchased an additional 19.6 acre parcel to the west of the 50 acre parcel from the adjacent parcel owner. With this additional purchase, Cedar Falls Community School District is proposing a new Cedar Falls High School campus on a total site of 69.6 acres. The recently purchased 19.6 acre parcel is currently being rezoned from A1 Agricultural District to P Public Zoning District and the case will have its second reading at the upcoming council meeting on September 8, 2020. This rezoning was also accompanied by amendment of Future Land Use Map of the entire site from "Medium Density Residential" and "University" to "Schools" which will also have public hearing at the upcoming council meeting.

### **ANALYSIS**

Once the rezoning request is approved, the entire 69.6 acre parcel will be in P Public Zoning District. As per the code, the Public Zoning District Zone designation is reserved exclusively for structures and uses of land owned by the federal government, the state, the county, the city and the Cedar Falls Community School District. Although such publicly owned property is generally exempt from zoning regulations and requirements, it is expected that such governmental authorities will cooperate with the City to encourage structures and uses of public land which will be compatible with the general character of the area in which the public property is located. Since the zoning ordinance does not have any specific standards listed for public uses, this review will focus on the main aspects of the design of the site in relation to the surrounding area, and describe the traffic circulation, parking, stormwater management and other infrastructure improvements necessary to support an institutional building of this size and level of activity. This is an opportunity for the Commission's input and for public review and comment rather than the typical review for compliance with standards in the zoning code.

<u>Use:</u> The intent of the P Public Zoning District Zone designation is reserved exclusively for structures and uses of land owned by the federal government, the State, the County, the City and the Cedar Falls Community School District. The proposed new CF High School Campus will be classified as a public use and therefore the use of the parcel will be consistent with the zoning code. Once the amendment to zoning and the Future Land Use Map are approved by the City Council, the property will be in compliance with the City's Comprehensive Plan and zoning ordinance.

**Building Location:** P Public Zoning District does not have any specific regulations regarding setbacks of the building. Just for review, the proposed building is set back 597 feet from W. 27<sup>th</sup> Street, 874 feet from the west lot line, 940 feet from the east lot line and about 290 feet from the north property line. The proposed site plan indicates that the building is divided in two parts. The main building with larger building footprint sits on main level which will house auditorium, indoor gym & athletic field, administrative areas, common spaces and service areas. There is another building with smaller building footprint that will sit on lower level which will include studio spaces and faculty rooms. This building will be placed north of the main building further north of both the buildings.

Majority of the student and visitor parking areas are located south of the proposed building and north of W 27<sup>th</sup> Street. Staff parking is located alongside southwest corner of proposed building and an additional overflow of student parking area is located east of the proposed school building. A reserved future area for parking is provided along north east corner of proposed school building as well to accommodate future parking demands.

### Parking:

P Public Zoning District does not have any specific regulations regarding parking requirements. Just for review, the proposed parking for the new CF High School facility is divided in three different site areas west, south and east of the proposed building.

- 1. The parking lot to the west of proposed building is reserved for Staff parking.
- 2. The parking lot to the east of the proposed building is dedicated to overflow student parking. A small portion, north of this parking lot is reserved for future parking needs.

3. The parking lot to the south of proposed building is completely dedicated to visitor and student parking. This parking lot has been divided into six parts and has been named as Lot A, B, C, D, E and F.

Total parking provided proposed is estimated as per both City and SUDAS requirement based on 200 staff members and 1400 students. As per City's standard for high schools, total required parking stalls is 480 spaces. According to the SUDAS standard for high schools, the required number of parking stalls is 667 spaces. The proposed new CF High School Site plan proposes 1,053 stalls in total including 21 ADA stalls and 8 motorcycle/scooter stalls.

- Parking facilities for motorcycle/scooter stalls will be located just outside the main entrance to proposed high school building (labelled as 1.4 on the image below).
- Bicycle parking is provided around the entrance façade of the proposed high school building. (labelled as 1.2 on the image below).
- Proposed parking for High school campus also includes electric car charging station. (labelled as 1.3 on the image below)



The parking areas are located off W. 27th Street and PE Center Drive. Parking areas are easily accessible by both W 27<sup>th</sup> Street and PE Center Drive. All parking areas are well screened with large shade trees.

### **Open Green Space/Landscaping:**

The landscaping plan attached in the packet and shown below is not updated as per the revised Site Plan. However, the elements will be more similar to what is shown below. The Public Zoning District does not have any specific regulations regarding landscaping requirements. Just for review, the proposed landscape for the new CF High School campus includes the following:

- 1. The entire site is surrounded by Prairie grass seeding on all four sides of the proposed high school building.
- 2. All the parking areas are screened with large shade trees.

- The area north of the school building will be screened by large shade trees and coniferous trees to provide a buffer from the adjacent future development along the north property line.
- 4. The courtyard within two buildings is decorated with ornamental trees, large shade trees and shrub plantings and walkways connecting two buildings.
- 5. The immediate green spaces surrounding the building will include turf grass lawn.
- 6. The entrance to the main high school building is accessed through an area of perennial plantings, shrubs, ornamental trees and coniferous trees. This mixture of shrubs and trees would provide good buffer from the parking areas on the south side of the building.
- 7. There are three practice fields located at different locations on the site. One is located at northwest corner of site, the other is located at northeast corner of site and the third one is located on southeast corner of the site.
- 8. There is also a proposed phased stadium facility that will be placed east of the main building.
- 9. The northwest corner of the site is reserved for tree seedlings to develop a forested area, which will be planted by volunteers. This would provide a good buffer from the adjacent future development along the western edge of school property.
- 10. Cedar Falls Community School District will also be partnering with Cedar Falls Utility to develop an acre of solar panels on site, with 0.25 acre panels placed at southwest area of site and 0.75 acre panels will be placed over the roof of the building.



**Building Design and Style:** The Public Zoning District does not have any specific regulations regarding building design or architectural standards to follow. Just for review, the proposed new CF high school buildings have following features:



- 1. The proposed new high school building is a modern contemporary style architecture design with a flat roof and expanding horizontal nature.
- 2. The periphery of the main high school building is up to one and half stories in height, with the auditorium and gym/indoor sports recreational area about 50 feet in height (approximately equivalent to a 4-story building).
- 3. The other building, north of main building sits at a lower elevation and will be up to two stories in height to match up with overall height of the front building.
- 4. The high school building will be finished with brick, precast concrete panels of two tones (dark and light) and metal panels resembling wood texture in some areas to add a contrasting color to the material pallet.
- 5. The connector bridge between the buildings will be glazed.
- 6. The Main entrance to the high school building will be developed through a curtain wall system of glass façade and framework.
- 7. Translucent polycarbonate panels will be used in the periphery of the double height indoor gym area in the main building to provide natural light. Translucent polycarbonate panels will also be used along the periphery of the lower level building to bring in natural light.
- 8. The south, west and east façade of the buildings will have materials blended evenly with two contrasting tones for precast concrete, metal panels, a small portion of brick facade and curtain wall system. On the other end, the south façade of the building will look more uniform with brick as the primary cladding material and small portions of metal frame and glass breaking the façade into vertical planes.

Item 18.



### Site Access:

- The proposed new CF High School campus is accessible from all the abutting roadways. Main access points to the high school will be from W 27<sup>th</sup> Street. Another access point will extend west from PE center Drive. An additional access point is also provided on the western edge of site, which will allow access for local neighborhood residents from the proposed West Fork Crossing development. This access to the site from western edge will be implemented as a future street connection and is shown with dashed line on the attached Site plan.
- 2. Based on a traffic study, the driveway intersections with W. 27<sup>th</sup> Street will be designed as roundabouts to provide for good traffic circulation and flow. The central entry point will be the main student access point to high school while the one to the west will mostly provide access for staff, deliveries, maintenance vehicles, and buses.
- 3. For additional safety, another small roundabout is proposed on site just north of student's access point along W 27<sup>th</sup> Street, which will help slow traffic speeds and control the flow of traffic during school hours. This internal roundabout will allow students to access the student parking lots and also serve as secondary routes to staff parking and overflow student parking.
- 4. The main staff entrance along W 27<sup>th</sup> Street will also be used for operating bus routes. There is a drop off point provided, just west of the lower school building for easy access

to the high school building. Any services or maintenance trucks will be also using the same drive to access the building and loading dock area, which is located along the west façade of the main school building.

- 5. Another drop off loop is provided just south of main entrance to the high school building; this will be accessed from the easterly driveway from PE Center Drive.
- 6. A fire lane is proposed just north of the lower level school building. This fire lane in future might be extended to the overflow student parking lot in case more parking is required. This would also serve to provide additional traffic circulation on the site.
- 7. There will also be good opportunities for students or visitors to access the site by walking and biking. A 10-foot recreational trail is planned along W. 27<sup>th</sup> Street, which will eventually be extended west to Union Road as the neighborhood builds out to the west. Pedestrian routes are provided throughout the site linking outdoor facilities to the main buildings. There is also a planned sidewalk connection to the northwest corner of the site which will be done in future (highlighted in dashed line on attached Site plan). When the residential neighborhood builds out in this location there will be a pedestrian passage to the high school site through the block to encourage students from the adjacent neighborhood to walk or ride a bike to school rather than drive. The soft trail connection along north edge of the school site will be coordinated with UNI which will provide additional informal walking routes to the school. There is also proposed pedestrian access ways that will allow students/faculties to bike/walk from W. 27<sup>th</sup> Street straight to entrance of the school, these will be located north of W.27<sup>th</sup> Street and will be directing northward from W. 27<sup>th</sup> Street through the central round about (Main Student Entrance area) towards the main school building, running through student parking area.

### Signage:

The Public Zoning District does not have any specific regulations regarding signage. Just for review, the proposed high school will feature the following signs:

### Wall Signs:

As shown on the submitted site plan, the "CF" logo will be featured on the south façade of auditorium. The south façade of the school will also have channel letters highlighting "Cedar Falls High". There will also be a channel-letter sign on the west side of the auditorium. No specific sign details have been submitted at this time.

### Monument Signs:

As shown on the submitted drawings, two monument signs will be installed along the W. 27<sup>th</sup> Street frontage just north of two proposed roundabouts. No detailed plans for signage have been submitted at this time.

### Infrastructure Improvements:

<u>Stormwater Management</u>: This project requires stormwater detention and routing. The petitioner's engineer submitted a stormwater detention plan as part of the site plan. The proposed drainage plan will maintain current drainage patterns. The existing and proposed drainage areas have been delineated into three drainage area as shown below. Basin 1 is along the north area of site, Basin 2 is along the south area of the site, which splits into two basins, one along southwest and one along the southeast. Basin 3 is located along the western area of the site.

Drainage area # 1or the north drainage area is the largest drainage area with 35.1 acres and will be composed of approximately 58.5% impervious area after construction. The outlet for this drainage area is located at the northern edge of a site as indicated in the image below. Drainage area #2a and #2b, located in southern region of site will have sub basin of 14.6 acres and 8 acres respectively. This sub basin will be comprised of 52% for drainage area #2a and 52.5% for drainage area #2b of impervious area after construction. The outlet for this drainage area is located just north of W. 27<sup>th</sup> Street. Drainage area #3 or the west drainage area is 12.3 acres and will be comprised of approximately 7.4% impervious area after construction. The outlet for this drainage area is located just south of W. 27<sup>th</sup> Street which will be done through establishment of a chamber across the road.



### Sanitary Sewer:

There is currently no sanitary sewer readily available to the site. It will need to be extended from the line located south of W. 27<sup>th</sup> Street. The City will be leading the project to acquire easements or acquire property for this sewer extension, and will be designing and constructing the sewer as a public project. The School District and other benefited properties, such as the West Fork development to the west will then be assessed sewer tap on fees for their proportional share of the cost at the time of development.

### Street Improvements:

The school district will be responsible for improvements to PE Center Drive up to and including the eastern access point to the high school site. The City has budgeted approximately \$3.9 million for road improvements along W. 27<sup>th</sup> Street, including the recreational trail. The City will be contracting for engineering design and construction services for both the sewer project and the road improvements along W. 27<sup>th</sup> Street.

### **Other Site Elements:**

At this point of time, there are no details provided for exterior lighting.

Trash dumpsters and truck loading area are located along the west side of the main school building façade. This area is recessed further eastward from the staff parking area towards the building. This area is open to the sky and will be used for service and maintenance purposes for the entire school.

### **TECHNICAL COMMENTS**

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed site plan. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The school district is responsible for the construction of a properly sized water system from the existing 16" water main along W 27<sup>th</sup> St. Included in the installation are valves, fire hydrants and water service. Cedar Falls Public Safety will review the fire hydrant locations and quantity during construction plan review. Gas meter location will need to be moved to the northwest corner of the Main Level. Site Plans currently show the proposed gas meter location in the area between the Main Level and the Lower Level. Final gas service and meter placement must be coordinated with CFU Gas & Water Operations during construction plan preparation. Electric service and transformer location needs to be coordinated with CFU Electric Operations personnel.

A courtesy notice to adjoining property owners was mailed on September 3, 2020.

### STAFF RECOMMENDATION

Planning and Zoning Commission recommended approval of the submitted Site Plan for Cedar Falls High School at their regular meeting on 23<sup>rd</sup> September 2020 with a vote of 8 ayes, 1 abstention and 0 nays. The Community Development Department also recommends approval of this proposed Site Plan.

### PLANNING & ZONING COMMISSION

Mr. Holst introduced the item and Mr. Atodaria provided background Introduction 9/9/2020 information. He explained that it is proposed to build a 305,000 square foot high school building along with associated parking for staff, students and visitors north of 27th Street and west of PE Center Drive. He displayed renderings of the proposed site plan and explained the different components of the site and discussed parking requirements. Mr. Atodaria also provided the plan for landscape, sports fields, truck dock and dumpsters, reserved future areas for an addition, pool, field house and tennis court. He also discussed site circulation, future street connection and bus accessibility. A rendering displayed access routes and future planned trail connections. He showed the proposed elevations for the building and discussed the planned materials, as well as the signage and detention basin plans. He explained that there is no sanitary sewer available at the site and it will need to be extended from the line located south of West 27<sup>th</sup> Street. The school will be responsible for street improvements to PE Center Drive and the city will be contracting for engineering design and construction services for the sewer project and road improvements along West 27<sup>th</sup> Street. At this time, staff recommends review and discussion of the site plan.

Brian Sanderman, developer, explained how the different aspects of the plan were organized, including parking, traffic flow, etc. The idea was to create a school in a prairie and he discussed the plans to achieve that with prairie grasses and bio-swales. Bike connections will also be made and parking is above the requirements.

Ms. Prideaux stated she is excited for the project and feels that it has been well planned.

Discussion & Chair Holst introduced the item and Mr. Atodaria provided brief background information, noting that it is located north of West 27<sup>th</sup> Street and west of PE Center Drive. He displayed a rendering of the property and discussed the layout and traffic circulation. He discussed the updates made since the last meeting, which included reconfiguration of parking lots by segregating visitor and student parking and continuation of work of project architect with CFU on the placement of solar panels. He also mentioned that the project architect will be working on possible enlarging of drop off loops to accommodate recent request by Cedar Falls Community School district. Staff recommends approval of the site plan.

Brian Sanderman, project architect, and Dr. Andy Pattee, superintendent for Cedar Falls schools were present for any questions. Brad Leeper stated that he will be abstaining from the discussion and vote.

Mr. Schrad made a motion to approve the item. Ms. Lynch seconded the motion. The motion was approved unanimously with 8 ayes (Adkins, Hartley, Holst, Larson, Lynch, Prideaux, Saul and Schrad), 1 abstention (Leeper) and 0 nays.



6/22/2020

Karen Howard Planning & Community Services Manager City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613

RE: Project Description - New Cedar Falls High School (#19116)

Karen:

On behalf of the Cedar Falls Community School District (CFCSD), we are requesting Site Plan Approval to create a new campus for the Cedar Falls High School (CFHS).

The overall site development will include the 305,000 sf high school building along with associated student, staff, and visitor parking. Additionally, there will be a designated bus lane, an additional accessible bus lane for lower level access, as well as a drop-off/pick-up lane for students and events. Other elements on the high school campus include a phased stadium and 3 practice fields. CFU and CFCSD are also partnering to develop one acre of solar panels on the site with an additional 0.75 acres on the roof of the building.

We welcome the opportunity to further discuss any questions you may have.

Sincerely,

Brian Sanderman, AIA, LEED AP Principal (319) 433.3818 brians@invisionarch.com

## Cedar Falls City Council Meeting October 5, 2020

Item 18.





PRELIMINARY NOT FOR CONSTRUCTION

# PLAN NOTES

## (1.1) PARKING:

CITY REQUIREMENT: SCHOOL, COLLEGE OR HIGH SCHOOL. EACH SEPARATE BUILDING REQUIRES ONE PARKING SPACE FOR EVERY FIVE POTENTIAL OCCUP IN THE MAIN AUDITORIUM OR ONE PARKING SPACE FOR EVERY FIVE STUDENT AND ONE PARKING SPACE FOR EVERY STAFF MEMBER, WHICHEVER IS GREATE

ESTIMATED STUDENTS: 1,400 ESTIMATED STAFF: 200 TOTAL REQUIRED PARKING STALLS: (1,400/5)+200=480

SUDAS REQUIREMENT: HIGH SCHOOL, 1 PARKING SPACE PER EMPLOYEE AND (FOR EVERY 3 STUDENTS.

1,400

ESTIMATED STUDENTS:

200 ESTIMATED STAFF: TOTAL REQUIRED PARKING STALLS: (1,400/3)+200=667

<u>ACTUAL:</u>

TOTAL PARKING STALLS: 1,053 INCLUDING 21 ADA STALLS + 8 MOTORCYCLE/SCOOTER STALLS (SITE ALTERNATE #1 REDUCES PARKING TO 819 PARKING STALLS INCLUDING ADA STALLS + 8 MOTORCYCLE/SCOOTER STALLS)

(1.2) BICYCLE PARKING

(1.3) ELECTRIC CAR CHARGING STATION(S)

(1.4) MOTORCYCLE/SCOOTER PARKING



## GENERAL SITE NOTES CURRENT ZONING: A-1 PROPOSED ZONING: P

# LEGEND

-(1) (1) (1)
(3H0)(3H2)

EXISTING GRAVEL EDGE EXISTING ELECTRICAL EXISTING FIBER OPTIC EXISTING OVERHEAD ELECTRIC EXISTING SANITARY SEWER EXISTING WATER MAIN EXISTING WATER SERVICE EXISTING STORM SEWER

FOR REFERENCE ONLY

PROPOSED GAS MAIN PROPOSED FIBER OPTIC PROPOSED ELECTRICAL PROPOSED STORM SEWER PROPOSED WATER MAIN FUTURE ADDITIONS



INVISION

PANTS TS ER. ONE	501 Sycamore Suite 101 Waterloo, IA 50703 PO Box 1800 Waterloo, IA 50704-1 319.233.8419 319.233.9772 Fax www.invisionarch.co CONSULTANT: <u>CONSTRUCTION MA</u> STORY CONSTI <u>STRUCTURAL</u> RAKER RHODES <u>STRUCTURAL</u> RAKER RHODES <u>STRUCTURAL</u> RAKER RHODES <u>STRUCTURAL</u> RAKER RHODES <u>CIVIL ENGINEERING</u> <u>MEP</u> MODUS <u>CIVIL ENGINEERING</u> LANDSCAPE ARCHIT AECOM TECHN SERVICES, INC RITLAND+KUIPE	AND ECTURE ICAL
	REVISIONS: Description	Date No.
	OWNER SIGN-OFF: Date	NAME
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# 3 SOUTH ELEVATION 1/16" = 1'-0"





BRICK WALLS BEYOND GLAZED CONNECTOR BRIDGE		K WALLS BEYOND	METAL PANEL WALL B	EYOND	
				30'-0" 52'-0"	<u>MECHANI</u>
COURTYARD	CURTAIN WALL	BRICK	BRICK		,

Item 18.

٧	NO	TES:

1. SEE ARCHITECTURAL FLOOR PLANS FOR WALL TYPES, WINDOW NUMBERS, DOOR NUMBERS, AND DIMENSIONS. 2. PLACEMENT OF WALL MOUNTED ITEMS (FIRE STROBE, DOOR OPERATOR BUTTON, WALL HYDRANTS, ETC) ARE DIMENSIONED TO CENTERLINE OF ITEM.

3. HATCHED AREA IS FOR REFERENCE ONLY.

UPPER ROOF 40' - 0"

SOUTH ROOF 24' - 0"

MECHANICAL PENTHOUSE 14' - 7 1/2"

MAIN LEVEL 0' - 0" FIELD LEVEL -6' - 6" LOWER LEVEL -14' - 0"

\_\_\_\_UP<u>PER ROOF</u>\_\_\_\_\_

SOUTH ROOF 24' - 0"

MAIN LEVEL 0' - 0"

LOWER LEVEL -14' - 0"

<u>UPPER ROOF</u> 40' - 0"

<u>SOUTH ROOF</u> 24' - 0"

HANICAL PENTHOUSE 14' - 0" <sup>(1</sup>14' - 7 1/2"

\_\_\_\_\_ MAIN LEVEL 0' - 0"

\_\_\_\_ L<u>OWER LEVEL</u> -14' - 0"

UPPER ROOF 40' - 0" SOUTH ROOF 24' - 0" <u>NORTH ROOF</u> 14' - 0" MAIN LEVEL 0' - 0"

-14' - 0"

INVISION PLANNING ARCHITECTURE INTERIOF

501 Sycamore Suite 101 Waterloo, IA 50703 PO Box 1800 Waterloo, IA 50704-1800 319.233.8419 319.233.9772 Fax www.invisionarch.com CONSULTANT:

CONSTRUCTION MANAGER STORY CONSTRUCTION

STRUCTURAL RAKER RHODES ENGINEERING MEP MODUS

CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE AECOM TECHNICAL SERVICES, INC.

OWNER SIGN-OFF:

NAME





PROJECT NO: 19116

DATE: JUNE 21, 2020 SHEET SET: DESIGN DEVELOPMENT - 85% REVIEW

Sheet Name: EXTERIOR ELEVATIONS





### ADMINISTRATION

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

### MEMORANDUM

- TO: Honorable Mayor Robert M. Green and City Council
- FROM: Shane Graham, Economic Development Coordinator
- DATE: September 25, 2020
- **SUBJECT:** CRMS, LLC Acceptance of Deed and Release of Minimum Assessment Agreement and Agreement for Private Development

On May 7, 2018, City Council approved an Agreement for Private Development with CRMS, L.L.C. to construct a new 10,000+ square foot building for a new trucking/transportation facility to be located in the Northern Cedar Falls Industrial Park. The terms of the Agreement called for the City to donate an approximate 2.8 acre lot to CRMS, LLC, in exchange for the developer constructing the building with a minimum assessed tax valuation of \$800,000.00. No other tax incentives were provided to the developer as part of this Agreement.

The original Agreement indicated a completion date of the project in the summer of 2019. However, due to a personal accident that left the developer seriously injured, the project will not move forward. Therefore, the developer is taking the necessary steps to deed the property back to the City and terminate the Agreement for Private Development.

Attached is a Release of Minimum Assessment Agreement and Agreement for Private Development, as well as a warranty deed to the property, which was found to be acceptable by the City Attorney. A title report has been completed for the property, which shows that the property to be deeded back to the City will be done so free and clear of any liens or judgements.

It is recommended that City Council accept the Warranty Deed from CRMS, LLC, and approve the Release of Minimum Assessment Agreement and Agreement for Private Development with CRMS, LLC.

If you have any questions regarding this project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator Kevin Rogers, City Attorney



### WARRANTY DEED (CORPORATE/BUSINESS ENTITY GRANTOR) Recorder's Cover Sheet

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

**Taxpayer Information:** CRMS, L.L.C.

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

**Grantors:** CRMS, L.L.C.

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



### Warranty Deed (Corporate/Business Entity Grantor)

For the consideration of One Dollar(s) and other valuable consideration, CRMS, L.L.C., a Limited Liability Company organized and existing under the laws of Iowa does hereby Convey to City of Cedar Falls, Iowa the following described real estate in Black Hawk County, Iowa:

### This deed is exempt according to Iowa Code 428A.2(21).

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

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated:

CRMS, L.L.C., a Limited Liability Company

By: Your Dimitrov Its: Manager

### STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on <u>September 21, 2020</u>, by as Manager of CRMS, L.L.C. <u>Men.K. Journey</u> Signature of Notary Public



Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

### **RELEASE OF MINIMUM ASSESSMENT AGREEMENT AND AGREEMENT FOR PRIVATE DEVELOPMENT**

That the undersigned, City of Cedar Falls, Iowa, does hereby acknowledge that the Minimum Assessment Agreement between the City of Cedar Falls, Iowa and CRMS, L.L.C., dated May 7, 2018, filed June 14, 2018 in Document No. 2018-00020541 is released and CRMS, L.L.C. is discharged from all obligations thereunder; and

That the undersigned, City of Cedar Falls, Iowa, does hereby acknowledge that the Agreement for Private Development between the City of Cedar Falls, Iowa and CRMS, L.L.C., dated May 7, 2018 is released and CRMS, L.L.C. is discharged from all obligations thereunder.

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

CITY OF CEDAR FALLS, IOWA

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 \_\_\_\_\_, 2020, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

### DEPARTMENT OF PUBLIC WORKS



PUBLIC WORKS ADMINISTRATION 2200 TECHNOLOGY PKWY CEDAR FALLS, IOWA 50613 319-273-8629 FAX 319-273-8632

OPER/MAINT DIVISION 2200 TECHNOLOGY PKWY 319-273-8629 FAX 319-273-8632

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### MEMORANDUM

- TO: Mayor Rob Green and City Council
- FROM: Brian Heath, Oper/Maint Division Manager
- **DATE:** September 30, 2020
- SUBJECT: Refuse Rate Study Ordinance Change

As a follow up to the Refuse Rate Study presentation during the Committee of the Whole meeting on September 21<sup>st</sup>, you are now receiving the first reading of the ordinance changes as a result of that study. The ordinance changes include all the information as covered with the exception of bulk item collection. The bulk item fees have been modified to read 10 items for \$10.00, collections exceeding 10 items will be charged an additional \$10.00 for a total of \$20.00

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

Cc; Chase Schrage, Director of Public Works

### Chapter 10 - GARBAGE AND REFUSE

### **ARTICLE I. - IN GENERAL**

### Sec. 10-1. - Definitions.

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

Business units means each separate establishment for carrying on a gainful occupation.

Garbage means solid waste consisting of animal, grain, fruit or vegetable matter used or originally intended for use as food.

Household units mean each dwelling unit as defined in section 11-30.

One-sided collection area means a group of dwellings, trailers, apartments or business establishments that have been designated by the director of public works as beneficial for collection of publicly owned garbage and yard waste containers in a single pass.

*Person* means each single person or head of each family occupying a separate dwelling unit, or each person, firm or corporation operating a separate business unit.

*Premises* means the property occupied by a separate household or business unit, whether or not the property is separately owned.

*Refuse* means all combustible inorganic waste material and rubbish such as papers, sweepings, rags, ashes, cinders and similar materials originating from ordinary household or business operations.

Yard waste means organic debris such as grass clippings, leaves, tree limbs, bark, branches, flowers, etc., that is produced as part of commercial or residential yard or garden operation, development or maintenance. The term "yard waste" does not include:

- (1) Tree stumps.
- (2) Garbage.
- (3) Floral and decorative products, manufactured or fabricated, or the waste byproducts incidental to their manufacture or fabrication, which include organic materials and other nonorganic wastes which are not practically separable. This exemption includes, but is not limited to, things such as flower arrangements, decorated potted plants, wreaths, bouquets, garlands and small bedding flats.

(Code 2017, § 12-1; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 1, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Sec. 10-2. - Use of city collection service.

Garbage and refuse and voluntary yard waste disposal service shall be extended to every household and business establishment residing within the corporate limits of the city, with the following exceptions:

- (1) Owners or occupants of acreages and farms engaged in agriculture and the raising of livestock who agree to feed or otherwise dispose of their garbage and keep their premises free from the accumulation of refuse and yard waste shall be exempt from this service.
- (2) The city, in its sole judgment, shall have the right to refuse such service to anyone whose premises are not easily accessible or are so far removed from a well-settled area as to make such service impractical.

- (3) Business establishments shall have the right to have a private licensed collector remove garbage and refuse, or under special permit they may remove such garbage and refuse themselves in accordance with section 10-4.
- (4) Owners of apartment buildings of four or more units and owners of mobile home courts shall have the option to use the garbage and refuse and yard waste disposal service of the city, provided that such owners meet city sanitation standards regarding garbage and refuse and yard waste disposal. Should owners of apartments of four or more units or mobile home courts not meet city sanitation requirements for garbage and refuse and yard waste disposal, the city will require garbage and refuse disposal service therefor. The director of municipal operations and programs may determine whether or not proper sanitary conditions are being maintained and, at his discretion, may place special containers on an owner's premises to hold refuse in an acceptable manner.

(Code 2017, § 12-2; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 3, 3-6-2017)

Sec. 10-3. - Containers; placement for collection; penalty for violation.

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be. No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be so placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection or as otherwise directed by the director of public works.
- (c) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.
- (d) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or business establishment, provided that the owner or occupant is given at least 30 days' advance notice prior to the effective date of the designation.

(Code 2017, § 12-3; Ord. No. 2656, § 1, 5-27-2008; Ord. No. 2896, § 2, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Sec. 10-4. - Disposal by business establishments; special fee for University of Northern Iowa<u>and other</u> public agencies.

Any place of business may, in lieu of having the city collect its garbage and refuse, have the garbage and refuse collected by a private licensed collector, or it may apply to the mayor or director of sanitation for a special permit to haul its own garbage and refuse to the city disposal area; provided, however, that no person conducting a business and holding such a permit shall haul any garbage and refuse for any other person, nor from the residence of such permit holder or the residence of any officer, member, employee or agent of such permit holder. A holder of such permit shall pay the fee or charge for depositing garbage and refuse in the place provided therefor in accordance with the fee established by the city, except that the fee for the University of Northern Iowa and other public agencies for depositing its solid waste at the city transfer station shall be <u>\$9 00 over the then current landfill rate per ton (effective July 1, 2020 the landfill rate is \$42.25/per ton)</u> \$42.25 per ton, rather than \$57.50 <u>\$65.00</u> per ton as provided in section 10-5(g). The landfill rate is subject to change annually.

(Code 2017, § 12-4; Ord. No. 2656, § 2, 5-27-2008)

Sec. 10-5. - Service charges—Established.

- (a) *Household units.* The expense of garbage and refuse service and automated yard waste service shall be a charge against the owner or occupant of every household unit within the city in the amount of:
  - (1) Thirteen dollars per month for non-automated garbage truck routes. This base charge allows the placement of two garbage units for weekly pickup. A garbage unit may be either a plastic bag or a commercial manufactured garbage can with a lid. The maximum size for a garbage unit shall not exceed 33 gallons or weigh more than 60 pounds. Each garbage unit in excess of the two allowed each week must have a city garbage bag tag attached in order to be picked up.
  - (2) Automated garbage refuse collection fees shall be as follows for a city-issued container:

Automated Garbage Refuse Collection Fees				
<u>Container</u>	Effective 1/1/2021		Effective 1/1/2022	
32 Gallons	\$	9.23	\$	9.46
68 Gallons	\$	17.43	\$	17.86
95 Gallons	\$	27.16	\$	27.84

### City of Cedar Falls

\$9.00 per month for a city-issued 32 gallon garbage container, \$17.00 per month for a cityissued 68 gallon garbage container or \$26.50 per month for a city issued 95 gallon container. One additional garbage unit may be placed on top of the automated cart if said unit has a city garbage bag tag attached and meets the size limits defined in subsection (a)(1) of this section.

- (3) Automated yard waste collection fees shall be as follows: \$7.00 per container per dump for a city-issued 95 gallon yard waste container, increasing to \$10.00 per container per dump effective on and after July 1, 2013; provided, however, that effective on and after January 1, 2014, and during such time periods in the spring and fall of each year as shall be determined by the director of public works and announced to the public, such charge shall be one-half of the regular \$10.00 per container per dump fee, that is, \$5.00 per container per dump.
- (4) Effective on and after July 1, 2013January 1, 2021, bulk items left at the curb for city pick-up if the city is called for pick-up, shall be \$5.00 \$10.00 per stop for the first 10 items and \$20 for over 10 items, plus the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section. There shall be no charge for bBulk items, other than appliances, brought to the city transfer station, shall be charged as solid waste as provided in the chart in subsection (g) of this section, except that the per-unit charge for aAppliances, CRT monitors, and automobile, truck and tractor tires and rims, brought to the city transfer station shall be charged as provided in the chart in subsection (g) of this section, except that the per-unit charge for aAppliances, CRT monitors, and automobile, truck and tractor tires and rims, brought to the city transfer station shall be charged as provided in the chart in subsection (g) of this section (g) of this section.

- (5) The owner or occupant of any household unit within the city may request one additional cityissued, 95-gallon yard waste container for such household unit, at a one-time, non-refundable fee of \$50.00. Such additional yard waste container shall at all times remain the property of the city. No more than a total of two yard waste containers shall be allowed for any household unit in the city.
- (b) Residential units. The expense of garbage and refuse service and automated yard waste service shall become a charge against the owner or occupant of every residential unit, at the same rate as is provided for household units in subsection (a) of this section, on a per-residential-unit basis or part thereof. A residential unit, for purposes of this subsection, shall consist of four people unrelated by blood, marriage or adoption.
- (c) Churches and similar institutions. The expense of garbage and refuse service and automated yard waste service shall become a charge against each church or similar institution which uses the garbage and refuse service or the automated yard waste service of the city, at the residential unit rate as established in subsection (a).
- (d) Penalty for late payment. There shall be assessed a penalty if the bill for garbage and refuse service or the automated yard waste service is not paid at the time indicated on the consumer's regular monthly utility bill. The penalty shall be in the same amount as authorized for municipal utilities under state law.
- (e) Reduction for low-income households. The owner or occupant of every household unit which meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a 50 percent reduction in the monthly garbage and refuse service charges as established in subsection (a)(2) of this section.
- (f) Collection of garbage and refuse at commercial or apartment buildings through the use of dumpsters. The dumping fee for the use of dumpsters used to collect garbage and refuse at commercial or apartment buildings shall be. in the amount of \$35.00 per dump.

<u>City of Cedar Falls</u> <u>Container Dumpster Fee</u>		
Effective Date		Rate
January 1, 2021	\$	53.00
January 1, 2022	\$	71.00
January 1, 2023	\$	89.00
January 1, 2024	\$	107.00
January 1, 2025	\$	125.00

### (g) Garbage and refuse and yard waste service charges.

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$7.50 <u>\$10.00</u> /each
Cathode ray tube monitors (computer and television monitors)	<del>\$5.00<u>\$7.50</u>/each</del>
Automobile tire	\$2.50/each

With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	\$35.00/per dumpsee Subsection 10.5(f) for rate schedule
Three yard containers	\$35.00/per dump-see Subsection 10.5(f) for rate schedule
Solid waste disposal bags brought to the city transfer station	\$0.75/each
Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	<u>\$7.00/dump</u>
Yard waste up to 400 pounds	\$7.00/dump
Solid Waste / Demolition dumping at the city transfer station	<u>\$65.00/ton</u>
Demolition	\$ <del>59.15/ton</del>
Solid waste	\$ <del>57.50/ton</del>
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station	<del>\$30.00<u>\$40.00</u>/ton</del>

Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	<del>\$7.00/dump</del>
<del>Yard waste up to 400 pounds</del>	<del>\$7.00/dump</del>
Demolition dumping at the city transfer station	<del>\$59.15/ton</del>
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station	\$59.15\$65.00/ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non- refundable fee)	\$50.00
Commercial Cardboard Containers	<u>\$10.00/dump</u>
Commercial Bulk Recycling drop off	<u>\$50.00/dump</u>

- (h) The placing of or failure to remove garbage or yard waste container within specified time limits. The placing of or failure to remove a garbage or yard waste container as required in section 10-3(b) shall result in a service charge of \$5.00 per occurrence to be assessed to the owner or occupant of any private dwelling, trailer, apartment or business establishment, the same to be collected as provided in section 10-6.
- (i) Asphalt shingle recycling. An asphalt shingle recycling site at the city transfer station shall be provided in order to accept asphalt shingles for recycling. Asphalt shingles which are free of contaminants which include, but are not limited to, wood, metal flashing, shingle wrappers, trash or other debris, shall be accepted for recycling at the city transfer station at a favorable tipping fee, as set forth in the table contained in subsection (g) of this section. However, asphalt shingles containing contaminants which are dumped at the shingle recycling site at the city transfer station shall be subject not only to the normal tipping fee for demolition dumping at the city transfer station, but shall also be subject to a \$10.00 per ton service charge all as set forth in the table contained in subsection (g) of this section.

(Code 2017, § 12-5; Ord. No. 2795, § 1, 6-24-2013; Ord. No. 2821, §§ 1, 2, 6-9-2014; Ord. No. 2840, §§ 1, 2, 3-16-2015; Ord. No. 2896, § 4, 3-6-2017; Ord. No. 2941, § 3 6-3-2019)

Sec. 10-6. - Service charges—Collection; disposition of proceeds.

The municipal utilities office is hereby authorized and directed to render and collect fees or service charges for garbage and refuse service and automated yard waste service in accordance with the fees established in section 10-5. The charge shall be collected with the consumer's regular monthly utility bill and shall be shown as a separate item on the bill. The owner or manager of a private dwelling, apartment building, trailer park or business establishment who provides and pays for the electric, gas, water and sewer consumption charges of the tenants shall also be responsible and pay for the garbage and refuse service charge of the tenants. Collection policies shall be the same as for the other utility services.
Amounts collected for the garbage and refuse service and the yard waste service shall be deposited in the garbage collection appropriation of the sanitation fund of the city.

(Code 2017, § 12-6; Ord. No. 2795, § 2, 6-24-2013)

Sec. 10-7. - Authorized disposal areas.

Disposition of garbage and refuse and yard waste shall be in areas designated by the council.

(Code 2017, § 12-7; Ord. No. 2387, § 1, 6-24-2002)

Sec. 10-8. - Unsanitary accumulations, unsightly trash, refuse, yard waste, oil or grease recycling containers or dumpsters.

It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public property in the city, such quantities of garbage and refuse, or of yard waste, either in containers or not, as shall, in the opinion of the county board of health, constitute a health or sanitation hazard. All trash, refuse, yard waste must be kept entirely within an approved refuse container. It shall be unlawful for any person to permit to exist on any private premises, improved or vacant, or on any public property in the city, any trash, refuse, yard waste, or oil or grease recycling container, or trash dumpster, privately owned or publicly owned, in an unsightly condition, whereupon the director of public works or designee may, in his or her discretion, require such person to erect or construct an enclosure to screen such unsightly container or dumpster from public view.

(Code 2017, § 12-8; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2880, § 1, 9-19-2016; Ord. No. 2896, § 5, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Sec. 10-9. - Deposit on public property.

It shall be unlawful for any person to deposit any garbage or refuse or any yard waste in any park or street, or on any other property within the city, unless such garbage, refuse or yard waste is deposited in containers, the size, type and location of which are as provided in this chapter.

(Code 2017, § 12-9; Ord. No. 2387, § 1, 6-24-2002)

Sec. 10-10. - Disposal at solid waste transfer station.

It shall be unlawful for any person who does not pay the fees as required by the city to dump or dispose of any garbage, refuse, yard waste or other material at the city solid waste transfer station or the city-owned premises surrounding the station.

(Code 2017, § 12-10; Ord. No. 2387, § 1, 6-24-2002)

Sec. 10-11. - Deposit of yard wastes in county landfill.

It shall be unlawful for any person to deposit any yard wastes in the county landfill.

(Code 2017, § 12-11; Ord. No. 2387, § 1, 6-24-2002)

Sec. 10-12. - Transport of waste material.

- (a) No person shall haul, transport or otherwise convey any garbage, rubbish, trash, refuse, yard waste, building material, tree or shrubbery branches or limbs or other waste material within the city unless the material is contained in covered receptacles or is otherwise secured either to or within the vehicle so that the garbage, rubbish, trash, yard waste, building material, tree or shrubbery branches or limbs or other waste material does not fall off or blow off or out of the vehicle hauling the material. If any of the garbage, rubbish, trash, waste, building material, tree or shrubbery branches or limbs or other waste material falls off or blows off or out of the vehicle, the person hauling the material shall clean up all of the waste material.
- (b) Any person who shall violate this section, or any provision of any part of this article, shall be deemed to have committed a municipal infraction, and upon being adjudged by a court to have committed such violation, shall be subject to a civil penalty as provided in section 1-9(a).

(Code 2017, § 12-12; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2423, § 2, 3-10-2003)

Sec. 10-13. - Privately owned or leased trash dumpsters or receptacles in city parking lots.

- (a) Any person who desires to place a privately owned or leased trash dumpster or receptacle upon a space in a municipally owned or leased off-street parking lot within the city shall first file an application for a permit with the city clerk, and shall pay an annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall be submitted by such person, and shall show the size of the trash dumpster or receptacle, and the location of the proposed placement of the trash dumpster or receptacle within the municipal parking lot.
- (b) Issuance of an annual permit for a private trash dumpster or receptacle by the city clerk shall be subject to approval of the city director of <u>municipal operations and programs public works</u>. A permit issued under this section shall be issued for a period of one year, and may be renewed by the permit holder upon filing of an application for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the terms of the original application or permit is proposed to be revised, and if so, the particulars of the proposed revisions.
- (c) The city shall designate certain spaces or areas, within various municipally owned or leased offstreet parking lots within the city, upon which such trash dumpsters or receptacles may be placed. Such designation shall include appropriate painting on the parking lot surface and/or appropriate signage, delineating the area and use for such space. The city may limit the number and size of such spaces or areas within a particular lot or lots in the city, and the number of permits issued under this section, and may completely exclude provision for any such spaces or areas within a particular lot or lots, in its sole discretion, if deemed necessary to maintain adequate access, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the municipal parking lot or the surrounding area, to preserve space for vehicular parking, or for any other valid public purpose or purposes.
- (d) The director of public works or designee shall order the immediate removal of any trash receptacle or dumpster owned or leased by a permit holder, in the event that the permit for such trash dumpster or receptacle has expired, or the annual fee has not been paid to the city, or in the event such trash dumpster or receptacle is causing a hazard to public safety, health, or welfare, or is causing damage to public property, including damage to the surface or curbing of the parking lot or of any publicly-owned fixtures located thereon, or is in any other manner interfering with proper maintenance of the parking lot, including removal of ice and snow from the municipal lot or other adjacent public property. If any such trash receptacle or dumpster is in an unsightly condition, the director of public works or designee may, in his or her discretion, require the permit holder to erect or construct an enclosure to screen such unsightly trash receptacle or dumpster from public view.
- (e) The city shall have no responsibility regarding the depositing of trash within any privately owned or leased trash dumpster or receptacle which is placed on a municipal lot as provided in this section,

shall have no responsibility for removal of the trash from such dumpster or receptacle (unless the permit holder has made arrangements for removal of such trash by the city as provided in this article), and shall have no responsibility for determining any arrangements for rental, use, maintenance, repair, or replacement of such dumpster or receptacle, all of which shall be the responsibility of either the permit holder or the private firm responsible for removal of the trash therefrom.

(f) Any person who places, or causes to be placed, a privately owned or leased trash dumpster or receptacle in or upon any municipally leased or owned off-street parking lot within the city in any way contrary to the provisions of this section shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty as punishable as provided in section 1-9(a).

(Code 2017, § 12-13; Ord. No. 2770, § 1, 7-9-2012; Ord. No. 2880, § 2, 9-19-2016; Ord. No. 2896, § 6, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Secs. 10-14-10-44. - Reserved.

**ARTICLE II. - PRIVATE COLLECTORS** 

Sec. 10-45. - Use.

Persons operating restaurants, cafeterias, clubs, boardinghouses or eating houses, lunch counters or other business establishments within the corporate limits of the city may dispose of garbage through collectors licensed by the county.

(Code 2017, § 12-41; Ord. No. 2424, § 1, 3-24-2003)

Sec. 10-46. - License required.

Any person desiring to haul and dispose of garbage from those persons enumerated in section 10-45 and to use the streets of the city for the hauling thereof shall first obtain a license from the county therefor.

(Code 2017, § 12-42; Ord. No. 2424, § 1, 3-24-2003)

Sec. 10-47. - Violation of article.

Anyone licensed in accordance with the provisions of this article who fails or refuses to gather and carry away, in covered boxes or receptacles, any deposit of garbage in the proper manner from any place where the garbage is deposited for removal by him or who violates any other provision of this article shall be deemed to have committed a municipal infraction, and upon being adjudged by a court to have committed such violation, shall be subject to a civil penalty as provided in section 1-9(a).

(Code 2017, § 12-43; Ord. No. 2424, § 1, 3-24-2003)

Sec. 10-48. - Frequency of collection; collection vehicles; place of disposal.

- (a) Those persons licensed in accordance with this article shall collect the garbage at least once a week, and more frequently if required for health reasons.
- (b) Licensees shall haul garbage in vehicles containing tightly covered boxes or receptacles, and all garbage shall be removed and disposed of outside the city limits.

(Code 2017, § 12-44; Ord. No. 2424, § 1, 3-24-2003)

Sec. 10-49. - Fee for disposal of garbage and refuse by private contractors at city owned locations.

The city council shall annually by resolution establish a fee to be charged to private contractors that dispose of garbage and refuse at city owned locations.

(Code 2017, § 12-45; Ord. No. 2424, § 1, 3-24-2003)

Secs. 10-50-10-71. - Reserved.

**ARTICLE III. - CITY DUMPING GROUNDS** 

Sec. 10-72. - Authority to establish.

The council may provide and establish, by ordinance or resolution, certain places as burying, dumping and burning grounds to be used as burying grounds for dead animals and as dumping and burning grounds for all garbage matter, offensive materials and substances and other refuse and rubbish accumulating within the limits of the city.

(Code 2017, § 12-61)

Sec. 10-73. - Unlawful dumping; filling on private land.

Any person who shall use any lot, open space, street or roadway in the city, instead of the burying, dumping and burning ground provided for and established by the council, for the dumping or depositing of dead animal matter, garbage matter, offensive materials and substances and other refuse or rubbish shall be guilty of a misdemeanor, and upon conviction thereof shall be punished in accordance with section 1-8; provided, however, that any person owning a lot or tract of ground which is low and in need of being filled may file with the city clerk a bond in the amount of \$200.00 guaranteeing that such person will keep the lot or tract of ground in a sanitary and sightly condition, and may then have such lot or tract of ground filled by dumping rubbish such as ashes, earth and stones thereon on the approval of the bond by the council.

(Code 2017, § 12-64)

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

AN ORDINANCE REPEALING SECTION 10-4, DISPOSAL BY BUSINESS ESTABLISHMENTS; SPECIAL FEE FOR UNIVERSITY OF NORTHERN IOWA AND OTHER PUBLIC AGENCIES; AND SECTION 10-5, SERVICE CHARGES—ESTABLISHED; AND SECTION 10-13, PRIVATELY OWNED OR LEASED TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 10-4, DISPOSAL BY BUSINESS ESTABLISHMENTS; SPECIAL FEE FOR UNIVERSITY OF NORTHERN IOWA AND OTHER PUBLIC AGENCIES; AND NEW SECTION 10-5, SERVICE CHARGES—ESTABLISHED; AND NEW SECTION 10-13, PRIVATELY OWNED OR LEASED TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS.

Section 1. Section 10-4, Disposal by business establishments; special fee for University of Northern Iowa and other public agencies, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 10-4, Disposal by business establishments; special fee for University of Northern Iowa and other public agencies, is enacted in lieu thereof, as follows:

# Sec. 10-4. - Disposal by business establishments; special fee for University of Northern Iowa and other public agencies.

Any place of business may, in lieu of having the city collect its garbage and refuse, have the garbage and refuse collected by a private licensed collector, or it may apply to the mayor or director of sanitation for a special permit to haul its own garbage and refuse to the city disposal area; provided, however, that no person conducting a business and holding such a permit shall haul any garbage and refuse for any other person, nor from the residence of such permit holder or the residence of any officer, member, employee or agent of such permit holder. A holder of such permit shall pay the fee or charge for depositing garbage and refuse in the place provided therefor in accordance with the fee established by the city, except that the fee for the University of Northern Iowa and other public agencies for depositing its solid waste at the city transfer station shall be \$9.00 over the then current landfill rate per ton (effective July 1, 2020 the landfill rate is \$42.25/per ton), rather than \$65.00 per ton as provided in section 10-5(g). The landfill rate is subject to change annually.

Section 2. Section 10-5, Service charges – Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 10-5, Service charges – Established, is enacted in lieu thereof, as follows:

## Sec. 10-5. - Service charges—Established.

- (a) *Household units.* The expense of garbage and refuse service and automated yard waste service shall be a charge against the owner or occupant of every household unit within the city in the amount of:
  - (1) Thirteen dollars per month for non-automated garbage truck routes. This base charge allows the placement of two garbage units for weekly pickup. A garbage unit may be either a plastic bag or a commercial manufactured garbage can with a lid. The maximum size for a garbage unit shall not exceed 33 gallons or weigh more than 60 pounds. Each garbage unit in excess of

the two allowed each week must have a city garbage bag tag attached in order to be picked up.

(2) Automated garbage refuse collection fees shall be as follows for a city-issued container:

Container	Effective 1/1/2021	 Effective 1/1/2022
32 Gallons	\$ 9.23	\$ 9.46
68 Gallons	\$ 17.43	\$ 17.86
95 Gallons	\$ 27.16	\$ 27.84

City of Cedar Falls Automated Garbage Refuse Collection Fees

One additional garbage unit may be placed on top of the automated cart if said unit has a city garbage bag tag attached and meets the size limits defined in subsection (a)(1) of this section.

- (3) Automated yard waste collection fees shall be as follows: \$7.00 per container per dump for a city-issued 95 gallon yard waste container, increasing to \$10.00 per container per dump effective on and after July 1, 2013; provided, however, that effective on and after January 1, 2014, and during such time periods in the spring and fall of each year as shall be determined by the director of public works and announced to the public, such charge shall be one-half of the regular \$10.00 per container per dump fee, that is, \$5.00 per container per dump.
- (4) Effective on and after January 1, 2021, bulk items left at the curb for city pick-up if the city is called for pick-up, shall be \$10.00 per stop for the first 10 items and \$20 for over 10 items, plus the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section. Bulk items, other than appliances, brought to the city transfer station, shall be charged as solid waste as provided in the chart in subsection (g) of this sections, and automobile, truck and tractor tires and tractor tires and rims, brought to the city transfer station shall be charged as provided in the chart in subsection (g) of this section.
- (5) The owner or occupant of any household unit within the city may request one additional cityissued, 95-gallon yard waste container for such household unit, at a one-time, non-refundable fee of \$50.00. Such additional yard waste container shall at all times remain the property of the city. No more than a total of two yard waste containers shall be allowed for any household unit in the city.
- (b) Residential units. The expense of garbage and refuse service and automated yard waste service shall become a charge against the owner or occupant of every residential unit, at the same rate as is provided for household units in subsection (a) of this section, on a per-residential-unit basis or part thereof. A residential unit, for purposes of this subsection, shall consist of four people unrelated by blood, marriage or adoption.
- (c) Churches and similar institutions. The expense of garbage and refuse service and automated yard waste service shall become a charge against each church or similar institution which uses the garbage and refuse service or the automated yard waste service of the city, at the residential unit rate as established in subsection (a).

- (d) Penalty for late payment. There shall be assessed a penalty if the bill for garbage and refuse service or the automated yard waste service is not paid at the time indicated on the consumer's regular monthly utility bill. The penalty shall be in the same amount as authorized for municipal utilities under state law.
- (e) Reduction for low-income households. The owner or occupant of every household unit which meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a 50 percent reduction in the monthly garbage and refuse service charges as established in subsection (a)(2) of this section.
- (f) Collection of garbage and refuse at commercial or apartment buildings through the use of *dumpsters*. The dumping fee for the use of dumpsters used to collect garbage and refuse at commercial or apartment buildings shall be:

Container Dumpster Fee						
Effective Date	e Rate					
January 1, 2021	\$	53.00				
January 1, 2022	\$	71.00				
January 1, 2023	\$	89.00				
January 1, 2024	\$	107.00				
January 1, 2025	\$	125.00				

## **City of Cedar Falls**

# (g) Garbage and refuse and yard waste service charges.

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$10.00/each
Cathode ray tube monitors (computer and television monitors)	\$7.50/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each

Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	see Subsection 10.5(f) for rate schedule
Three yard containers	see Subsection 10.5(f) for rate schedule
Solid waste disposal bags brought to the city transfer station	\$0.75/each
Minimum tipping fees at the city transfer station:	1
Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Solid Waste / Demolition dumping at the city transfer station	\$65.00/ton
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station	\$40.00/ton
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station	\$65.00/ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non-refundable Fee)	\$50.00
Commercial Cardboard Containers	\$10.00/dump
Commercial Bulk Recycling drop off	\$50.00/dump

(h) The placing of or failure to remove garbage or yard waste container within specified time limits. The placing of or failure to remove a garbage or yard waste container as required in section 10-3(b) shall result in a service charge of \$5.00 per occurrence to be assessed to the owner or occupant of any private dwelling, trailer, apartment or business establishment, the same to be collected as provided in section 10-6.

(i) Asphalt shingle recycling. An asphalt shingle recycling site at the city transfer station shall be provided in order to accept asphalt shingles for recycling. Asphalt shingles which are free of contaminants which include, but are not limited to, wood, metal flashing, shingle wrappers, trash or other debris, shall be accepted for recycling at the city transfer station at a favorable tipping fee, as set forth in the table contained in subsection (g) of this section. However, asphalt shingles containing contaminants which are dumped at the shingle recycling site at the city transfer station shall be subject not only to the normal tipping fee for demolition dumping at the city transfer station, but shall also be subject to a \$10.00 per ton service charge all as set forth in the table contained.

Section 3. Section 10-13, Privately owned or leased trash dumpsters or receptacles in city parking lots, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 10-13, Privately owned or leased trash dumpsters or receptacles in city parking lots, is enacted in lieu thereof, as follows:

### Sec. 10-13. - Privately owned or leased trash dumpsters or receptacles in city parking lots.

- (a) Any person who desires to place a privately owned or leased trash dumpster or receptacle upon a space in a municipally owned or leased off-street parking lot within the city shall first file an application for a permit with the city clerk, and shall pay an annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall be submitted by such person, and shall show the size of the trash dumpster or receptacle, and the location of the proposed placement of the trash dumpster or receptacle within the municipal parking lot.
- (b) Issuance of an annual permit for a private trash dumpster or receptacle by the city clerk shall be subject to approval of the city director of public works. A permit issued under this section shall be issued for a period of one year, and may be renewed by the permit holder upon filing of an application for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the terms of the original application or permit is proposed to be revised, and if so, the particulars of the proposed revisions.
- (c) The city shall designate certain spaces or areas, within various municipally owned or leased offstreet parking lots within the city, upon which such trash dumpsters or receptacles may be placed. Such designation shall include appropriate painting on the parking lot surface and/or appropriate signage, delineating the area and use for such space. The city may limit the number and size of such spaces or areas within a particular lot or lots in the city, and the number of permits issued under this section, and may completely exclude provision for any such spaces or areas within a particular lot or lots, in its sole discretion, if deemed necessary to maintain adequate access, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the municipal parking lot or the surrounding area, to preserve space for vehicular parking, or for any other valid public purpose or purposes.
- (d) The director of public works or designee shall order the immediate removal of any trash receptacle or dumpster owned or leased by a permit holder, in the event that the permit for such trash dumpster or receptacle has expired, or the annual fee has not been paid to the city, or in the event such trash dumpster or receptacle is causing a hazard to public safety, health, or welfare, or is

causing damage to public property, including damage to the surface or curbing of the parking lot or of any publicly-owned fixtures located thereon, or is in any other manner interfering with proper maintenance of the parking lot, including removal of ice and snow from the municipal lot or other adjacent public property. If any such trash receptacle or dumpster is in an unsightly condition, the director of public works or designee may, in his or her discretion, require the permit holder to erect or construct an enclosure to screen such unsightly trash receptacle or dumpster from public view.

- (e) The city shall have no responsibility regarding the depositing of trash within any privately owned or leased trash dumpster or receptacle which is placed on a municipal lot as provided in this section, shall have no responsibility for removal of the trash from such dumpster or receptacle (unless the permit holder has made arrangements for removal of such trash by the city as provided in this article), and shall have no responsibility for determining any arrangements for rental, use, maintenance, repair, or replacement of such dumpster or receptacle, all of which shall be the responsibility of either the permit holder or the private firm responsible for removal of the trash therefrom.
- (f) Any person who places, or causes to be placed, a privately owned or leased trash dumpster or receptacle in or upon any municipally leased or owned off-street parking lot within the city in any way contrary to the provisions of this section shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty as punishable as provided in section 1-9(a).

INTRODUCED:	October 5, 2020
PASSED 1 <sup>ST</sup> CONSIDERATION:	
PASSED 2 <sup>ND</sup> CONSIDERATION:	
PASSED 3 <sup>RD</sup> CONSIDERATION:	
ADOPTED:	

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

# Daily Invoices for Council Meeting 10/05/20 ACCOUNT ACTIVITY LISTING

PREPARED 10/01/2020, 11:45:36

PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNTING PERIOD 03/2021

NBR NB	O ACCTGTRANSACTION R PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
	GENERAL FUND			
	-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT			
458	03/21 AP 09/02/20 0005200 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	178.59		10/01/20
	ACCOUNT TOTAL	178.59	. 00	178.59
101-1028	-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE			
501	03/21 AP 09/17/20 0394933 CARMAN, GAVIN TUITION REIMBURSEMENT HUMAN BIOLOGY & NUTRITION	1,412.11		09/25/20
	ACCOUNT TOTAL	1,412.11	ii, 00	1,412.11
101-1028	-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES			
458	03/21 AP 09/30/20 0005215 FARMERS STATE BANK	12.00		10/01/20
458	INCOMING WIRE FEE MIDWEST ONE CD 03/21 AP 09/23/20 0005214 FARMERS STATE BANK	20.00		10/01/20
458	VOYA OUTGOING WIRE FEE 09/25/20 PAYROLL 03/21 AP 09/09/20 0005213 FARMERS STATE BANK	20.00		10/01/20
	VOYA OUTGOING WIRE FEE 09/11/20 PAYROLL			
	ACCOUNT TOTAL	52.00	.00	52.00
101-1048	-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT			
458	03/21 AP 09/02/20 0005200 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	63.98		10/01/20
	ACCOUNT TOTAL	63.98	. 00	63.98
101-1060	-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT			
458	03/21 AF 09/23/20 0005203 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	77.50		10/01/20
458	03/21 AP 09/16/20 0005201 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	77.50		10/01/20
458	03/21 AP 09/02/20 0005200 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	20.00		10/01/20
	ACCOUNT TOTAL	175.00	. 00	175.00
101-1060	-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
458	03/21 AP 09/02/20 0005236 PROFESSIONAL SOLUTIONS AUGUST CREDIT CARD FEES	12.69		10/01/20
	ACCOUNT TOTAL	12.69		12.69

OGRAM FY OF	GM3 CEDA	60L AR FALLS		ACCOUNT ACTIVITY LISTIN			PAGE 2 PERIOD 03/202
DUP BR	PO NBR	PER.	TRANSACTION CD DATE NUMBER		DEBITS	CREDITS	CURRENT
							PUST DI
		IERAL FU		S / RECORDING FEES			
526				BLACK HAWK CO.RECORDER	12.00		09/29/20
				610 W.6TH STM.BOELTS			,
501		03/21	AP 09/24/20 0394932 INANCE NO.2969		12.00		09/25/20
501			AP 09/24/20 0394932		72.00		09/25/20
			M.WTR.MAINT.& RPR.	AGRMT TRINITY CHURCH	57.00		20/05/0
501			AP 09/24/20 0394932	BLACK HAWK CO.RECORDER	57.00		09/25/20
501			.FNL.ASSESS.PROC. AP 09/24/20 0394932	DEKOCK-1122 W. 22ND ST. BLACK HAWK CO.RECORDER	57.00		09/25/20
301			.FNL.ASSESS.PROC.	PORTER-234 CLARK DRIVE	57.00		09/23/2
501		03/21	AP 09/24/20 0394932 .FNL.ASSESS.PROC.	BLACK HAWK CO.RECORDER BUSHBY-2013 MAPLEWOOD DR	52.00		09/25/20
550		04/21	AP 09/24/20 0394941 INANCE NO.2969		5.00		10/01/2
463		03/21	AP 09/17/20 0394912 ISFACT.& DISCHARGE	BLACK HAWK CO.RECORDER	7.00		09/21/20
			ACCOUNT TOTAL		274.00	. 00	274.0
			MEGORIE NIROUG, GROUT				
01-11 458			MISCELLANEOUS SERVIO	PROFESSIONAL SOLUTIONS	7.13		10/01/2
400			CREDIT CARD FEES	FROTESSIONAL SOLUTIONS	7.15		10/01/2
501		03/21		CEDAR FALLS UTILITIES	128.72		09/25/2
		OT A DE LA	ACCOUNT TOTAL		135.85	. 0 0	135.8
01-11 463		03/21	MISCELLANEOUS SERVIC AP 09/11/20 0394915 LOCAL PORTION LIC.	ES / REFUNDS CASEY'S GENERAL STORE #2865	25.00		09/21/2
			ACCOUNT TOTAL		25.00	. 00	25.0
	35-41			ES / CREDIT CARD CHARGES			
58			AP 09/02/20 0005231	PROFESSIONAL SOLUTIONS	600.41		10/01/2
58		03/21	CREDIT CARD FEES AP 09/02/20 0005232 CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	360.85		10/01/2
58		03/21	CREDIT CARD FEES AP 09/02/20 0005234 CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	365.44		10/01/2
			ACCOUNT TOTAL		1,326.70	. 0 0	1,326.7
)1-22 181	45-44		MISCELLANEOUS SERVIO AP 09/22/20 0394927	ES / SINGLE FAM CONV INCENTIVE	5,000.00		09/23/2

PREPARED 10/01/2020, 11:45:36 PROGRAM GM360L CITY OF CEDAR FALLS		ACCOUNT ACTIVITY LISTING		PAGE 3 ACCOUNTING PERIOD 03/2021		
GROUP PO NBR NBF	O ACCTGTRANSACTION R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
	GENERAL FUND	S / SINGLE FAM CONV INCENTIVE				
	ACCOUNT TOTAL		5,000.00	. 0 0	5,000.00	
101-2253- 501	-423.85-01 UTILITIES / UTILITIES 03/21 AP 09/01/20 0394934 UTILITIES THRU 09/01/20		4,406.51		09/25/20	
	ACCOUNT TOTAL		4,406.51	. 0 0	4,406:51	
	-423.85-05 UTILITIES / POOL UTII 03/21 AP 09/01/20 0394934 UTILITIES THRU 09/01/20		5,924.28		09/25/20	
	ACCOUNT TOTAL		5,924.28	. 00	5,924.28	
101-2253- 458 458	-423.89-04 MISCELLANEOUS SERVICI 03/21 AP 09/22/20 0005220 SEMI MONTHLY SALES TAX 03/21 AP 09/09/20 0005218 SEMI MONTHLY SALES TAX	IOWA DEPT.OF REVENUE RECREATION IOWA DEPT.OF REVENUE	485.62 1.097.23		10/01/20 10/01/20	
	ACCOUNT TOTAL		1,582.85	. 00	1,582.85	
101-2253- 550	-423.89-14 MISCELLANEOUS SERVICI 04/21 AP 09/26/20 0394942 REFUND-PARTIAL MEMBERSHIP		232.00		10/01/20	
481	03/21 AP 09/21/20 0394925 REFUND-PARTIAL MEMBERSHIP	ANN PIXLER	85.00		09/23/20	
	ACCOUNT TOTAL		317.00	÷00	317.00	
101-2253- 458	423.89-15 MISCELLANEOUS SERVICH 03/21 AP 09/08/20 0005206 AUGUST CREDIT CARD FEES	S / CREDIT CARD CHARGES COMMUNITY BANKERS MERCHANT SV	315.97		10/01/20	
458	03/21 AP 09/08/20 0005240 GATEWAY FEES	VANTIV INTEGRATED PAYMENT SOL 08/01-08/31/20	50.00		10/01/20	
458	03/21 AP 09/02/20 0005235 AUGUST CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	1 <b>9</b> 5.07		10/01/20	
458	03/21 AP 09/02/20 0005237 AUGUST CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	219.04		10/01/20	
	ACCOUNT TOTAL		780.08	- 00	780.08	

PREPARED 10/01/2020, 11:45:36 AC PROGRAM GM360L CITY OF CEDAR FALLS				ACCOUNT ACTIVITY LISTIN		PAGE 4 ACCOUNTING PERIOD 03/2021		
GROUP PO NBR NBR	ACCTG PER.	 CD	- TRANSAC DATE	TION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 101 G	ENERAL FU 423.85-01 03/21	UTII AP 09	JITIES /	UTILITIES 394934		729.76		09/25/20
			ACCOU	NT TOTAL		729.76	.00	729.76
101-2280- 458	03/21	AP 09		005206	S / CREDIT CARD CHARGES COMMUNITY BANKERS MERCHANT SV	24.95		10/01/20
458	03/21	AP 09		005229	PROFESSIONAL SOLUTIONS	33.06		10/01/20
			ACCOU	NT TOTAL		58.01	. 00	58.01
101-4511- 458	03/21	AP 09	)/23/20 <sup>0</sup>	005203	S. REIMBURSEMENT ADVANTAGE ADMIN-SECT.105	470.38		10/01/20
458	03/21	AP 09	REIMBURS 7/16/20 0 REIMBURS	005201	ADVANTAGE ADMIN-SECT.105	9.70		10/01/20
458	03/21	AP 09		005201	ADVANTAGE ADMIN-SECT.105	470.38		10/01/20
			ACCOU	INT TOTAL		950.46	- 0 0	950.46
101-4511- 463	03/21	AP 08	3/05/20 0	394919	ION / TRAVEL (FOOD/MILEAGE/LOD) ROSS, MAXTON CEDAR RAPIDS	19.29		09/21/20
			ACCOU	INT TOTAL		19.29	, 00	19.29
	03/21	AP 0	9/17/20 0	394923	ION / EDUCATION YOUNG, NOLAN 08/24/20-12/17/20	201.16		09/21/20
463	03/21	AP 0	9/17/20 0	394910	BALTES, THOMAS 08/24/20-12/17/20	201.16		09/21/20
			ACCOU	INT TOTAL		402.32	. 00	402.32
101-4511- 501	03/21	AP 0		394934	CEDAR FALLS UTILITIES	951.92		09/25/20
			ACCOU	INT TOTAL		951.92	. 00	951.92

PREPARED 10/01/2020, 11:45:36 PROGRAM GM360L CITY OF CEDAR FALLS						PAGE 5 ACCOUNTING PERIOD 03/2021		
NBR NBF	ACCTGTRANSA R PER. CD DATE	CTION NUMBER		DEBITS	CREDITS	CURRENT BALANCE		
רסו מאוזי	GENERAL FUND							
	-415.64-02 INSURANCE /	0005203	3. REIMBURSEMENT ADVANTAGE ADMIN-SECT.105	104.40		10/01/20		
458		0005201	ADVANTAGE ADMIN-SECT.105	20.00		10/01/20		
	ACCO	UNT TOTAL		124.40	0.0	124,40		
	-415.72-01 OPERATING S							
458	03/21 AP 09/02/20 AUGUST CREDIT CARD		PROFESSIONAL SOLUTIONS	8.42		10/01/20		
501		0394934	CEDAR FALLS UTILITIES	164.26		09/25/20		
	ACCO	UNT TOTAL		172.68		172.68		
101 5501	ALE OF OF TRANSDOPTAT	TONERDUCAT	ION / TRAVEL (FOOD/MILEAGE/LOD)					
463	03/21 AP 09/11/20		ROSS, MAXTON	50.22		09/21/20		
	RMB: MEALS-ILEA; HAWK		WATERLOO	22.51		00/03/00		
463	03/21 AP 09/02/20 RMB:MEALS-ILEA;HAWK		ROSS, MAXTON WATERLOO	33.51		09/21/20		
463	03/21 AP 08/28/20		ROSS, MAXTON	43.18		09/21/20		
	RMB: MEALS - ILEA; HAWK		WATERLOO			00/00/00		
526	03/21 AP 08/28/20 RMB:TRVL-DRIVING IN		SHAFER, SAM NEWTON	166.80		09/29/20		
463	03/21 AP 08/20/20		ROSS, MAXTON	42.60		09/21/20		
105	RMB: MEALS-ILEA; HAWK		WATERLOO					
481	03/21 AP 08/15/19		HOEFT, MORGAN	12.50		09/23/20		
	RMB:MEAL-ILEA TESTI		AMES;REISSUE CK#394724		12,50	09/28/20		
512	03/21 AP 08/15/19 VOID-CHECK LOST AGA		HOEFT, MORGAN RMB:MEAL-ILEA TESTING		12.50	05/28/20		
	ACCC	UNT TOTAL		348.81	12.50	336.31		
101-6613 501	-433.85-01 UTILITIES / 03/21 AP 09/01/20 UTILITIES THRU 09/0	0394934	CEDAR FALLS UTILITIES	224.79		09/25/20		
	ACCC	OUNT TOTAL		224.79	5 0 0	224.79		
	-446.85-01 UTILITIES /			7,060.95		09/25/20		
501	03/21 AP 09/01/20 UTILITIES THRU 09/0		CEDAR FALLS UTILITIES	7,000.35		09/23/20		
	ACCO	OUNT TOTAL		7,060.95	. 00	7,060.95		

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PREPARED 10/01/2020, 11:45:36 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY LISTING		PAGE 6 ACCOUNTING PERIOD 03/2021	
GROUP PO ACCTGTRANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 101 GENERAL FUND 101-6623-423.85-01 UTILITIES / UTILITIES 501 03/21 AP 09/01/20 0394934 ( UTILITIES THRU 09/01/20		983.00		09/25/20
ACCOUNT TOTAL		983.00	. 0 0	983.00
101-6633-423.85-01 UTILITIES / UTILITIES 501 03/21 AP 09/01/20 0394934 ( UTILITIES THRU 09/01/20	CEDAR FALLS UTILITIES	1,852.29		09/25/20
ACCOUNT TOTAL		1,852.29		1,852.29
FUND TOTAL		35,545.32	12.50	35,532.82
FUND 203 TAX INCREMENT FINANCING FUND 206 STREET CONSTRUCTION FUND 206-6637-436.72-56 OPERATING SUPPLIES / FI 501 03/21 AP 09/01/20 0394934 ( UTILITIES THRU 09/01/20		111.77		09/25/20
ACCOUNT TOTAL		111.77		111.77
206-6637-436.85-01 UTILITIES / UTILITIES 501 03/21 AP 09/01/20 0394934 ( UTILITIES THRU 09/01/20	CEDAR FALLS UTILITIES	225.24		09/25/20
ACCOUNT TOTAL		225.24	.00	225.24
206-6647-436.85-01 UTILITIES / UTILITIES 501 03/21 AP 09/01/20 0394934 ( UTILITIES THRU 09/01/20	CEDAR FALLS UTILITIES	1,190.69		09/25/20
ACCOUNT TOTAL		1,190.69	. 00	1,190.69
FUND TOTAL		1,527.70		1,527.70
FUND 215 HOSPITAL FUND 215-1230-421.89-45 MISCELLANEOUS SERVICES 501 03/21 AP 09/01/20 0394935 ( PROPERTY TAXES-BELZ FARM		5,142.00		09/25/20
ACCOUNT TOTAL		5,142.00	. 00	5,142.00

	:36 ACCOUNT ACTIVITY LISTING		PAGE 7 ACCOUNTING PERIOD 03/2021		
ACCTCTRANSACTION	DESCRIPTION			CURRENT BALANCE POST DT	
SPITAL FUND					
FUND TOTAL		5,142.00	- 0 0	5,142.00	
LICE BLOCK GRANT FUND					
CTION 8 HOUSING FUND					
				/ /	
HAP_Prior D 102020				09/30/20	
	METROPOLITAN COUNCIL - HRA	447.00		09/30/20	
04721 AP 10/01/20 0037071	RINNELS, DOUGLAS G.	277.00		09/30/20	
04/21 AP 10/01/20 0037020	CHESTNUT, SHAWN	439.00		09/30/20	
04/21 AP 10/01/20 0037082	WEVERINK, TOM	1,150.00		09/30/20	
04721 AP 10/01/20 0037082	WEVERINK, TOM	497.00		09/30/20	
04721 AP 10/01/20 0037066	OLSON & ESTATES LLC	437.00		09/30/20	
04721 AP 10/01/20 0037066	OLSON & ESTATES LLC	364.00		09/30/20	
HAP Himes G 102020 04/21 AP 10/01/20 0037066	OLSON & ESTATES LLC	399.00		09/30/20	
HAP Halterman A 102020 04/21 AP 10/01/20 0037066	OLSON & ESTATES LLC	210.00		09/30/20	
HAP_Stevens B 102020 04/21 AP 10/01/20 0037066	OLSON & ESTATES LLC	381.00		09/30/20	
HAP_Hepker D 102020		394.00		09/30/20	
HAP_Graves D 102020				09/30/20	
HAP_Weaver J 102020				09/30/20	
HAP_Blake M 102020					
HAP_Easterling R 102020				09/30/20	
	EXCEPTIONAL PERSONS, INC.	391.00		09/30/20	
04/21 AP 10/01/20 0037034	EXCEPTIONAL PERSONS, INC.	364.00		09/30/20	
04/21 AP 10/01/20 0037034	EXCEPTIONAL PERSONS, INC.	158.00		09/30/20	
04/21 AP 10/01/20 0037034	EXCEPTIONAL PERSONS, INC.	427.00		09/30/20	
04/21 AP 10/01/20 0037034	EXCEPTIONAL PERSONS, INC.	196.00		09/30/20	
04/21 AP 10/01/20 0037041	GOLD FALLS VILLA	462.00		09/30/20	
04/21 AP 10/01/20 0037041	GOLD FALLS VILLA	419.00		09/30/20	
	SPITAL FUND FUND TOTAL LICE BLOCK GRANT FUND CTION 8 HOUSING FUND 32.89-61 MISCELLANEOUS SERVIO 04/21 AP 10/01/20 0037063 HAP_MCCalister R 102020 04/21 AP 10/01/20 00370701 HAP_MCCalister R 102020 04/21 AP 10/01/20 0037082 HAP_Chestnut N 102020 04/21 AP 10/01/20 0037082 HAP_Archer A 102020 04/21 AP 10/01/20 0037086 HAP_Stewart J 102020 04/21 AP 10/01/20 0037066 HAP_Bakel P 102020 04/21 AP 10/01/20 0037066 HAP_Himes G 102020 04/21 AP 10/01/20 0037066 HAP_Halterman A 102020 04/21 AP 10/01/20 0037064 HAP_Halterman A 102020 04/21 AP 10/01/20 0037064 HAP_Halterman A 102020 04/21 AP 10/01/20 0037034 HAP_Hapker J 102020 04/21 AP 10/01/20 0037034 HAP_Blake M 102020 04/21 AP 10/01/20 0037034 HAP_Laterling R 102020 04/21 AP 10/01/20 0037034 HAP_Laterling N 102020 04/21 AP 10/01/20 0037034 HAP_Laterling N 102020 04/21 AP 10/01/20 0037034 HAP_Nissen A 102020 04/21 AP 10/01/20 0037034 HAP_Later J 10/2020 04/21 AP 10/01/20 0037034 HAP_Nissen A 102020 04/21 AP 10/01/20 0037034 HAP_Anderson B 102020 04/21 AP 10/01/20 0037034 HAP_Shuman J 102020	SPITAL FUND     LUCE TAUX     LUCE ALCX GRANT FUND     32.89-61 MISCELLANEOUS SERVICES / HOUS ASSIST PMTS-OCCUPIED     04/21 AP 10/01/20 003701   BAUCH, JAMES C     04/21 AP 10/01/20 003703   METROPOLITAN COUNCIL - HRA     HAP MCCalister R 102020   04/21 AP 10/01/20 003701     04/21 AP 10/01/20 0037020   CHESTNUT, SHAW     04/21 AP 10/01/20 0037060   CHESTNUT, STAW     04/21 AP 10/01/20 0037060   CHESTNUT, STAW     04/21 AP 10/01/20 0037060   CHESTNUT, STATES LLC     AP HANC   CHESTNUT, STAW     04/21 AP 10/01/20 0037060   CHESTNUT, STATES LLC     AP HANDOL/20 0037060   CHESTNUT & ESTATES LLC     AP HANDOL/20 0037060   CHESTNUT & ESTATES LLC	SPITAL FUND   S, 142.00     LICE BLOCK GRANT FUND CTION & HOUSING FUND 32.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED 04/21 AP 10/01/20 0037063 METROPOLITAN COUNCIL - HRA APP MICCIELINGCOLLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED 04/21 AP 10/01/20 003701 RINNELS, DOUGLAS G. 04/21 AP 10/01/20 003702 CHESTNUT, SNAWN APP MICCIELING 04/21 AP 10/01/20 003702 CHESTNUT, SNAWN APP CHESTNUT N 10/200 04/21 AP 10/01/20 0037062 CHESTNUT, SNAWN APP CHESTNUT N 10/200 04/21 AP 10/01/20 0037062 CHESTNUT, SNAWN APP CHESTNUT N 10/200 04/21 AP 10/01/20 0037062 CHESTNUT, SNAWN APP CHESTNUT N 10/200 04/21 AP 10/01/20 0037065 CLESON & ESTATES LLC 04/21 AP 10/01/20 0037066 CLESON & ESTATES LLC 04/21 AP 10/01/20 0037064 EXCEPTIONAL PERSONS, INC. 04/21 AP	FUND TOTAL   5,142.00   .00     LLCE BLOCK GRANT FUND   CTION 8 HOUSING FUND	

ACCOUNT	ACTIVITY	LISTING

ROGRAI ITY OI	M GM: F CEDA	360L AR FALLS		1:45:36				PAGE 8 ACCOUNTING PERIOD 03/2021		
ROUP NBR	PO NBR	ACCTG PER.	CD	TRANSAC	FION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURREN BALANC	
									POST DT	
	12 05	CTTON 0		SING FUND						
0NU 2. 217-2	17 SEU 214-4	22 89-61	MT	SING FUND	S SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED	continued			
534	214-4			10/01/20 0		FORTSCH, ALEX E.	1,000.00		09/30/2	
221				T 102020						
534				10/01/20 0	037081	WEVERINK, RANDY	177.00		09/30/2	
		HAP Jan	sse	n M 102020						
534		04/21	AP	10/01/20 0	037081	WEVERINK, RANDY	607.00		09/30/2	
				D 102020					/ / .	
534				10/01/20 0	037038	GEELAN, JOSEPH N.	372.00		09/30/2	
		HAP_Juh							00/00/0	
534				10/01/20 0	037038	GEELAN, JOSEPH N.	240.00		09/30/2	
				T 102020			101 00		09/30/2	
534				10/01/20 0		CLARK ENTERPRISES LLC	191.00		03/30/2	
534				n K 102020 10/01/20 0		CLARK ENTERPRISES LLC	520 00		09/30/2	
534				Munguia l		CLARK ENTERPRISES DEC	520 00		007,0072	
534				10/01/20 0		CLARK ENTERPRISES LLC	480.00		09/30/2	
234				102020	037022	CHARK BATERIAIDE BEC				
534				10/01/20 0	037022	CLARK ENTERPRISES LLC	177.00		09/30/2	
551				T 102020	037022					
534				10/01/20 0	037042	GRAY, LEROY L. OR CAROLYN K	650,00		09/30/2	
		HAP Jen	kin	s D 102020						
534		04/21	AP	10/01/20 0	037014	BARTELT PROPERTIES L.C.	1,100.00		09/30/2	
				G 102020						
534				10/01/20 0		BARTELT PROPERTIES L.C.	437,00		09/30/2	
				edhin A 10					~~ / ~ ~ / /	
534				10/01/20 0	037014	BARTELT PROPERTIES L.C.	158.00		09/30/2	
		HAP_Cob					600.00		09/30/:	
534				10/01/20 0		BARTELT PROPERTIES L.C.	689_00		09/30/.	
				rd C 10202		PROF MANAGEMENT CROUD IIC	674.00		09/30/2	
534				10/01/20 0	0501050	EDGE MANAGEMENT GROUP, LLC	874.00		00/00/2	
534				C 102020 10/01/20 0	027020	EDGE MANAGEMENT GROUP, LLC	946.00		09/30/:	
554				T 102020	037030	EDGE MANAGEMENT GROOT, DEC				
534				10/01/20 0	037025	COOK CO.HOUSING AUTHORITY	319.00		09/30/3	
224				ein K 1020						
534				10/01/20 0		PURDY PROPERTIES, LLC	720.00		09/30/:	
				t D 102020						
534		04/21	AP	10/01/20 0	037070	PURDY PROPERTIES, LLC	950.00		09/30/:	
				gs A 10202						
534				10/01/20 0	037070	PURDY PROPERTIES, LLC	631.00		09/30/:	
				L 102020			204 00		00/20/2	
534				10/01/20 0	037028	D & J PROPERTIES	304.00		09/30/2	
5.2.4				102020	037030	D C T DDODERTIES	503.00		09/30/2	
534				10/01/20 0	037028	D & J PROPERTIES	505.00		07/50/2	
534				F 102020 10/01/20 0	037028	D & J PROPERTIES	142.00		09/30/2	
334				S 102020	V3/V20	D & C FROFERIED	112 00		, 50,	
534				10/01/20 0	037028	D & J PROPERTIES	663.00		09/30/2	
734				M 102020	00/020				,	

PROGRAM CITY OF C	EDAR FALLS			PAGE 9 ACCOUNTING PERIOD 03/2021	
		DESCRIPTION		CURRENT	
FUND 217 217-2214	SECTION 8 HOUSING FUND -432.89-61 MISCELLANEOUS SERVIC HAP Delauney C 102020	ES / HOUS.ASSIST PMTS-OCCUPIED	continued		
534	04/21 AP 10/01/20 0037027 HAP Barr G 102020	CV PROPERTIES, LLC	295.00	09/30/20	
534	04/21 AP 10/01/20 0037075 HAP REFSHAUGE T 102020	STANDARD FAMILY ASSIST.LIVING	162.00	09/30/20	
534	04/21 AP 10/01/20 0037018 HAP Becerra C 102020	CEDAR APARTMENTS LLC	195.00	09/30/20	
534	04/21 AP 10/01/20 0037018	CEDAR APARTMENTS LLC	155.00	09/30/20	
534	HAP Groskurth D 102020 04/21 AP 10/01/20 0037046	HAUS TO HOME INVESTMENTS	514.00	09/30/20	
534	HAP_Lehr B 102020 04/21 AP 10/01/20 0037057	KYLER, DEBRA K.	577.00	09/30/20	
534	HAP_Mussman C 102020 04/21 AP 10/01/20 0037073	SCHUERMAN PROPERTIES, LLC	823.00	09/30/20	
534	HAP_Jurries P 102020 04/21 AP 10/01/20 0037073	SCHUERMAN PROPERTIES, LLC	895.00	09/30/20	
534	HAP_Boehmer R 102020 04/21 AP 10/01/20 0037076	SWEETING, LARRY	612.00	09/30/20	
534	HAP_Schumacher D 102020 04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L	386.00	09/30/20	
534	HAP_Good S 102020 04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L	336.00	09/30/20	
534	HAP_Ford M 102020 04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L	403.00	09/30/20	
534	HAP_Toms L 102020 04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L		09/30/20	
534	HAP_Turner S 102020 04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L	485.00	09/30/20	
534	HAP_Henning S 102020 04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L		09/30/20	
	HAP_Lebahn B 102020 04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L		09/30/20	
534	HAP_Martin H 102020	THUNDER RIDGE SR.APARTMENTS L		09/30/20	
534	04/21 AP 10/01/20 0037078 HAP_Strickland L 102020				
534	04/21 AP 10/01/20 0037078 HAP_Matthias L 102020	THUNDER RIDGE SR.APARTMENTS L		09/30/20	
534	04/21 AP 10/01/20 0037078 HAP_Hoth P 102020	THUNDER RIDGE SR.APARTMENTS L		09/30/20	
534	04/21 AP 10/01/20 0037078 HAP_Stock M 102020	THUNDER RIDGE SR.APARTMENTS L		09/30/20	
534	04/21 AP 10/01/20 0037078 HAP Stegen R 102020	THUNDER RIDGE SR.APARTMENTS L	412.00	09/30/20	
534	04/21 AP 10/01/20 0037078 HAP Howe J 102020	THUNDER RIDGE SR.APARTMENTS L	479.00	09/30/20	
534	04/21 AP 10/01/20 0037078 HAP Schlueter J 102020	THUNDER RIDGE SR.APARTMENTS L	206.00	09/30/20	

THUNDER RIDGE SR.APARTMENTS L

534

HAP\_Schlueter J 102020 04/21 AP 10/01/20 0037078

HAP\_Wray M 102020

182.00

09/30/20

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PROGRA	ED 10/01/2020, 11:45:36 MM GM360L DF CEDAR FALLS	ACCOUNT ACTIVITY LIS		PAGE 10 ACCOUNTING PERIOD 03/2021		
CROTIR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER				CURRENT	
FUND 2	17 SECTION 8 HOUSING FUND					
217-2 534	214-432.89-61 MISCELLANEOUS SERVICE 04/21 AP 10/01/20 0037078		continued 379.00		09/30/20	
554	HAP Hayden J 102020					
534		THUNDER RIDGE SR.APARTMENTS L	137.00		09/30/20	
534	04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L	142.00		09/30/20	
534	HAP_Youngberg L 102020 04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L	410.00		09/30/20	
	HAP Greene L 102020					
534	04721 AP 10/01/20 0037078 HAP Brown J 102020	THUNDER RIDGE SR.APARTMENTS L	70.00		09/30/20	
534	04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L	298.00		09/30/20	
534	HAP Shelton S 102020 04/21 AP 10/01/20 0037078	THUNDER RIDGE SR.APARTMENTS L	211.00		09/30/20	
534	HAP_Vognsen P 102020 04/21 AP 10/01/20 0037040	GLENN, MATTHEW	285.00		09/30/20	
534	HAP_Clayton R 102020					
534	04/21 AP 10/01/20 0037079 HAP Moore D 102020	VILLAGE I AT NINE23 APARTMENT	432.00		09/30/20	
534	04/21 AP 10/01/20 0037079	VILLAGE I AT NINE23 APARTMENT	432.00		09/30/20	
534	HAP Brandt D 102020 04/21 AP 10/01/20 0037079	VILLAGE I AT NINE23 APARTMENT	337.00		09/30/20	
534	HAP Greene D 102020 04/21 AP 10/01/20 0037079	VILLAGE I AT NINE23 APARTMENT	413.00		09/30/20	
534	HAP_Porter J 102020	VIELAGE I AI NINEZS AFARIMENT				
534	04/21 AP 10/01/20 0037079 HAP Dixon S 102020	VILLAGE I AT NINE23 APARTMENT	92.00		09/30/20	
534	04/21 AP 10/01/20 0037079	VILLAGE I AT NINE23 APARTMENT	577.00		09/30/20	
534	HAP_Hernandez_Serr_102020 04/21 AP_10/01/20_0037079	VILLAGE I AT NINE23 APARTMENT	259.00		09/30/20	
	HAP_Aswegan J 102020		238.00		09/30/20	
534	04/21 AP 10/01/20 0037079 HAP Havlik C 102020	VILLAGE I AT NINE23 APARTMENT	238.00			
534	04/21 AP 10/01/20 0037079 HAP Temple S 102020	VILLAGE I AT NINE23 APARTMENT	420.00		09/30/20	
534	04721 AP 10/01/20 0037079	VILLAGE I AT NINE23 APARTMENT	499.00		09/30/20	
534	HAP_Clark T 102020 04/21 AP 10/01/20 0037079	VILLAGE I AT NINE23 APARTMENT	399.00		09/30/20	
	HAP_Gordon Jr. T 102020				00/20/20	
534	04/21 AP 10/01/20 0037079 HAP Carter Z 102020	VILLAGE I AT NINE23 APARTMENT	298.00		09/30/20	
534	04/21 AP 10/01/20 0037079	VILLAGE I AT NINE23 APARTMENT	461.00		09/30/20	
534		VILLAGE I AT NINE23 APARTMENT	292.00		09/30/20	
534	HAP_Mace T 102020 04/21 AP 10/01/20 0037079	VILLAGE I AT NINE23 APARTMENT	428.00		09/30/20	
	HAP_Smith T 102020					
534	04/21 AP 10/01/20 0037079 HAP Vaughn S 102020	VILLAGE I AT NINE23 APARTMENT	179.00		09/30/20	
534		VILLAGE I AT NINE23 APARTMENT	675.00		09/30/20	

ROGRAM GM3	360L	1:45:36		ACCOUNT ACTIV		PAGE 11 ACCOUNTING PERIOD 03/2021		
	1 a ama		OTTON		DEBITS		CURRENT	
,								
JND 217 SEC	CTION 8 HOU	SING FUND		S / HOUS.ASSIST PMTS-OCCUI	DIED continued			
	32.89-61 MI HAP Hender			S / HOUS.ASSIST PMIS-OCCU	PIED CONCINCE			
534	04/21 AP	10/01/20	0037079	VILLAGE I AT NINE23 APAR	TMENT 686.00		09/30/20	
534	HAP Gilmor	e A 10202	0 0037079	VILLAGE I AT NINE23 APAR	TMENT 466.00		09/30/20	
	HAP Nelson							
	04/21 AP	10/01/20		VILLAGE I AT NINE23 APAR	TMENT 539.00		09/30/20	
534	HAP_Fry S 04/21 AP		0037079	VILLAGE I AT NINE23 APAR	TMENT 138.00		09/30/20	
	HAP_Dueser	berg J 10	2020				00/20/00	
534	04/21 AP HAP Ford D		0037079	VILLAGE I AT NINE23 APAR	TMENT 261,00		09/30/20	
534	04/21 AP	10/01/20		VILLAGE I AT NINE23 APAR	TMENT 662.00		09/30/20	
534	HAP Ambros 04/21 AP			VILLAGE I AT NINE23 APAR	TMENT 428.00		09/30/20	
	HAP_Swart1	ey J 1020	20				09/30/20	
534	04/21 AP HAP_Smith		0037079	VILLAGE I AT NINE23 APAR	IMENI 398.00			
534	04/21 AP	10/01/20		VILLAGE I AT NINE23 APAR	TMENT 400.00		09/30/20	
534	HAP_Aswega 04/21 AP			VILLAGE I AT NINE23 APAR	TMENT 610.00		09/30/20	
	HAP Duchar	me T 1020	20		TMENT 497.00		09/30/20	
534	04/21 AP HAP Prior		0037079	VILLAGE I AT NINE23 APAR	IMENT 497.00		00/30/20	
534	04/21 AP	10/01/20		VILLAGE I AT NINE23 APAR	TMENT 366.00		09/30/20	
534	HAP_Camero 04/21 AP			VILLAGE I AT NINE23 APAR	TMENT 45.00		09/30/20	
224	HAP Prior						/ -	
534	04/21 AP		0037019	CEDAR FALLS UTILITIES-SE	C.8 47.00		09/30/20	
534	Guzzle 717 04/21 AP		0037019	CEDAR FALLS UTILITIES-SE	C.8 91.00		09/30/20	
	Jurries 76				C.8 63.00		09/30/20	
534	04/21 AP Redd 13071		0037019	CEDAR FALLS UTILITIES-SE	63.00			
534	04/21 AP	10/01/20	0037019	CEDAR FALLS UTILITIES-SE	C.8 21.00		09/30/20	
534	Porter 169 04/21 AP		0037019	CEDAR FALLS UTILITIES-SE	C.8 32.00		09/30/20	
	Avino 5914	164234			C.8 132=00		09/30/20	
534	04/21 AP Schmidt 11			CEDAR FALLS UTILITIES-SE	132.00		03/30/2	
534	04/21 AP	10/01/20		CEDAR FALLS UTILITIES-SE	C.8 112.00		09/30/20	
534	Jones 646' 04/21 AP		0037019	CEDAR FALLS UTILITIES-SE	C.8 18,00		09/30/20	
	Henderson	965143382	9				09/30/20	
534	04/21 AP Lindgren !			CEDAR FALLS UTILITIES-SE	SC.8 27.00		V2/20/20	
534	04/21 AP	10/01/20		CEDAR FALLS UTILITIES-SE	C.8 148.00		09/30/2	
534	Payne 5853 04/21 AP		0037019	CEDAR FALLS UTILITIES-SE	C.8 129.00		09/30/2	

PAGE 12 ACCOUNT ACTIVITY LISTING PREPARED 10/01/2020, 11:45:36 ACCOUNTING PERIOD 03/2021 PROGRAM GM360L CITY OF CEDAR FALLS CURRENT GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NER PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 217 SECTION 8 HOUSING FUND 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued 04/21 AP 10/01/20 0037019 CEDAR FALLS UTILITIES-SEC.8 112.00 09/30/20 534 Rule 9816666531 55.00 09/30/20 04/21 AP 10/01/20 0037019 CEDAR FALLS UTILITIES-SEC.8 534 Archer 9095290344 09/30/20 04/21 AP 10/01/20 0037019 CEDAR FALLS UTILITIES-SEC.8 170.00 534 Cummings 2377106583 48.00 09/30/20 04/21 AP 10/01/20 0037019 CEDAR FALLS UTILITIES-SEC.8 534 Santiago-Lebron 873567879 09/30/20 CEDAR FALLS UTILITIES-SEC.8 154.00 04/21 AP 10/01/20 0037019 534 Bracelly 9823574708 100.00 09/30/20 04/21 AP 10/01/20 0037019 CEDAR FALLS UTILITIES-SEC.8 534 Sumerall 6522168106 09/30/20 46.00 CEDAR FALLS UTILITIES-SEC.8 04/21 AP 10/01/20 0037019 534 Boehmer 08276056267 09/30/20 04/21 AP 10/01/20 0037019 CEDAR FALLS UTILITIES-SEC.8 67.00 534 Forney 5525104763 477.00 09/30/20 04/21 AP 10/01/20 0037021 CHRISTOPHERSON RENTALS 534 HAP Carlyle T 102020 299.00 09/30/20 04721 AP 10/01/20 0037021 CHRISTOPHERSON RENTALS 534 HAP Belcher J 102020 09/30/20 472.00 04/21 AP 10/01/20 0037021 CHRISTOPHERSON RENTALS 534 HAP Gregory L 102020 09/30/20 666.00 CHRISTOPHERSON RENTALS 534 04/21 AP 10/01/20 0037021 HAP Ricks F 102020 503.00 09/30/20 04/21 AP 10/01/20 0037021 CHRISTOPHERSON RENTALS 534 HAP Hunt M 102020 09/30/20 CHRISTOPHERSON RENTALS 434.00 04/21 AP 10/01/20 0037021 534 HAP Thoms A 102020 499.00 09/30/20 04/21 AP 10/01/20 0037021 CHRISTOPHERSON RENTALS 534 HAP Brown D 102020 383.00 09/30/20 04/21 AP 10/01/20 0037021 CHRISTOPHERSON RENTALS 534 HAP Schwaab A 102020 09/30/20 CHRISTOPHERSON RENTALS 385.00 534 04/21 AP 10/01/20 0037021 HAP Hoffert J 102020 503.00 09/30/20 04/21 AP 10/01/20 0037021 CHRISTOPHERSON RENTALS 534 HAP Williams L 102020 09/30/20 CHRISTOPHERSON RENTALS 685.00 04/21 AP 10/01/20 0037021 534 HAP Sumerall T 102020 598.00 09/30/20 MELICK, KENT L. 04/21 AP 10/01/20 0037061 534 HAP Drewelow D 102020 475.00 09/30/20 04/21 AP 10/01/20 0037069 PETERSEN, RANDEL 534 HAP Brown S 102020 09/30/20 MHP 2216 LINCOLN STREET, LLC 525,00 04/21 AP 10/01/20 0037064 534 HAP Jones T 102020 412.00 09/30/20 04/21 AP 10/01/20 0037064 MHP 2216 LINCOLN STREET, LLC 534 HAP Cochran S 102020 423.00 09/30/20 MHP 2216 LINCOLN STREET, LLC 04/21 AP 10/01/20 0037064 534 HAP Malone S 102020 04/21 AP 10/01/20 0037064 MHP 2216 LINCOLN STREET, LLC 268.00 09/30/20 534

OGRAM GM	AP FALLS	ACCOUNT ACTIVITY LIS		PAGE 13 ACCOUNTING PERIOD 03/202		
OUP PO IBR NBR				CURREN		
	ECTION 8 HOUSING FUND					
17-2214-4	132.89-61 MISCELLANEOUS SERVIO	ES / HOUS.ASSIST PMTS-OCCUPIED	continued			
	HAP_Treslan G 102020					
534	04/21 AP 10/01/20 0037064	MHP 2216 LINCOLN STREET, LLC	525.00	09/30/2		
	HAP Rule S 102020		551.00	09/30/2		
534	04/21 AP 10/01/20 0037064	MHP 2216 LINCOLN STREET, LLC	551.00	0575072		
534	HAP_Johnson T 102020 04/21 AP 10/01/20 0037064	MHP 2216 LINCOLN STREET, LLC	413.00	09/30/2		
534	HAP Wilder S 102020	MAP 2218 BINCODA SIREEI, BBC	440 100			
534	04/21 AP 10/01/20 0037033	EPM IOWA	556.00	09/30/2		
224	HAP Thompson T 102020	Brit Tomi				
534	04/21 AP 10/01/20 0037033	EPM IOWA	432.00	09/30/2		
551	HAP Frisch K 102020					
534	04/21 AP 10/01/20 0037033	EPM IOWA	902.00	09/30/2		
	HAP Nicholson K 102020					
534	04/21 AP 10/01/20 0037033	EPM IOWA	381.00	09/30/2		
	HAP Lewis H 102020					
534	04/21 AP 10/01/20 0037033	EPM IOWA	812.00	09/30/2		
	HAP Gordon A 102020					
534	04/21 AP 10/01/20 0037033	EPM IOWA	1,373.00	09/30/2		
	HAP_Santiago-Lebro 102020			00/00/0		
534	04/21 AP 10/01/20 0037033	EPM IOWA	738.00	09/30/2		
	HAP_Harkrider D 102020			00/00/0		
534	04/21 AP 10/01/20 0037029	DC MANAGEMENT, LLC	531.00	09/30/2		
	HAP White M 102020			00/20/0		
534	04/21 AP 10/01/20 0037056	KROEMER, KRAIG	417.00	09/30/2		
	HAP_Currie L 102020		204 00	09/30/2		
534	04/21 AP 10/01/20 0037059	LEGACY RESIDENTIAL	394.00	09/30/2		
	HAP_JORDAN L 102020		266 00	09/30/2		
534	04/21 AP 10/01/20 0037013	ARENDS INVESTMENTS	266.00	03/30/2		
	HAP Wortham W 102020		507.00	09/30/2		
534	04/21 AP 10/01/20 0037067	OWL INVESTMENTS, LLC	507.00	0373072		
	HAP Schroeder S 102020	CRESCENT CONDOMINIUMS, LLC	435.00	09/30/2		
534	04/21 AP 10/01/20 0037026	CRESCENT CONDOMINIONS, LEC	433.00	00,00,2		
534	HAP_Lohr K 102020 04/21 AP 10/01/20 0037045	HARRINGTON'S RENTAL LLC	738.00	09/30/2		
534	HAP Larronda E 102020	HARRINGION 5 RENTAL DEC	150.00			
534	04/21 AP 10/01/20 0037035	FERNHOLZ, KARI L.	1,220.00	09/30/2		
234	HAP Carlton D 102020	TERRITOLE, REALT E.	_,			
534	04/21 AP 10/01/20 0037072	ROGERS, DERICK	831.00	09/30/2		
554	HAP Sherwood J 102020					
534	04/21 AP 10/01/20 0037052	KAI, BRENT	275 00	09/30/2		
001	HAP Hamilton T 102020					
534	04/21 AP 10/01/20 0037065	MORRIS, RICHARD R.	862.00	09/30/2		
	HAP Sauer M 102020					
534	04/21 AP 10/01/20 0037074	STAND FIRM PROPERTIES LLC	399.00	09/30/2		
	HAP Hodge G 102020					
534	04/21 AP 10/01/20 0037084	WYMORE, LARRY R.	732.00	09/30/2		
	HAP MOFFETT J 102020					
534	04/21 AP 10/01/20 0037050	JDR PROPERTIES, INC.	192.00	09/30/2		
	HAP Klein R 102020					

PROGRA	M GM	360L AR FALLS	1				ACTIVITY LIST		PAGE 14 ACCOUNTING PERIOD 03/202		
GROUP	PO	ACCTG		TRANSA	TTON			DEBITS		CURRENT	
			****	*******					*****	POST DT	
FUND 2	17 SE	CTION 8	HOUS	ING FUND							
217-2	214-4	32.89-61	MIS	CELLANEOU	JS SERVICE	S / HOUS.ASSIST PMTS	-OCCUPIED	continued			
534					0037083	WINGSB, LLC		519.00		09/30/20	
				A 10202						00/00/00	
534				0/01/20		WINGSB, LLC		104.00		09/30/20	
524				A 102020 0/01/20 (		JLL EXTENDED STAY I	IN	302 00		09/30/20	
534				102020	0037051	JLL EXIENDED SIRI I	N 14	502 00		00,00,20	
534				0/01/20	0037051	JLL EXTENDED STAY I	NN	195.00		09/30/20	
234				D 10202							
534				0/01/20		JLL EXTENDED STAY I	NN	550.00		09/30/20	
		HAP Joh	nson	Y 10202	D						
534				0/01/20		LARSEN RENTALS LLC		234.00		09/30/20	
				C 102020				224 00		09/30/20	
534				0/01/20	0037080	VILLAGE II AT NINE2	3 APARTMEN	234.00		09/30/20	
534		HAP Bak		0/01/20	0027090	VILLAGE II AT NINE2	A DARTMEN	407.00		09/30/20	
224				tein G 1		VIDENCE IX AT MINDE					
534				0/01/20		VILLAGE II AT NINE2	3 APARTMEN	378.00		09/30/20	
		HAP BAI									
534		04/21	AP 1	0/01/20	0037080	VILLAGE II AT NINE2	3 APARTMEN	700.00		09/30/20	
		HAP_Rec								00/20/00	
534				0/01/20	0037080	VILLAGE II AT NINE2	3 APARTMEN	412.00		09/30/20	
504		HAP_Hau			0007000	VILLAGE II AT NINE2	עבאעיים אים א	376.00		09/30/20	
534				0/01/20 o J 1020		VILLAGE II AI NINEZ	5 APARIMEN	378.00		00, 50, 20	
534				0/01/20		VILLAGE II AT NINE2	3 APARTMEN	428.00		09/30/20	
221				o C 1020							
534				0/01/20		VILLAGE II AT NINE2	3 APARTMEN	530.00		09/30/20	
		HAP_Bro	own S	102020							
534				0/01/20		VILLAGE II AT NINE2	3 APARTMEN	652.00		09/30/20	
				K 102020		WILL AGE IT ME WINDO		481,00		09/30/20	
534				0/01/20		VILLAGE II AT NINE2	3 APARIMEN	481,00		09/30/20	
534				у J 1020 0/01/20		VILLAGE II AT NINE2	3 APARTMEN	328.00		09/30/20	
224				102020	000,000						
534				0/01/20	0037080	VILLAGE II AT NINE2	3 APARTMEN	428.00		09/30/20	
				G 102020							
534				0/01/20		VILLAGE II AT NINE2	3 APARTMEN	332.00		09/30/20	
				A 102020				220-00		00/20/20	
534				0/01/20		VILLAGE II AT NINE2	3 APARTMEN	339.00		09/30/20	
534				J 102020 0/01/20		VILLAGE II AT NINE2	A DADTMEN	630.00		09/30/20	
534				S 102020		VIDDAGE II AI NINEZ	5 ATAKIMBA	050100		0,00,00	
534				0/01/20		VILLAGE II AT NINE2	3 APARTMEN	236.00		09/30/20	
		HAP Kin									
534				0/01/20	0037080	VILLAGE II AT NINE2	3 APARTMEN	513.00		09/30/20	
				102020						00/20/00	
534				0/01/20		VILLAGE II AT NINE2	3 APARTMEN	139.00		09/30/20	
				E 102020		VILLAGE II AT NINE2	אסאסיארא כ	304.00		09/30/20	
534		04/21	AP I	0/01/20	0037080	VILLAGE II AI NINEZ	5 APARIMEN	504 00		05/50/20	

OGRAM	GM3 CEDA	60L R FALLS						PAGE 15 ACCOUNTING PERIOD 03/2021		
	-				CETON		DEBITS		CURRENT	
									- POST DT	
	e e c		uone.	ING FUND						
017_221/	4-43	2 89-61	MTS(	TELLANEO	US SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED	continued			
. 1 / - 2 2 1 -		HAP Som	merfe	-lt C 10	2020					
534		04/21	AP 1	0/01/20	0037080	VILLAGE II AT NINE23 APARTME	N 391.00		09/30/20	
					20					
534		04/21	AP 1	0/01/20	0037080	VILLAGE II AT NINE23 APARTME	N 396.00		09/30/20	
		HAP Cru	ise 1	3 102020					/ /	
534					0037080	VILLAGE II AT NINE23 APARTME	N 397,00		09/30/20	
				D 10202					00/20/00	
534					0037080	VILLAGE II AT NINE23 APARTME	N 388.00		09/30/20	
		HAP Lam							00/20/00	
534					0037080	VILLAGE II AT NINE23 APARTME	N 671.00		09/30/20	
				J 10202					00/20/20	
534					0037080	VILLAGE II AT NINE23 APARTME	N 211.00		09/30/20	
				S 10202					00/20/20	
534					0037080	VILLAGE II AT NINE23 APARTME	N 480.00		09/30/20	
				C 102020			500.00		09/30/20	
534					0037080	VILLAGE II AT NINE23 APARTME	N 529.00		09/30/20	
				J 102020			275.00		09/30/20	
534					0037080	VILLAGE II AT NINE23 APARTME	N 375.00		09/30/20	
				N 102020			147.00		09/30/20	
534		04/21	AP 1	0/01/20	0037080	VILLAGE II AT NINE23 APARTME	N 147.00		09/30/20	
				T 10202			424 00		09/30/20	
534					0037080	VILLAGE II AT NINE23 APARTME	N 434.00		07/50/20	
				Y E 1020			N 700.00		09/30/20	
534					0037080	VILLAGE II AT NINE23 APARTME	N 700.00		03/30/20	
				A 102020		WELLAR TE ME MENDOD ADADEMI	N 420.00		09/30/20	
534					0037080	VILLAGE II AT NINE23 APARTME	N 420.00		03/30/20	
				J 10202			152.00		09/30/20	
534					0037053	KLEIN, JULIE	132.00		05/50/20	
				A 102020		HOUSING AUTHORITY OF JOLIET	993.00		09/30/20	
534					0037047	HOUSING AUTHORITY OF JULIET	335.00		0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		HAP WII	son	Q 102020	0007040	HOWARD, BRAD	933.00		09/30/20	
534					0037048	HOWARD, BRAD	555.00		05,00,20	
<b>F A</b>				M 10202	0037062	MESQUITE HOUSING OFFICE	1,634.00		09/30/20	
534				102020	0037062	MESQUITE ROOSING OFFICE	1,051100			
534					0037055	KREMER PROPERTIES LLC	770-00		09/30/20	
534				W 10202		RREMER PROPERTIED BEC				
534					0037054	KRAAYENBRINK, RANDY L.	644:00		09/30/20	
554				M 102020		Reprindent And				
534					0037054	KRAAYENBRINK, RANDY L.	150.00		09/30/20	
J J 4				102020	0037034					
534					0037043	HALVERSON, RHIANA	1,037.00		09/30/20	
554				T 102020						
534					0037023	CMY PROPERTIES, LLC	289.00		09/30/20	
551				K 102020		,,				
534					0037024	CNC INVESTMENTS, LLC	948-00		09/30/20	
534				o D 1020						
534					0037044	HANSON, KALEEN KIRCHNER	1,200.00		09/30/20	
			11E T	U/ UI/ ZV	0001011	manually remember restanting				

R NBR			TOANCA	OTTON				CURREN
	PER	. CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCH
217 SI	ECTION	8 HOUS	ING FUNE	0				
					S / HOUS.ASSIST PMTS-OCCUPIED PAULSON, JAMES	continued 156.00		09/30/20
34			0/01/20 L 102020	0037068	PAULSON, JAMES	158.00		00,00,2
34				0037068	PAULSON, JAMES	350.00		09/30/2
			R 10202					
34				0037031	ELMCREST ESTATES, L.C.	565.00		09/30/2
			102020					00/20/0
34				0037060	MCKERNAN, JAMES M.	725.00		09/30/2
			R 102020		MONDONNY TAMEG N	660.00		09/30/2
34				0037060	MCKERNAN, JAMES M.	880.00		00,00,0
34			n J 1020	0037037	G P MANAGEMENT LLC	406.00		09/30/2
94			J 102020					
34				0037077	T.J.J.C. L.L.C.	282.00		09/30/2
	HAP D	ornbro	ck M 102	2020				
34				0037077	T.J.J.C. L.L.C	201.00		09/30/2
			k K 1020			650.00		09/30/2
34				0037077	T.J.J.C. L.L.C.	650.00		07/30/2
34			y J 1020	0037039	GERDES III, BENJAMIN P.	283.00		09/30/2
34			S 10202		GERDES III, DEMORATIN I.			
34				0037039	GERDES III, BENJAMIN P	700.00		09/30/2
			n T 1020					
34				0037039	GERDES III, BENJAMIN P.	722.00		09/30/2
			102020					00/00/0
34				0037039	GERDES III, BENJAMIN P.	603.00		09/30/2
			D 102020		GROODS TTT DENTIMEN D	618.00		09/30/2
34				0037039	GERDES III, BENJAMIN P.	618.00		00/00/2
34			d D 1020	0037049	J & A PROPERTIES	1,058.00		09/30/2
54			N 102020			_,		
34				0037015	BARTELT RENTALS L.C.	385.00		09/30/2
	HAP I	uck J	102020					
34	04/2	1 AP 1	0/01/20	0037015	BARTELT RENTALS L.C.	976.00		09/30/2
			102020			566.00		09/30/2
34				0037017	C & H HOLDINGS LLC	566.00		05/50/2
50			102020	0037085	HOUSING AUTHORITY OF JOLIET	994.64		10/01/2
50				.WILSON	INITIAL PMT. MISSED	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
13				0036575	LOWN, JAMES M.		393.00	09/28/2
			LOST AG		HAP_TAYLOR S 082019			
13	03/2	1 AP 0	8/01/19	0036575	LOWN, JAMES M.		224.00	09/28/2
	VOID-	CHECK	LOST AG	AIN	HAP_KLEIN R 082019			
			ACC	OUNT TOTAL		104,845.64	617.00	104,228.6
	432.89-	65 MIS	CELLANE	OUS SERVICE	ES / ADMIN FEE DUE OTHERS	45 33		09/20/
34			10/01/20 er R 10		METROPOLITAN COUNCIL - HRA	45.73		09/30/

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PROGRAM GN	DAR FALLS		ACCOUNT ACTIVITY 1		PAGE 17 ACCOUNTING PERIOD 03/2021		
GROUP PO NBR NBR	ACCTG -	TRANSACTION DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
FUND 217 SE	ECTION 8 HOU	SING FUND					
217-2214-4 534	04/21 AP	10/01/20 0037025	S / ADMIN FEE DUE OTHERS COOK CO.HOUSING AUTHORITY	continued 34.16		09/30/20	
534	04/21 AP	in K 102020 10/01/20 0037047	HOUSING AUTHORITY OF JOLIET	47.13		09/30/20	
534	AF_Wilson 04/21 AP AF_Moore S	10/01/20 0037062	MESQUITE HOUSING OFFICE	47.13		09/30/20	
		ACCOUNT TOTAL		174.15	00	174.15	
		FUND TOTAL		105,019.79	617.00	104,402.79	
223-2244-4		SCELLANEOUS SERVICE			10,401,05	00/22/20	
475 475	DESCRIPTIO 02/21 AP	N CORRECTION	DANIELS HOME IMPROVEMENT HOME:824 W.4TH STREET DANIELS HOME IMPROVEMENT D.SHEPEK;FINAL PAYMENT	12,421.25	12,421.25	09/22/20 09/22/20	
		ACCOUNT TOTAL		12,421.25	12,421.25	. 0 0	
		FUND TOTAL		12,421.25	12,421.25	. 0 0	
FUND 242 S	RUST & AGENC TREET REPAIR ABLE TV FUND	FUND					
254-1088- 458	03/21 AP		NS. REIMBURSEMENT ADVANTAGE ADMIN-SECT 105	. 62		10/01/20	
458	03/21 AP	. REIMBURSEMENT 09/02/20 0005200 . REIMBURSEMENT	ADVANTAGE ADMIN-SECT 105	- 30		10/01/20	
		ACCOUNT TOTAL		92	00	. 92	
254-1088- 458	03/21 AP		OPERATING SUPPLIES PROFESSIONAL SOLUTIONS	⊾ 67		10/01/20	
		ACCOUNT TOTAL		67	0.0	. 67	
463	03/21 AP	SCELLANEOUS SERVIC 09/18/20 0394921 L-IC LIBERTY	ES / COMMUNITY PROGRAMMING STOW, CHRISTIAN CAMERA OPERATOR	200+00		09/21/20	

PREPARED 10, PROGRAM GM CITY OF CED	360L AR FALLS	5			ACCOUNT ACTIVI			PAGE 18 PERIOD 03/2021
GROUP PO	ACCTG PER	1 CD [	RANSACT	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								POST DT
FUND 254 CA 254-1088-4 463	31.89-18 03/21	B MISCEL AP 09/1	8/20 03	94914	S / COMMUNITY PROGRAMMING BRALEY, ERIC CAMERA OPERATOR	continued 200.00		09/21/20
PROJECT#: 463	75 03/21	59 AP 09/1	.8/20 03		BENSON, ERIC	200.00		09/21/20
PROJECT#: 463	03/21	AP 09/1		94918 TY		150.00		09/21/20
	03/21 CF SOP				JOACHIM, JOHN D ANNOUNCER	100.00		09/21/20
	03/21 CF SOPH	AP 09/1 4. FBALI			SIMPSON, MARK ANNOUNCER	100.00		09/21/20
PROJECT#: 463	03/21 CF FOO	59 AP 09/1 TBALL-IC			SIMPSON, MARK ANNOUNCER	150.00		09/21/20
PROJECT#: 463	03/21 CF CROS	AP 09/1 SS COUNT		394922 F		100.00		09/21/20
PROJECT#: 463 PROJECT#:	03/21 CF CRO	AP 09/1 SS COUNT		394917 Г	DEWITT, JASON CAMERA OPERATOR	100.00		09/21/20
FRODECI#:	7.	55	ACCOU	NT TOTAL		1,300.00	. 00	1,300.00
			FUND 7	TOTAL		1,301.59	. 00	1,301.59
FUND 258 PA			TING SU	PPLIES /	OPERATING SUPPLIES			
458	03/21	AP 09/0	02/20 0	05224	PROFESSIONAL SOLUTIONS	6.95		10/01/20
458	03/21		02/20 0	005225	PROFESSIONAL SOLUTIONS	6.95		10/01/20
458	03/21	CREDIT AP 09/0	02/20 0	005226	PROFESSIONAL SOLUTIONS	6.95		10/01/20
458	03/21	CREDIT AP 09/0 CREDIT	02/20 0	005228	PROFESSIONAL SOLUTIONS	44.74		10/01/20
			ACCOU	NT TOTAL		65.59	. 0 0	65.59
258-5531-4 501	03/21		01/20 0	394934	/ REPAIR & MAINTENANCE CEDAR FALLS UTILITIES	15.75		09/25/20
			ACCOU	NT TOTAL		15.75	. 0 0	15.75

PREPARED 10/01/2020, 11:45:36 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY LIST		PAGE 19 ACCOUNTING PERIOD 03/2021		
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 258 PARKING FUND FUND TOTAL		81.34	. 0 0	81.34	
FUND 261 TOURISM & VISITORS 261-2291-423.73-57 OTHER SUPPLIES / GIFT 458 03/21 AP 09/02/20 0005230 AUGUST CREDIT CARD FEES		18.58		10/01/20	
ACCOUNT TOTAL		18.58	., 0 0	18.58	
261-2291-423.85-50 UTILITIES / COMMUNITY 463 03/21 AP 09/11/20 0394913 RMB:MEAL-EXPERIENCE W'LOO	BOLANDER, ADAM	13.82		09/21/20	
ACCOUNT TOTAL		13.82	.00	13.82	
261-2291-423.89-04 MISCELLANEOUS SERVICES 458 03/21 AP 09/09/20 0005218 SEMI MONTHLY SALES TAX		24.98		10/01/20	
ACCOUNT TOTAL		24.98	. 0 0	24.98	
FUND TOTAL		57.38	0 0	57.38	
FUND 262 SENIOR SERVICES & COMM CT 262-1092-423.85-01 UTILITIES / UTILITIES 501 03/21 AP 09/01/20 0394934 UTILITIES THRU 09/01/20	CEDAR FALLS UTILITIES	99.05		09/25/20	
ACCOUNT TOTAL		99.05	. 0 0	99.05	
FUND TOTAL		99.05	. 00	99.05	
FUND 291 POLICE FORFEITURE FUND FUND 292 POLICE RETIREMENT FUND 292-5521-415.54-01 WORKERS COMP / POLICE 458 03/21 AP 09/22/20 0005208 WORKER COMP-POLICE ADMIN 458 03/21 AP 09/22/20 0005208 WORKER COMP-POLICE CLAIM	EMC RISK SERVICES, LLC	675.00 378.00		10/01/20 10/01/20	
ACCOUNT TOTAL		1,053.00	- 0 0	1,053.00	

PREPARED 10/01/2020, 11:45:36 ACCOUNT ACTIVITY LISTING PROGRAM GM360L CITY OF CEDAR FALLS			PAGE 20 PERIOD 03/2021
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 292 POLICE RETIREMENT FUND FUND TOTAL	1,053.00	. 00	1,053.00
FUND 293 FIRE RETIREMENT FUND 293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP 458 03/21 AP 09/22/20 0005208 EMC RISK SERVICES, LLC WORKER COMP-FIRE CLAIM	870.64		10/01/20
ACCOUNT TOTAL	870.64	. 00	870.64
FUND TOTAL	870.64	00	870.64
FUND295SOFTBALLPLAYER CAPITALFUND296GOLF CAPITALFUND297REC FACILITIES CAPITALFUND298HEARST CAPITALFUND311DEBT SERVICE FUNDFUND402WASHINGTON PARK FUNDFUND404FEMAFUND405FLOOD RESERVE FUNDFUND405STREET IMPROVEMENT FUNDFUND408STREET IMPROVEMENT FUNDFUND4312014FUND4322003FUND4322003FUND4342000FUND4351999FUND4351999			
FUND 436 2012 BOND   436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET   481 03/21 AP 12/12/18 0394928   MNN ENTERPRISES   3118-W.1ST ST. RECONST.   PCL.#71-RE-ISSUE #392080	100.00		09/23/20
PROJECT#: 023118 512 03/21 AP 12/12/18 0392080 MNN ENTERPRISES, INC. VOID-CHECK LOST 3118-W.1ST ST. RECONST PROJECT#: 023118		100.00	09/28/20
ACCOUNT TOTAL	100.00	100.00	
436-1220-431.95-12 BOND FUND PROJECTS / GREENHILL ROAD EXTENSION 516 03/21 AP 09/28/20 0394937 PETERSON CONTRACTORS 1824-GREENHILL RD. EXTEN. RETAINAGE PROJECT#: 021824	30,000.00		09/28/20
ACCOUNT TOTAL	30,000.00	. 00	30,000.00

PREPARED 10/01/2020, 11:45:36 ACCOUNT ACTIVITY LISTING PROGRAM GM360L CITY OF CEDAR FALLS			PAGE 21 PERIOD 03/2021
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 436 2012 BOND FUND TOTAL			30,000.00
FUND 437 2018 BOND FUND 438 2020 BOND FUND FUND 439 2008 BOND FUND FUND 443 CAPITAL PROJECTS			
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION 501 03/21 AP 09/01/20 0394934 CEDAR FALLS UTILITIES UTILITIES THRU 09/01/20	126.22		09/25/20
ACCOUNT TOTAL	126.22	0.0	126.22
FUND TOTAL	126.22	. 00	126.22
FUND 472 PARKADE RENOVATION FUND 473 SIDEWALK ASSESSMENT FUND 483 ECONOMIC DEVELOPMENT FUND 484 ECONOMIC DEVELOPMENT LAND FUND 541 2018 STORM WATER BONDS FUND 544 2008 SEWER BONDS FUND 545 2006 SEWER BONDS FUND 546 SEWER IMPROVEMENT FUND FUND 547 SEWER RESERVE FUND FUND 548 1997 SEWER BOND FUND FUND 549 1992 SEWER BOND FUND FUND 550 2000 SEWER BOND FUND FUND 551 REFUSE FUND			
551-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE 458 03/21 AP 09/09/20 0005218 IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX COMMERCIAL GARBAGE A/R	264.26		10/01/20
ACCOUNT TOTAL	264.26	, 0 0	264.26
551-6685-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 458 03/21 AP 09/02/20 0005200 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	308.56		10/01/20
ACCOUNT TOTAL	308.56		308.56
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 458 03/21 AP 09/02/20 0005233 PROFESSIONAL SOLUTIONS	476.29		10/01/20
AUGUST CREDIT CARD FEES 458 03/21 AP 09/02/20 0005228 PROFESSIONAL SOLUTIONS AUGUST CREDIT CARD FEES	23.62		10/01/20
ACCOUNT TOTAL	499.91	+ 0 O	499.91

PREPARED 10 PROGRAM GN CITY OF CEL	DAR FALLS	ACCOUNT ACTIVITY I		P/ ACCOUNTING PERIOD		
GROUP PO NBR NBR	ACCTGTRANSACTION PER CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
FUND 551 RE 551-6685-4 501	<pre>How How How How How How How How How How</pre>		896.26		09/25/20	
	ACCOUNT TOTAL		896.26		896.26	
	136.87-02 RENTALS / MATERIAL DJ 03/21 AP 09/15/20 0394931 LANDFILL SRV:9/1-9/15/20		23,882.25		09/25/20	
	ACCOUNT TOTAL		23,882.25	. 00	23,882.25	
551-6685-4 458	136.89-04 MISCELLANEOUS SERVICH 03/21 AP 09/22/20 0005220		73.23		10/01/20	
458	SEMI MONTHLY SALES TAX 03/21 AP 09/09/20 0005218 SEMI MONTHLY SALES TAX	IOWA DEPT. OF REVENUE	75.08		10/01/20	
	ACCOUNT TOTAL		148.31	. 00	148.31	
	FUND TOTAL		25,999.55	. 00	25,999.55	
	EWER RENTAL FUND 436.85-01 UTILITIES / UTILITIES 03/21 AP 09/01/20 0394934 UTILITIES THRU 09/01/20		4,474.70		09/25/20	
	ACCOUNT TOTAL		4,474.70	- 00	4,474.70	
552-6665-4 458	436.64-02 INSURANCE / HEALTH I 03/21 AP 09/02/20 0005200 HEALTH INS. REIMBURSEMENT	IS. REIMBURSEMENT ADVANTAGE ADMIN-SECT.105	159.70		10/01/20	
	ACCOUNT TOTAL		159.70	. 0 0	159.70	
552-6665- 501	436.85-01 UTILITIES / UTILITIE: 03/21 AP 09/01/20 0394934 UTILITIES THRU 09/01/20		12,842.13		09/25/20	
	ACCOUNT TOTAL		12,842.13		12,842.13	
	436.86-33 REPAIR & MAINTENANCE 03/21 AP 09/15/20 0394931		182.10		09/25/20	

REPARED 10/01/2020, ll: ROGRAM GM360L HTY OF CEDAR FALLS		ISTING	PAGE 23 ACCOUNTING PERIOD 03/202		
ROUP PO ACCTG NBR NBR PER. CD	-TRANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
UND 552 SEWER RENTAL FU 552-6665-436.86-33 REPA LANDFILL SRV			continued		
	ACCOUNT TOTAL		182.10	00	182.10
	/22/20 0005220	IOWA DEPT. OF REVENUE	1,645.11		10/01/20
458 03/21 AP 09		COMMERCIAL SEWER IOWA DEPT.OF REVENUE COMMERCIAL SEWER	8,779.65		10/01/20
	ACCOUNT TOTAL		10,424.76	00	10,424.76
	FUND TOTAL		28,083.39		28,083.39
	LITY JRANCE / HEALTH IN	S. REIMBURSEMENT ADVANTAGE ADMIN-SECT.105	62.00		10/01/20
	ACCOUNT TOTAL		62.00	.00	62.00
	FUND TOTAL		62.00	. 0 0	62.00
TUND 570 SEWER ASSESSMEN TUND 606 DATA PROCESSING					
	0/10/20 0394916	: / LIBRARY COMPUTER SERVICES CEDAR FALLS UTILITIES STATIC IP ADDRESS	15.00		09/21/20
	ACCOUNT TOTAL		15.00	.00	15.00
WIRELESS SRV 481 03/21 AP 09 CELL PHONE:9 526 03/21 AP 09	9/19/20 0394943 7:9/20-10/19 9/06/20 0394930	VERIZON WIRELESS 9/20-10/19/20 U.S. CELLULAR	1,194.13 80.95 2,342.26		10/01/20 09/23/20 09/29/20
	ACCOUNT TOTAL		3,617.34	• 0 O	3,617.34

PROGRAM	EPARED 10/01/2020, 11:45:36 OGRAM GM360L TY OF CEDAR FALLS			ACCOUNT ACTIVITY			PAGE 24 PERIOD 03/2021
GROUP	PO	ACCTG	TRANSACTION		DEBITS	CREDITS	CURRENT BALANCE
	78-44	1.82-30 03/21	SSING FUND COMMUNICATION / FIBE AP 09/10/20 0394916 OINT:8/11-9/10/20	R OPTICS CEDAR FALLS UTILITIES	3,320.00		09/21/20
			ACCOUNT TOTAL		3,320.00	0.0	3,320.00
			FUND TOTAL		6,952.34	00	6,952.34
FUND 68	10 HEA	UTH INS	SURANCE FUND				
			INSURANCE / HEALTH I	NSURANCE			
458			AP 09/28/20 0005212	EXPRESS SCRIPTS, INC.	12,818.13		10/01/20
458		03/21	MS PROCESSING AP 09/25/20 0005246	WELLMARK IOWA	54,416.73		10/01/20
458		03/21	CLAIMS PROCESSING AP 09/21/20 0005211 IMS PROCESSING	EXPRESS SCRIPTS, INC.	4,564.21		10/01/20
458		03/21	AP 09/18/20 0005245 CLAIMS PROCESSING	WELLMARK IOWA	28,766.62		10/01/20
458		03/21	AP 09/14/20 0005210 IMS PROCESSING	EXPRESS SCRIPTS, INC.	41,435.98		10/01/20
458		03/21	AP 09/11/20 0005244 CLAIMS PROCESSING	WELLMARK IOWA	33,105.08		10/01/20
458		RX CLAI	AP 09/08/20 0005209 IMS PROCESSING	EXPRESS SCRIPTS, INC.	10,939.65		10/01/20
458			AP 09/04/20 0005243 CLAIMS PROCESSING	WELLMARK IOWA	44,350.91		10/01/20
			ACCOUNT TOTAL		230,397.31	. 0 0	230,397.31
680-19 458	902-45	03/21	5 INSURANCE / DENTAL I AP 09/01/20 0005207 BER 2020 DENTAL	NSURANCE DELTA DENTAL OF IOWA	6,685.40		10/01/20
			ACCOUNT TOTAL		6,685.40	. 00	6,685.40
			FUND TOTAL		237,082.71		237,082.71
FUND 68	31 HE <i>A</i>	ALTH SE	VERANCE				
681-19 501	902-49	03/21	D INSURANCE / HEALTH S AP 09/24/20 0394936	EVERANCE PAYMENTS LUX, JOSH	101.19		09/25/20
501		03/21	ALTH SEV.1/2 AUG'20 AP 09/24/20 0394936	LUX, JOSH	101.19		09/25/20
501		03/21	ALTH SEV.1/2 SEP'20 AP 09/24/20 0394936 ALTH SEV.1/2 SEP'20	LUX, JOSH	101.19		09/25/20

PREPARED 10/01/2020, 11:45:36 ACCOUNT ACTIVITY LISTING PROGRAM GM360L CITY OF CEDAR FALLS				PAGE ACCOUNTING PERIOD 03/:		
GROUP PO AC NBR NBR PI	CTGTRANSACTION ER. CD DATE NUMBE	- R DESCRIPTION		CREDITS	BALANCE	
FUND 681 HEALTH						
	1-10 INSURANCE / HEALTH	SEVERANCE PAYMENTS	continued			
	ACCOUNT TOTA	L	303.57	. 0 0	303.57	
	FUND TOTAL		303.57	0.0	303.57	
FUND 685 VEHICL FUND 686 PAYROL						
458 03	1-00 PAYROLL LIABILITY / /21 AP 09/28/20 0005239	UNITED STATES TREASURY	66,362.53		10/01/20	
458 03	ERAL WITHHOLDING TAX /21 AP 09/14/20 0005238 ERAL WITHHOLDING TAX	09/25/20 PAYROLL UNITED STATES TREASURY	62,526.83		10/01/20	
	ACCOUNT TOTA	L	128,889.36	- 00	128,889.36	
458 03	2-00 PAYROLL LIABILITY , /21 AP 09/28/20 0005221	IOWA DEPT.OF REVENUE	29,178.46		10/01/20	
458 03	/21 AP 09/14/20 0005219	09/25/20 PAYROLL IOWA DEPT.OF REVENUE 09/11/20 PAYROLL	28,071.50		10/01/20	
	ACCOUNT TOTA	AL	57,249.96	,00	57,249.96	
458 03	3-00 PAYROLL LIABILITY , /21 AP 09/28/20 0005239	/ FICA UNITED STATES TREASURY 09/25/20 PAYROLL	72,245.98		10/01/20	
458 03	/21 AP 09/14/20 0005238 & MQGE/MEDICARE TAX	UNITED STATES TREASURY	71,964.92		10/01/20	
	ACCOUNT TOTA	AL	144,210.90	+ 00	144,210.90	
458 03	4-00 PAYROLL LIABILITY /21 AP 09/30/20 0005217		132,568.60		10/01/20	
458 03	RS SEPTEMBER 2020 /21 AP 09/02/20 0005216 RS AUGUST 2020	I.P.E.R.S.	130,311.50		10/01/20	
	ACCOUNT TOT.	AL	262,880.10	.00	262,880.10	
458 03	95-00 PAYROLL LIABILITY 9/21 AP 09/28/20 0005205 1LD SUPPORT PAYMENTS	/ OTHER DEDUCTIONS PAYABLE COLLECTION SERVICES CENTER 09/25/20 PAYROLL	468,89		10/01/20	

PREPARED 10/01/2020, 11:45:36 ACCOUNT ACTIVITY LISTING PROGRAM GM360L PITY OF CEDAR FALLS					PAGE 26 ACCOUNTING PERIOD 03/202				
DUP P		CTG		-TRANSAC	TION	DESCRIPTION	DEBITS	CREDITS	CURREN BALANCI
									POST DI
ND 686									
						THER DEDUCTIONS PAYABLE ADVANTAGE ADMINISTRATORS	continued 5,883.95		09/23/2
482		,		/23/20 0 AN:09/25		ADVANTAGE ADMINISTRATORS	3,003.95		
482				$\frac{1}{23/20}$ 0		TEAMSTERS LOCAL #238	4,160.72		09/23/2
				EPTEMBER					/ / -
458				/23/20 0		VOYA FINANCIAL	10,121.66		10/01/2
				CONTRIE		09/25/20 PAYROLL	468.89		10/01/2
458				0/14/20 0 RT PAYMEN		COLLECTION SERVICES CENTER 09/11/20 PAYROLL	400.03		10/01/2
458					005241	VOYA FINANCIAL	10,721.66		10/01/2
190				CONTRIE		09/11/20 PAYROLL			
							31,825,77	- 00	31,825.7
				ACCOL	INT TOTAL		51,025.77		,
		4 00	DAVE	OUT TIME	די / ה	OLICE & FIRE RETIREMENT			
458					005223	MUNICIPAL FIRE & POLICE RETIR	153,833.19		10/01/2
100				REMENT					
458		· ·			005222	MUNICIPAL FIRE & POLICE RETIR	154,838.60		10/01/2
	MRE	PRSI	RETIF	REMENT					
				ACCOL	INT TOTAL		308,671.79	. 0 0	308,671.7
				FUND	TOTAL		933,727.88		933,727.8
				SATION FU					
						OMP INSURANCE EMC RISK SERVICES, LLC	3,150.00		10/01/2
458				9/22/20 0 Admin fe		EMC RISK SERVICES, LLC	3,130.00		10,04,1
458				)/22/20 (		EMC RISK SERVICES, LLC	11,772.21		10/01/2
				CLAIM					
458	03	3/21	AP 0	9/22/20 0	005208	EMC RISK SERVICES, LLC		7,733.83	10/01/2
				CLAIM		DENNIS DOUGLAS	38,434.01		10/01/2
458				9/22/20 ( -REQUEST	005208	EMC RISK SERVICES, LLC TEGTMEIER	38,434.01		10/01/
	.,01		cont					7 7 2 2 2 2	45 (00)
				ACCOU	JNT TOTAL		53,356.22	7,733.83	45,622.3
									45 699
				FUND	TOTAL		53,356.22	7,733.83	45,622.3

FUND 688 LTD INSURANCE FUND
PREPARED 10/01/2020 PROGRAM GM360L CITY OF CEDAR FALLS		ACCOUNT ACTIVITY LI	STING	ACCOUNTING	PAGE 27 G PERIOD 03/2021
GROUP PO ACCTG NBR NBR PER.	TRANSACTION CD DATE NUMB		DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 689 LIABILITY					
458 03/21	INSURANCE / LIABIL AP 09/22/20 0005208 TY CLAIM		2,006.50		10/01/20
458 03/21	AP 09/22/20 0005208 TY CLAIM-REQUEST	EMC RISK SERVICES, LLC IAFF 1366	9,400.00		10/01/20
	ACCOUNT TOT.	AL	11,406.50	. 0 0	11,406.50
	FUND TOTAL		11,406.50	.00	11,406.50
FUND 724 TRUST & AG FUND 727 GREENWOOD FUND 728 FAIRVIEW C FUND 729 HILLSIDE C FUND 790 FLOOD LEVY	CEMETERY P-CARE EMETERY P-CARE EMETERY P-CARE				
LOND 130 LTOOD TEAM	GRAND TOTAL		1,490,319.44	20,884.58	1,469,434.86

## Council Invoices for Council Meeting 10/05/20

ROGRA	REPARED 10/01/2020, 11:36:00 ROGRAM GM360L ITY OF CEDAR FALLS						PAGE 1 PERIOD 03/2021	
ROUP	PO NBR	ACCTG PER.	<b>TRANS</b> A CD DATE	CTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
		NERAL FU		TONEFDUCAT	ION / EDUCATION			
483	.008-4	04/21	AP 09/22/20	0000000	IOWA LEAGUE-CITIES 10/22/20-10/23/20	125.00		10/01/20
			ACCC	UNT TOTAL		125.00	.00	125.00
			1 RENTALS / R		QUADIENT, INC.	162.00		10/01/20
483			AP 09/13/20 E METER RENTA		10/13/20-1/12/21	102.00		10, 01, 10
			ACCO	UNT TOTAL		162.00	. 00	162.00
101-1	028-4	41 81-5	3 PROFESSIONA	A SERVICES	/ JOB NOTICES			
529		04/21	AP 10/02/20	0000000	CEDAR VALLEY SAVER, INC.	75.00		10/01/20
529			PT CROSSING AP 09/22/20		DISPLAY AD, WEB AD COURIER COMMUNICATIONS-ADVERT	39.00		10/01/20
500		SEARCH		000000	ONLINE COURIER COMMUNICATIONS-ADVERT	300,13		10/01/20
529			AP 09/22/20 :PT ADMIN.ASS		CLASSIFIED PACKAGE			
529			AP 09/20/20 WORK POSTINGS		COURIER COMMUNICATIONS-ADVERT EMPLOYMENT PACKAGES	840.00		10/01/20
529			AP 09/20/20		COURIER COMMUNICATIONS-ADVERT	840.00		10/01/20
529			R POSTINGS AP 09/20/20	000000	EMPLOYMENT PACKAGES COURIER COMMUNICATIONS-ADVERT	1,000.00		10/01/20
323			POSTINGS	0000000	EMPLOYMENT PACKAGES			
529			AP 09/15/20 :PT CROSSING		COURIER COMMUNICATIONS-ADVERT CLASSIFIED PACKAGE	341.50		10/01/20
529		04/21	AP 09/15/20	0000000	COURIER COMMUNICATIONS-ADVERT	264,52		10/01/20
529			:PRINCIPAL EN AP 09/13/20		CLASSIFIED PACKAGE COURIER COMMUNICATIONS-ADVERT	178.00		10/01/20
525			ARD IMPRESSIO		SEASONAL LABORERS-ONLINE			10/01/00
529			AP 09/06/20 PRESSIONS	0000000	COURIER COMMUNICATIONS-ADVERT ONLINE	467.00		10/01/20
529		04/21	AP 09/06/20		COURIER COMMUNICATIONS-ADVERT	64.00		10/01/20
529			:SEASONAL LAN AP 09/01/20		COURIER COURIER COMMUNICATIONS-ADVERT	64.00		10/01/20
323			:SEASONAL LAI		PULSE			
			ACCO	OUNT TOTAL		4,473.15	(*) O O	4,473.15
101-	1028-4	441.83-0	6 TRANSPORTA	TION&EDUCAT	ION / EDUCATION			
483		04/21	AP 09/22/20 LL CONF-ROED	0000000	IOWA LEAGUE-CITIES 10/22/20-10/23/20	125.00		10/01/20
			ACC	OUNT TOTAL		125.00		125.00

PREPARED 10 PROGRAM GN CITY OF CEI	M360L DAR FALLS		ACCOUNT ACTIVITY LIS			PAGE 2 PERIOD 03/2021
NBR NBR	ACCTG PER.	TRANSACTION CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GH						
	441.81-29 04/21 A	PROFESSIONAL SERVICES AP 10/01/20 0000000	/ LEGAL CONSULTANTS Ahlers and cooney, p.c.	3,900.00		10/01/20
483	04/21 /	ERVICES-OCT'20 AP 10/01/20 0000000	SWISHER & COHRT, P.L.C.	2,600.00		10/01/20
483	04/21 /	ERVICES-OCT'20 AP 09/19/20 0000000	BALLER STOKES & LIDE PC	996.25		10/01/20
483	04/21 /	AR FALLS UTILITIES AP 09/15/20 0000000 IMMIGRATION	AUGUST 2020 DAVIS,BROWN,KOEHN,SHORS & ROB 8/17/20-8/19/20	150.00		10/01/20
		ACCOUNT TOTAL		7,646.25	. 00	7,646.25
101-1048-4 483	04/21 /		/ LEGAL-CODE ENFORCEMENT SWISHER & COHRT, P.L.C.	1,000.00		10/01/20
		ACCOUNT TOTAL		1,000.00	. 0 0	1,000.00
101-1060-4 511 511	03/21 A AMZ MKT 03/21 A	MISCELLANEOUS SERVICE AP 07/31/20 0135058 P US*MF8YN6A51 AM AP 07/31/20 0135058 CORRECTION	S / FRIENDS SUPPORTED PROGRAM US BANK FOTH:YOUTH-BRUSHES & CUPS US BANK AMZN MTKP US*MF8YN6A51 AM	13.87	19.38	09/28/20 09/28/20
		ACCOUNT TOTAL		13.87	19.38	5.51-
101-1199-4 492	04/21	HUMAN DEVELOPMENT GRA AP 10/02/20 0000000 RTIST TALK-VIRTUAL	NTS / GRANTS - CULTURAL SERVICE CHARGING, DONNA 10/22/20 CARES GRANT	300.00		10/01/20
492	04/21	AP 09/24/20 0000000 KS FOR PERM COLLCT	CHEN, PHILLIP BERG FUNDING	1,400.00		10/01/20
492	04/21	AP 08/20/20 0000000 CONVERSATIONS W/	METRICK-CHEN, LENORE ARTISTS, SEPT/OCT/NOV	900.00		10/01/20
		ACCOUNT TOTAL		2,600.00	. 0 0	2,600.00
101-1199- 529	04/21	OUTSIDE AGENCIES / ME AP 10/01/20 0000000 FOR FY21-2ND QTR	T - CF DISABLED METROPOLITAN TRANSIT AUTHORIT	8,535.00		10/01/20
		ACCOUNT TOTAL		8,535.00	0.0	8,535.00
101-1199- 529	04/21	OUTSIDE AGENCIES / ME AP 10/01/20 0000000 FOR FY21-2ND QTR	T-RTC METROPOLITAN TRANSIT AUTHORIT	5,690.00		10/01/20

ROGRAM (	PARED 10/01/2020, 11:36:00 ACCOUNT ACTIVI GRAM GM360L YY OF CEDAR FALLS			PAGE ACCOUNTING PERIOD 03		
ROUP PO	O ACCTGTRANSACTION		DEBITS	CREDITS	CURRENT BALANCE	
	GENERAL FUND					
	-431.88-02 OUTSIDE AGENCIES / M	ET-RTC	continued			
	ACCOUNT TOTAL		5,690.00	. 00	5,690.0	
101-1199 529	-431.88-11 OUTSIDE AGENCIES / M 04/21 AP 10/01/20 0000000 PAYMENT FOR FY21-2ND QTR		80,842.50		10/01/20	
	ACCOUNT TOTAL		80,842.50	. 00	80,842.50	
101-1199 529	-431.88-12 OUTSIDE AGENCIES / M 04/21 AP 10/01/20 0000000 PAYMENT FOR FY21-2ND QTR		3,987.50		10/01/20	
	ACCOUNT TOTAL		3,987.50	.00	3,987.50	
101-1199 529	-431.88-19 OUTSIDE AGENCIES / M 04/21 AP 10/01/20 0000000 PAYMENT FOR FY21-2ND QTR	ET-ROUTE 9 METROPOLITAN TRANSIT AUTHORIT	8,425.00		10/01/2	
	ACCOUNT TOTAL		8,425.00	. 00	8,425.0	
101-1199	-441.72-19 OPERATING SUPPLIES /	PRINTING				
483	04/21 AP 09/14/20 0000000 PH-DA W/PANTHER BUILDERS	COURIER LEGAL COMMUNICATIONS	38.23		10/01/2	
483	04/21 AP 09/14/20 0000000	COURIER LEGAL COMMUNICATIONS	25.15		10/01/2	
483	PH-PPTE-ZUIDBERG 04/21 AP 09/14/20 0000000	COURIER LEGAL COMMUNICATIONS	26.66		10/01/2	
483	PH-PPTE-TJADEN PROPERTIES 04/21 AP 09/14/20 0000000	COURIER LEGAL COMMUNICATIONS	24.65		10/01/2	
483	PH-PPTE-OWEN 5 04/21 AP 09/14/20 0000000 PH NTC-STATE CDBG-CV FUND	COURIER LEGAL COMMUNICATIONS	29.68		10/01/2	
	ACCOUNT TOTAL		144.37	. 00	144.3	
.01-1199 483	-441.88-20 OUTSIDE AGENCIES / L 04/21 AP 10/01/20 0000000 LOBBYING FEE-OCTOBER'20		4,500.00		10/01/2	
	ACCOUNT TOTAL		4,500.00	. 00	4,500.0	
	-432.88-10 OUTSIDE AGENCIES / E 04/21 AP 10/01/20 0000000		3,250.00		10/01/2	

PREPARED 10/01/2020, 11:36:00 ACCOUNT ACTIVITY PROGRAM GM360L CITY OF CEDAR FALLS			PAGE 4 PERIOD 03/2021
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 101 GENERAL FUND 101-2205-432.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH PAYMENT FOR FY21-2ND QTR			
ACCOUNT TOTAL	3,250.00	. 0 0	3,250.00
101-2205-432.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER 529 04/21 AP 10/01/20 0000000 CEDAR VALLEY YOUTH SOCCER AS PAYMENT FOR FY21-2ND QTR	S 2,500.00		10/01/20
ACCOUNT TOTAL	2,500.00	0.0	2,500.00
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 483 04/21 AP 09/17/20 0000000 CINTAS FIRST AID & SAFETY RESTOCK FIRST AID CABINET	12.22		10/01/20
ACCOUNT TOTAL	12.22	. 00	12.22
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP 525 04/21 AP 09/16/20 0000000 IOWA SPORTS SUPPLY, INC.	87.00		10/01/20
PLAYGROUND BALLS 525 04/21 AP 09/10/20 0000000 PIONEER MANUFACTURING CO.	605.00		10/01/20
FIELD STRIPING PAINT 525 04/21 AP 09/01/20 0000000 XPRESSIONS YOUTH VOLLEYBALL TSHIRTS	200.00		10/01/20
ACCOUNT TOTAL	892.00	. 00	892.00
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES 525 04/21 AP 09/23/20 0000000 IOWA SPORTS SUPPLY, INC. HOME PLATE PLAQUES	102.50		10/01/20
525 04/21 AP 09/05/20 0000000 XPRESSIONS ADULT KICKBALL AWARDS	116.50		10/01/20
ACCOUNT TOTAL	219.00	0 0	219.00
101-2253-423.73-17 OTHER SUPPLIES / POOL CHEMICALS 525 04/21 AP 09/24/20 0000000 ACCO UNLIMITED CORPORATION POOL CHEMICAL SIGNS	32.95		10/01/20
ACCOUNT TOTAL	32.95	.00	32.95
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT 525 04/21 AP 09/15/20 0000000 PLUMB TECH INC. FALLS REPAIRS	2,479.21		10/01/20

ROGRAM GM	1360L DAR FALLS	ACCOUNT ACTIVITY LIST		PAGE ! ACCOUNTING PERIOD 03/20:	
NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCÉ
	ENERAL FUND				1001 01
L01-2253-4	23.86-31 REPAIR & MAINTENANCE	/ SWIM POOL REPAIR & MAINT.	continued		
	ACCOUNT TOTAL		2,479.21	_ 0 0	2,479.23
101-2280-4 492	23.81-01 PROFESSIONAL SERVICES 04/21 AP 09/22/20 0000000 FLOOR MATS		29.30		10/01/20
492	04/21 AP 09/08/20 0000000 NEWSPAPER SUBSCRIPTION		537.00		10/01/20
	ACCOUNT TOTAL		566.30	. 0 0	566.30
101-2280-4 492	23.88-21 OUTSIDE AGENCIES / PU 04/21 AP 09/14/20 0000000 PROJECT SPONSORSHIP IN	CEDAR FALLS WATERLOO 19TH	5,000.00		10/01/20
	ACCOUNT TOTAL		5,000.00	* 00	5,000.0
	114.72-02 OPERATING SUPPLIES / 04/21 AP 09/21/20 0000000 TOWELS;MATS-PSS BUILDING		21.00		10/01/20
506	04/21 AP 09/07/20 0000000 TOWELS-STATION #1	CITY LAUNDERING CO.	3.00		10/01/20
	ACCOUNT TOTAL		24.00	. 00	24.00
101-4511-4 506	414.72-09 OPERATING SUPPLIES / 04/21 AP 09/23/20 0000000 SCBA REPAIR	EQUIPMENT REPAIR SANDRY FIRE SUPPLY, L.L.C.	1,883.78		10/01/20
	ACCOUNT TOTAL		1,883.78	. 00	1,883.7
	414.72-99 OPERATING SUPPLIES / 04/21 AP 09/16/20 0000000	FEDERAL EXPRESS	13.22		10/01/20
506	SHIP TO PK SAFETY SUPPLY 04/21 AP 09/16/20 0000000 SHIP TO NRS REPAIRS	4-GAS METERS FOR REPAIRS FEDERAL EXPRESS RETURN WATER RESCUE SUITS	38.32		10/01/2
	ACCOUNT TOTAL		51.54	. 00	51.5
101.4511 4	414.73-10 OTHER SUPPLIES / HEAD	ONADTER SUDDITES			
	04/21 AP 09/17/20 0000000 REMOVE BED BUGS #501	BUGSY'S PEST SOLUTIONS	300.00		10/01/2
510	04/21 AP 09/17/20 0000000		442.57		10/01/2

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POLIP	PO	ACCTG		-TRANSA	CTTON	DESCRIPTION			CURREN
					*******				POST DT
JND 1	01 GE	NERAL FU	IND						
101-4						QUARTER SUPPLIES	continued		
510		CLOCKS-	PS BU	ILDING	000000	GIBSON SPECIALTY CO.	12.75		10/01/2
510						HILDEBRAND	11175		
		12111000	. u 20	011271 111					
				ACCC	UNT TOTAL		755.32	00	755.3
101-4	511-4	14.81-71	PROF	ESSIONA	L SERVICES	/ CONSOLIDATED DISPATCH			
						BLACK HAWK CO.AUDITOR	30,373.20		10/01/2
					D COMM			5 000 60	20/02/0
510						BLACK HAWK CO.AUDITOR		5,293.62	10/01/2
		FY20 EC	DY ADJ	USTMENT					
				ACCO	UNT TOTAL		30,373.20	5,293.62	25,079.5
01-4	511-4	14 83-06	TRAN	SPORTAT	TONSEDUCAT	ION / EDUCATION			
506						FIRE SERVICE TRNG. BUREAU	50.00		10/01/2
		1 CERT	FEE-D	RIV.OPE	R.PUMP	SCOTT DOUGAN			/ / -
506						FIRE SERVICE TRNG. BUREAU	50.00		10/01/2
506					R.PUMP 0000000	TYLER PUTNEY FIRE SERVICE TRNG. BUREAU	50.00		10/01/2
506					DR 1	JOHN ZOLONDEK	20.00		10, 01, 1
506						FIRE SERVICE TRNG. BUREAU	119.25		10/01/2
					IF.BOOK	JOHN ZOLONDEK			10/01/0
506					0000000	FIRE SERVICE TRNG. BUREAU ZACHARY LADAGE	50.00		10/01/2
506					ER.PUMP 0000000	FIRE SERVICE TRNG. BUREAU	200.00		10/01/2
500						ADELMUND/HARRENSTEIN			
506		04/21	AP 09	/15/20	0000000	FIRE SERVICE TRNG. BUREAU	200.00		10/01/2
		2 CERT	FEE-H	AZMAT &	FF1	HOEFT/SITZMAN	300.00		10/01/2
506						FIRE SERVICE TRNG. BUREAU GETZ/HAYES/SCHULTZEN	300.00		10/01/2
				ACCO	UNT TOTAL		1,019.25	,00	1,019.2
101-4	511-4	14 86-0	1 REPA	TR & MA	INTENANCE	/ REPAIR & MAINTENANCE			
506		04/21	AP 09	/18/20	0000000	DIRECT APPLIANCE & TV CENTER	75.00		10/01/2
		FRIDGE	REPAI	R-STAT	CON #1	1718 MAIN STREET			
				ACCO	OUNT TOTAL		75.00	. 0 0	75.0
		04/21	AP 09			ICE SUPPLIES STOREY KENWORTHY	357.40		10/01/2
483		COPY P. 04/21 LAMINA		9/11/20		OFFICE DEPOT	119.03		10/01/2

ROGRAM	REPARED 10/01/2020, 11:36:00 ROGRAM GM360L ITY OF CEDAR FALLS		ACCOUNT ACTIVITY LI			PAGE 7 PERIOD 03/2021
ROUP	PO ACCT	GTRANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
	GENERAL			continued		
101-552	1-415./1-	01 OFFICE SUPPLIES / OF	TICE SUPPLIES			
		ACCOUNT TOTAL		476.43	. 00	476.43
101-552	1-415 72-	01 OPERATING SUPPLIES /	OPERATING SUPPLIES			
506	04/2	1 AP 09/21/20 0000000 S;MATS-PSS BUILDING		21.00		10/01/20
510	04/2	1 AP 09/17/20 0000000 E BED BUGS PD#19	BUGSY'S PEST SOLUTIONS CASE #20-070643	300.00		10/01/20
510	04/2	1 AP 09/17/20 0000000 S-PS BUILDING	STOREY KENWORTHY	442.57		10/01/20
510	04/2	1 AP 09/16/20 0000000	DES MOINES STAMP MFG. CO	28.30		10/01/20
510	04/2	Y STAMP-DAN BROWN 1 AP 09/14/20 0000000	SIGNS BY TOMORROW	395.00		10/01/20
510	04/2	ING PD#20-PINK BADGE 1 AP 09/03/20 0000000	GIBSON SPECIALTY CO.	12.75		10/01/20
510		OX & LOCKER NAMETAGS 1 AP 08/11/20 0000000	BAUMGARTNER RASMUSSON CO., THE	50.00		10/01/20
510		RAM FROM LOT-IMPOUND 1 AP 08/10/20 0000000	RASMUSSON CO., THE	50.00		10/01/20
	MOVE	'14 MAZADA-IMPOUND	STOLEN VEHICLE			
		ACCOUNT TOTAL		1,299.62	. 00	1,299.62
101-552	1-415.72-	20 OPERATING SUPPLIES /	OFFICERS EQUIPMENT			
530	04/2		SCHEELS ALL SPORTS	1,000.00		10/01/20
530	04/2	1 AP 08/11/20 0000000 E BIKE-ZACH LADAGE	SCHEELS ALL SPORTS	1,000.00		10/01/20
530	04/2	1 AP 08/11/20 0000000	SCHEELS ALL SPORTS	1,000.00		10/01/20
530	04/2	E BIKE-MARTY BECKNER 1 AP 08/11/20 0000000	SCHEELS ALL SPORTS		300.00	10/01/20
	TRADE	IN ON BIKE			200.00	
		ACCOUNT TOTAL		3,000.00	300.00	2,700.00
101-552			S / PROFESSIONAL SERVICES			
510		1 AP 09/08/20 0000000 SSIONAL PHOTOS-PD	MCKENNA MCNELLY PHOTOGRAPHY LUCAS SCHMIDT	65.00		10/01/20
		ACCOUNT TOTAL		65.00		65.00
			S / CONSOLIDATED DISPATCH			10/01/00
510		1 AP 09/28/20 0000000 Q2 CONSOLIDATED COMM	BLACK HAWK CO.AUDITOR	61,666.80		10/01/20
510	04/2	1 AP 09/28/20 0000000	BLACK HAWK CO.AUDITOR		10,587.23	10/01/20

PROGRAM GN	DAR FALLS	ACCOUNT ACTIVITY LIST			PAGE 8 PERIOD 03/2021
GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 101 GH	ENERAL FUND	S / CONSOLIDATED DISPATCH			
	ACCOUNT TOTAL		61,666.80	10,587.23	51,079.57
101-5521-4 510	415.83-05 TRANSPORTATION&EDUCA 04/21 AP 09/17/20 0000000 MEALS-ILEA TRNGT.PURDY	TION / TRAVEL (FOOD/MILEAGE/LOD) HY-VEE KITCHEN JOHNSTON	1,618.50		10/01/20
510	04/21 AP 09/17/20 0000000 MEALS-ILEA TRNGC.RYAN		1,618.50		10/01/20
	ACCOUNT TOTAL		3,237.00	.00	3,237.00
101-5521-4 510		TION / EDUCATION IOWA LAW ENFORCEMENT ACADEMY T. PURDY:8/31-12/18/20	6,650.00		10/01/20
510	295TH BASIC LEVEL 1 TRNG. 04/21 AP 09/25/20 0000000 295TH BASIC LEVEL 1 TRNG.		6,650.00		10/01/20
	ACCOUNT TOTAL		13,300.00	. 00	13,300.00
101-6613- 524	433.72-01 OPERATING SUPPLIES / 04/21 AP 09/03/20 0000000 SOD		24.00		10/01/20
477	04/21 AP 08/31/20 0000000 PARTS & EXPENSES AUG'20	NAPA AUTO PARTS	41.55		10/01/20
	ACCOUNT TOTAL		65.55	. 0 0	65.55
519	446.72-01 OPERATING SUPPLIES / 04/21 AP 09/24/20 0000000 SOAP,TOWELS,TISSUES,LINER	OPERATING SUPPLIES MARTIN BROS.DISTRIBUTING URINAL SCREENS	130.10		10/01/20
PROJECT# 519	: 062503 04/21 AP 09/24/20 0000000 SOAP,TOWELS,TISSUES,LINER	MARTIN BROS.DISTRIBUTING URINAL SCREENS	438.78		10/01/20
PROJECT# 519	04/21 AP 09/24/20 0000000 SOAP,TOWELS,TISSUES,LINER	MARTIN BROS.DISTRIBUTING URINAL SCREENS	435.77		10/01/20
PROJECT# 519	04/21 AP 09/24/20 0000000 SOAP,TOWELS,TISSUES,LINER	MARTIN BROS.DISTRIBUTING URINAL SCREENS	107.22		10/01/20
PROJECT# 519	: 062507 04/21 AP 09/11/20 0000000 FILTERS	JOHNSTONE SUPPLY OF WATERLOO	46.80		10/01/20
PROJECT# 519	: 062501 04/21 AP 09/11/20 0000000	MENARDS-CEDAR FALLS	25.96		10/01/20

PROGRAM GM CITY OF CEL	DAR FALLS	ACCOUNT ACTIVITY			PAGE 9 PERIOD 03/2021
GROUP PO	ACCTGTRANSACTION	DESCRIPTION			CURRENT
FUND 101 GE	ENERAL FUND	OPERATING SUPPLIES			
PROJECT#: 519	04/21 AP 09/10/20 0000000 SOAP,TOWELS,URINAL SCREEN	MARTIN BROS.DISTRIBUTING	38.48		10/01/20
519	: 062501 04/21 AP 09/10/20 0000000 SOAP,TOWELS,URINAL SCREEN	MARTIN BROS.DISTRIBUTING	90.35		10/01/20
519	: 062507 04/21 AP 09/10/20 0000000 SOAP,TOWELS,URINAL SCREEN : 062506	MARTIN BROS.DISTRIBUTING	75.70		10/01/20
PROJECT# : 519 PROJECT#	04/21 AP 09/10/20 0000000 SOAP,TOWELS,URINAL SCREEN	MARTIN BROS.DISTRIBUTING	101.37		10/01/20
519	04/21 AP 09/09/20 0000000 HANGING HARDWARE 062511	MENARDS-CEDAR FALLS	13.93		10/01/20
477	04/21 AP 08/31/20 0000000 PARTS & EXPENSES AUG'20	NAPA AUTO PARTS	685.73		10/01/20
	ACCOUNT TOTAL		2,190.19	. 00	2,190.19
	146.72-17 OPERATING SUPPLIES / 04/21 AP 09/16/20 0000000 UNIFORMS PUBLIC BUILDINGS		135.62		10/01/20
493	04/21 AP 09/08/20 0000000 UNIFORMS PUBLIC BUILDINGS	SERVICEWEAR APPAREL, INC.	18.55		10/01/20
	ACCOUNT TOTAL		154.17	. 0 0	154.17
519	446.73-06 OTHER SUPPLIES / BUI 04/21 AP 09/24/20 0000000 PATIO PAVERS		319.00		10/01/20
PROJECT#: 519	04/21 AP 09/21/20 0000000 GATE REPAIR	MENARDS-CEDAR FALLS	12.13		10/01/20
PROJECT# 519	04/21 AP 09/21/20 0000000 HARDWARE BRACKET	O'DONNELL ACE HARDWARE	4.99		10/01/20
PROJECT# 519	04/21 AP 09/15/20 0000000 LIGHT BULBS	ECHO GROUP, INC.	162.60		10/01/20
519	: 062503 04/21 AP 09/15/20 0000000 PLUMBLING REPAIR	PLUMB SUPPLY COMPANY, LLC	111.98		10/01/20
PROJECT# 519	: 062501 04/21 AP 09/14/20 0000000	ECHO GROUP, INC.	164.00		10/01/20

PROGRAM GM CITY OF CEE	DAR FALLS				PAGE 10 PERIOD 03/2021
GROUP PO	ACCTGTRANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
*********					POST DT
FUND 101 GE	NERAL FUND				
101-6616-4	46.73-06 OTHER SUPPLIES / BUI LIGHT BALLASTS	LDING REPAIR	continued		
519	PLUMBLING REPAIR	PLUMB SUPPLY COMPANY, LLC	55.99		10/01/20
519	062506 04/21 AP 09/08/20 0000000 HARDWARE FOR HANGINGS 062511	MENARDS-CEDAR FALLS	41.31		10/01/20
PRODUCT#.	ACCOUNT TOTAL		872.00	. 00	872.00
	446.86-02 REPAIR & MAINTENANCE 04/21 AP 09/24/20 0000000 MAT SERVICE		40.00		10/01/20
	062506				
	04/21 AP 09/22/20 0000000 MAT SERVICE 062501	CITY LAUNDERING CO.	20.00		10/01/20
	04/21 AP 09/17/20 0000000 WATER HEATER INSTALLATION	PLUMB TECH INC.	787.29		10/01/20
PROJECT#: 519	: 062501 04/21 AP 09/13/20 0000000 SPRINKLER INSPECTION	BLACKHAWK SPRINKLERS, INC.	269.95		10/01/20
PROJECT#	: 062508				10/01/00
	04/21 AP 09/09/20 0000000 GLASS REPLACEMENT : 062506	ALLIED GLASS PRODUCTS	546.76		10/01/20
PRODECT#	ACCOUNT TOTAL		1,664.00	.00	1,664.00
	446.86-14 REPAIR & MAINTENANCE 04/21 AP 09/17/20 0000000		718.27		10/01/20
PROJECT#	HVAC REPAIR				_ , , ,
	HVAC REPAIR	AIRE SERV.OF THE CEDAR VALLEY LIBRARY	1,010.82		10/01/20
PROJECT# 519	: 062503 04/21 AP 09/03/20 0000000 HVAC REPAIR	AIRE SERV.OF THE CEDAR VALLEY REC CENTER	216.00		10/01/20
PROJECT# 51 <b>9</b>	: 062507 04/21 AP 09/03/20 0000000 HVAC REPAIR	AIRE SERV.OF THE CEDAR VALLEY GOLF SHOP	198.45		10/01/20
PROJECT#	: 062516	COLF BROT			
	ACCOUNT TOTAL		2,143.54	. 00	2,143.54

PRÓGRAM	ROGRAM GM360L ITY OF CEDAR FALLS		ACCOUNT ACTIVITY LIST			PAGE 11 PERIOD 03/2021
NBR	NBR PER	CGTRANSACTION		DEBITS	CREDITS	CURRENT BALANCE
FUND 10	)1 GENERAL	FUND				
101-66 483	04/2	01 OFFICE SUPPLIES / OF 21 AP 09/23/20 0000000 PLATE-D MCKINNEY	KIRK GROSS COMPANY	30.00		10/01/20
		ACCOUNT TOTAL		30.00		30.00
101-66 483	04/2	60 OPERATING SUPPLIES / 21 AP 09/17/20 000000 DCK FIRST AID CABINET	SAFETY SUPPLIES CINTAS FIRST AID & SAFETY	12.23		10/01/20
		ACCOUNT TOTAL		12.23	. 00	12.23
101-66 527	04/2	-44 PROFESSIONAL SERVICH 21 AP 09/21/20 0000000 HFORD RIVER GAUGE	S / USGS RIVER GAUGE MIDAMERICAN ENERGY 08/20/20-09/21/20	10.42		10/01/20
		ACCOUNT TOTAL		10.42	00	10.42
101-66	533-423.72	-01 OPERATING SUPPLIES ,	OPERATING SUPPLIES			
524		21 AP 09/24/20 0000000		547.98		10/01/20
524	04/:		BENTON'S READY MIX CONCRETE,	151.00		10/01/20
524	04/:	R MELENDY BASE/SIGN 21 AP 09/23/20 0000000 Y WALK MARKERS	O'DONNELL ACE HARDWARE	5,38		10/01/20
477		21 AP 09/18/20 0000000	MARTIN BROS.DISTRIBUTING	289.52		10/01/20
491	04/	21 AP 09/18/20 0000000 DRMS PARKS	DXP ENTERPRISES, INC.	115.20		10/01/20
491	04/	21 AP 09/18/20 0000000 DRMS PARKS	DXP ENTERPRISES, INC.	11.44		10/01/20
491		21 AP 09/18/20 0000000 DRMS PARKS	DXP ENTERPRISES, INC.	159.50		10/01/20
491		21 AP 09/18/20 0000000 DRMS PARKS	DXP ENTERPRISES, INC.	79,80		10/01/20
491		21 AP 09/18/20 0000000 DRMS PARKS	DXP ENTERPRISES, INC.	40.80		10/01/20
491		21 AP 09/18/20 0000000 ORMS PARKS	DXP ENTERPRISES, INC.	108.70		10/01/20
493	UNIF	21 AP 09/18/20 0000000 ORMS PARKS	SERVICEWEAR APPAREL, INC.	43.08		10/01/20
491	CONC	21 AP 09/17/20 0000000 RETE FOR SIDEWALK	BENTON'S READY MIX CONCRETE, REPAIR AT SEERLEY PARK	528.75		10/01/20
493	UNIF	21 AP 09/16/20 0000000 ORMS PARKS		98.26		10/01/20
524		21 AP 09/16/20 0000000 WAY SHELTER FASCIA	BENTON BUILDING CENTER	28.35		10/01/20

PREPARED 10/01/2020, 11:36:00 PROGRAM GM360L CITY OF CEDAR FALLS			ACCOUNT ACTIVITY LIS		PAGE 12 ACCOUNTING PERIOD 03/2021		
ROUP I	PO ACCTG	TRANSACTION		DEBITS	CREDITS	CURRENT BALANCE	
UND 101	GENERAL FU	ND .					
101-6633 524	04/21	OPERATING SUPPLIES / AP 09/16/20 0000000 ELENDY FLAG POLE	OPERATING SUPPLIES MILLER FENCE CO., INC.	126.00		10/01/20	
524	04/21	AP 09/11/20 0000000 ROCK-LIBRARY BEDS	BENTON'S SAND & GRAVEL, INC.	267.16		10/01/20	
524		AP 09/11/20 0000000	POLK'S LOCK SERVICE, INC.	36.00		10/01/20	
491	04/21	AP 09/08/20 0000000 & T REPAIR	MENARDS-CEDAR FALLS	5.99		10/01/20	
493	04/21	AP 09/08/20 0000000 IS PARKS	SERVICEWEAR APPAREL, INC.	225.88		10/01/20	
477	04/21	AP 08/31/20 0000000 EXPENSES AUG'20	NAPA AUTO PARTS	379.23		10/01/20	
		ACCOUNT TOTAL		3,248.02	÷ 0 0	3,248.02	
		FUND TOTAL		270,838.38	16,200.23	254,638.15	
JND 206	STREET CON 7-436.72-17	NENT FINANCING ISTRUCTION FUND OPERATING SUPPLIES / AP 09/18/20 0000000	UNIFORMS DXP ENTERPRISES, INC.	115.20		10/01/20	
491	UNIFORM	IS STREETS AP 09/18/20 0000000		354.64		10/01/20	
491	04/21	IS STREETS AP 09/18/20 0000000	DXP ENTERPRISES, INC.	435.00		10/01/20	
491	04/21	1S STREETS AP 09/18/20 0000000	DXP ENTERPRISES, INC.	127.68		10/01/20	
491	04/21	1S STREET AP 09/18/20 0000000 1S STREETS	DXP ENTERPRISES, INC.	40.80		10/01/20	
491	04/21	AP 09/18/20 0000000 AS STREETS	DXP ENTERPRISES, INC.	108.70		10/01/20	
493	04/21	AP 09/18/20 0000000 AS STREETS	SERVICEWEAR APPAREL, INC.	64.62		10/01/20	
493	04/21	AP 09/16/20 0000000 AS STREETS	SERVICEWEAR APPAREL, INC	273.08		10/01/20	
493		AP 09/08/20 0000000 AS STREETS	SERVICEWEAR APPAREL, INC.	112.22		10/01/20	
		ACCOUNT TOTAL		1,631.94	+ 00	1,631.94	
206-663	04/21	) OTHER SUPPLIES / BRI AP 09/15/20 0000000	DGES GIERKE-ROBINSON COMPANY, INC:	246.89		10/01/20	
493	CEMENT	PATCH	O'DONNELL ACE HARDWARE	17.69		10/01/20	
	CEMENT						

				R DESCRIPTION			CURREN
			STRUCTION FUND OTHER SUPPLIES / BR	IDGES	continued		
477		04/21 CEMENT	AP 09/11/20 0000000	GIERKE-ROBINSON COMPANY, INC.	lo5.81		10/01/2
			ACCOUNT TOTA	L	370.39	. 00	370.3
06-6631	7-436	5.73-32	OTHER SUPPLIES / ST				10/01/2
519			AP 09/23/20 0000000 PRAYER FOR SWEEPER	O'DONNELL ACE HARDWARE	17.38		10/01/2
493		04/21	AP 09/22/20 0000000	O'DONNELL ACE HARDWARE	35.38		10/01/2
477			ILDS FOR HYDRO AP 09/21/20 0000000	GIERKE-ROBINSON COMPANY, INC.	143.11		10/01/2
	F	ROCK RA	KES FOR TOOL VAN	O'DONNELL ACE HARDWARE	74.99		10/01/2
93	C	GRASS S					
19			AP 09/19/20 0000000 ASPHALT	ASPRO, INC.	881.76		10/01/:
19		04/21	AP 09/19/20 0000000	ASPRO, INC.	877.36		10/01/2
191			ASPHALT AP 09/17/20 0000000	BENTON'S READY MIX CONCRETE,	450.00		10/01/2
	1	FLOWABI	E CONCRETE	STATE STREET BENTON'S READY MIX CONCRETE,			10/01/2
91			AP 09/16/20 0000000 TE-STREET REPAIR	GOLDEN VALLEY WAY			20/01/
91			AP 09/15/20 0000000 TE-STREET REPAIR	BENTON'S READY MIX CONCRETE, GOLDEN VALLEY WAY	476.00		10/01/
93		04/21	AP 09/15/20 0000000	SAM ANNIS & CO.	122.02		10/01/
91			FOR PATCHER AP 09/14/20 0000000	BENTON'S READY MIX CONCRETE,	505.75		10/01/
	5	SIDEWAI	K/STREET REPAIR	TREMONT ST BMC AGGREGATES L.C.	906.09		10/01/
77			AP 09/11/20 0000000 OR MULTIPLE PROJECT	BMC AGGREGATES L.C.			
177			AP 09/08/20 0000000 FOR FORMS	BUILDERS SELECT LLC	129.50		10/01/
77		04/21	AP 09/05/20 0000000	ASPRO, INC.	182.16		10/01/
177			ASPHALT AP 08/31/20 0000000	NAPA AUTO PARTS	111.93		10/01/
		PARTS &	EXPENSES AUG'20	BENTON'S READY MIX CONCRETE,		862.75	09/28/
514			AP 06/04/20 0134406 HECK LOST	CONCRRETE-WATERLOO RD			
514			AP 06/01/20 0134406 HECK LOST	BENTON'S READY MIX CONCRETE, CONCRETE-TERRACE DR		493.50	09/28/
514		03/21	AP 05/27/20 0134406 HECK LOST			498.00	09/28/
			ACCOUNT TOTA	L	5,389.43	1,854.25	3,535.

PREPARED 10/01/2020, 11:36:00 ACCOUNT ACTIVITY LISTING PROGRAM GM360L CITY OF CEDAR FALLS								PAGE ACCOUNTING PERIOD 03/2		
GROUP NBR	PO NBR	ACCTG PER.	CD	-TRANSA	CTION		DEBITS	CREDITS	CURRENT BALANCE	
FUND 2 206-6	06 ST	REET CON 36.92-93 3240-WI	NSTRU( B PUBI	CTION FU	ND S / STRUCI	URE IMPROV & BLDGS PROJECT START-09/04/20	continued			
				ACCO	UNT TOTAL		5,745.31	00	5,745.31	
206-6 519		04/21	AP 0		EQUIPMEN 0000000	QUALITY TRAFFIC CONTROL, INC	4,500.00		10/01/20	
477			AP 0	9/16/20	0000000	DON'S TRUCK SALES, INC.	75,186.00		10/01/20	
				ACCO	UNT TOTAL		79,686.00	. 0 0	79,686.00	
206-6 524	647-4	04/21	AP 0		0000000	OPERATING SUPPLIES ECHO GROUP, INC.	115.75		10/01/20	
491			AP 0	9/15/20		ECHO GROUP, INC.	65.23		10/01/20	
477		04/21	AP 0	PARIS 8/31/20 ENSES AU		NAPA AUTO PARTS	89.11		10/01/20	
				ACCO	UNT TOTAL		270.09	. 0 0	270.09	
206-6 493			AP 0	9/16/20	UPPLIES / 0000000	UNIFORMS SERVICEWEAR APPAREL, INC.	161.14		10/01/20	
				ACCO	UNT TOTAL		161.14	_ 00	161.14	
206-6 477					UPPLIES / 0000000	PAINT DIAMOND VOGEL PAINT - #64/#55	134.87		10/01/20	
				ACCO	UNT TOTAL		134.87	.00	134.87	
206-6 524						FFIC SIGNS IOWA PRISON INDUSTRIES	7,124.45		10/01/20	
				ACCO	UNT TOTAL		7,124.45	. 00	7,124.45	
				FUND	TOTAL		100,513.62	1,854.25	98,659.37	

PROGRAM GM360L	ACCOUNT ACTIVITY LISTING		
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	BALANCE
FUND 215 HOSPITAL FUND FUND 216 POLICE BLOCK GRANT FUND FUND 217 SECTION 8 HOUSING FUND 217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 535 04/21 AP 07/31/20 0000000 MRI SOFTWARE LLC HAPPY SOFTWARE SUBS.RENEW CARES-11/01/20-10/31/21 PROJECT#: 022344	13,758.00		10/01/20
ACCOUNT TOTAL	13,758.00		13,758.00
FUND TOTAL	13,758.00	. 00	13,758.00
FUND 223 COMMUNITY BLOCK GRANT 223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMNT 515 04/21 AP 09/18/20 0000000 BOULDER CONTRACTING, LLC 3223-20 CDBG SIDEWALK INF PROJECT#: 023223	7,017.03		10/01/20
ACCOUNT TOTAL	7,017.03	, 0 0	7,017.03
FUND TOTAL	7,017.03	. 0 0	7,017.03
FUND 224 TRUST & AGENCY FUND 242 STREET REPAIR FUND 242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION 515 04/21 AP 09/25/20 0000000 PETERSON CONTRACTORS 3185-2020 STREET CONST. PROJECT#: 023185	172,808.08		10/01/20
ACCOUNT TOTAL	172,808.08	. 0 O	172,808.08
242-1240-431.92-91 STRUCTURE IMPROV & BLDGS / 12TH ST. RECONSTRUCTION 515 04/21 AP 09/18/20 0000000 PETERSON CONTRACTORS 3196-12TH ST.RECONSTRUCT. PROJECT#: 023196	55,137.52		10/01/20
ACCOUNT TOTAL	55,137.52	. 0 0	55,137.52
242-1240-431.97-79 TIF EOND PROJECTS / RIDGEWAY AVE RECONSTRUCT 515 04/21 AP 07/31/20 0000000 PETERSON CONTRACTORS 3172-RIDGEWAY AVE. RECON. PROJECT#: 023172	46,252.91		10/01/20
ACCOUNT TOTAL	46,252.91	. 0 0	46,252.91

PREPARED 1 PROGRAM G	GM360L	0, 11:36:00 5	ACCOUNT ACTIVITY LISTI	PAGE 16 ACCOUNTING PERIOD 03/2021		
GROUP PC NBR NBF	D ACCTG R PER.	TRANSACTION CD DATE NUMBE		DEBITS	CREDITS	CURRENT BALANCE
FUND 242 S		PAIR FUND FUND TOTAL		274,198.51	. 00	274,198.51
FUND 254 C FUND 258 F FUND 261 7 261-2291- 517	PARKING F TOURISM & -423.85-2 04/21	JND VISITORS D UTILITIES / INTERNE AP 10/01/20 0000000	I SERVICE SPINUTECH WEB DESIGN, INC. SUPPORT FEE/OCT-NOV-DEC	570.00		10/01/20
		ACCOUNT TOTA	L	570.00	. 00	570.00
261-2291- 517 517	04/21 BIMONT 04/21	HLY MAT SERVICE AP 09/10/20 0000000	G MAINTENANCE CITY LAUNDERING CO. CITY LAUNDERING CO.	10.00		10/01/20 10/01/20
	BIMONT	HLY MAT SERVICE ACCOUNT TOTA	T.	20.00	. 0 0	20.00
		FUND TOTAL	-	590.00	.00	590.00
FUND 291 1   FUND 292 2   FUND 293 1   FUND 294 1   FUND 294 1   FUND 295 2   FUND 295 2   FUND 296 0   FUND 296 0   FUND 297 1	POLICE FO POLICE RE FIRE RETI LIBRARY R SOFTBALL GOLF CAPI REC FACIL -423.92-0 04/21	PLAYER CAPITAL TAL ITIES CAPITAL	BLDGS / STRUCTURE IMPROV & BLDGS POSPISIL PAINTING, INC. ENTRY,LAZY RIVER-FALLS	117,700.00		10/01/20
		ACCOUNT TOTA	L	117,700.00	. 00	117,700.00
		FUND TOTAL		117,700.00	+ 0 0	117,700.00
FUND 298 2 298-2280 492	-423.89-3 04/21		HARDINGER FUNDING	1,000.00	. 00	10/01/20
		ACCOUNT TOTA		2,000.00		_,

PREPARED 10/01/2020, 11:36:00 ACCOUNT ACTIVITY LISTING PROGRAM GM360L CITY OF CEDAR FALLS		PAGE 17 ACCOUNTING PERIOD 03/2021		
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 298 HEARST CAPITAL FUND TOTAL	1,000.00	. 0 0	1,000.00	
FUND 311 DEBT SERVICE FUND FUND 402 WASHINGTON PARK FUND FUND 404 FEMA				
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG 519 04/21 AP 09/09/20 0000000 HOTSY EQUIPMENT COMPANY ELECTROSTATIC SPRAYER FOR DISINFECTION 062507	1,749.00		10/01/20	
PROJECT#: 012020 477 04/21 AP 08/31/20 0000000 NAPA AUTO PARTS GLOVES, TAPE, WIPES	1,705.51		10/01/20	
PROJECT#: 012020 511 03/21 AP 07/31/20 0135058 US BANK ACCOUNT CORRECTION AMZ MKTP US*MF8YN6A51 AM		13.87	09/28/20	
PROJECT#: 012020 511 03/21 AP 07/31/20 0135058 US BANK AMZN MKTP US*MF8YN6A51 AM THERMOMETER PROBE COVERS PROJECT#: 012020	19.38		09/28/20	
ACCOUNT TOTAL	3,473.89	13.87	3,460.02	
FUND TOTAL	3,473.89	13.87	3,460.02	
FUND 405 FLOOD RESERVE FUND FUND 407 VISION IOWA PROJECT FUND 408 STREET IMPROVEMENT FUND FUND 430 2004 TIF BOND				
430-1220-431.97-82 TIF BOND PROJECTS / STREETSCAPE MAINTENANCE	39,528.55		10/01/20	
ACCOUNT TOTAL	39,528.55	.00	39,528.55	
FUND TOTAL	39,528.55	- 0 0	39,528.55	

FUND4312014BONDFUND4322003BONDFUND4332001TIFFUND4342000BOND

PREPARED 10/01/2020, 11:36:00 PROGRAM GM360L CITY OF CEDAR FALLS	ACCOUNT ACTIVITY LISTI	PAGE 18 ACCOUNTING PERIOD 03/2021		
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER				CURRENT
FUND 435 1999 TIF FUND 436 2012 BOND 436-1220-431.98-62 CAPITAL PROJECTS / CLAN 515 04/21 AP 09/18/20 0000000 F 3146-CLAY ST. PARK DRAIN. PROJECT#: 023146	( ST. PARK DRAINAGE BENTON'S SAND & GRAVEL, INC.	38,201.40		10/01/20
ACCOUNT TOTAL		38,201.40	. 00	38,201.40
FUND TOTAL		38,201.40	. 00	38,201.40
FUND 437 2018 BOND FUND 438 2020 BOND FUND				
438-1220-431.95-01 BOND FUND PROJECTS / BO 483 04/21 AP 08/25/20 0000000 2	AHLERS AND COONEY, P.C.	324.00		10/01/20
GENERAL OBLIGATION CLN 09 483 04/21 AP 08/25/20 0000000 2 2020 GEN.OBLIG.CL NOTES	AHLERS AND COONEY, P.C.	15,769.35		10/01/20
ACCOUNT TOTAL		16,093.35	. 00	16,093.35
438-1220-431.95-27 BOND FUND PROJECTS / UJ 527 04/21 AP 09/21/20 0000000 3 3217-UNION ROAD TRAIL PROJECT#: 023217	SNYDER & ASSOCIATES, INC.	30,762.17		10/01/20
ACCOUNT TOTAL		30,762.17	- 00	30,762.17
438-1220-431.98-23 CAPITAL PROJECTS / GRE 545 04/21 AP 09/23/20 0000000 3228-GREENHILL/S MAIN INT	SHIVE-HATTERY	28,684.72		10/01/20
PROJECT#: 023228 545 04/21 AP 09/23/20 0000000 3228-GREENHILL/S MAIN INT PROJECT#: 023228	SHIVE-HATTERY CHANGE ORDER #1-90%	11,250.00		10/01/20
ACCOUNT TOTAL		39,934.72	.00	39,934.72
FUND TOTAL		86,790.24	. 00	86,790.24

PREPARED 10/01/2020, 11:36:00 PROGRAM GM360L CITY OF CEDAR FALLS					ACCOUNT ACTIVITY LI		PAGE 19 ACCOUNTING PERIOD 03/2021		
GROUP PO NBR NBR	ACCTG PER.	CD	TRANSAC DATE	TION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
FUND 439 20 FUND 443 CA FUND 472 PA FUND 473 SI FUND 483 EC FUND 484 EC FUND 541 20 541-2230-4 515 PROJECT#:	PITAL PR RKADE RE DEWALK A ONOMIC I ONOMIC I 18 STORM 32.92-01 04/21 3225-20	OJEC: NOVA SSES: DEVELO DEVELO MATI STRU AP 09 D20 PI	rs rion Sment Opment LA ER BONDS UCTURE IN 9/18/20 ( ERMEABLE	1PROV & BL	DGS / STRUCTURE IMPROV & BLDGS BENTON'S SAND & GRAVEL, INC.	10,314.67		10/01/20	
			ACCOU	JNT TOTAL		10,314.67	. 00	10,314.67	
			FUND	TOTAL		10,314.67	. 00	10,314.67	
FUND 544 20 FUND 545 20 FUND 546 27 FUND 547 SE FUND 548 19 FUND 548 19 FUND 551 20 FUND 551 RE 551-6675-4 493	06 SEWEH WER IMPH WER RESH 97 SEWEH 92 SEWEH 00 SEWEH 500 SEWEH 500 SEWEH 500 SEWEH 500 SEWEH 500 SEWEH 500 SEWEH 500 SEWEH	E BONI ERVE BONI BONI BONI BONI D OPEI AP 0	DS ENT FUND FUND D FUND D FUND D FUND RATING SI	0000000	POSTAGE UNITED PARCEL SERVICE	36		10/01/20	
			ACCO	UNT TOTAL		. 36	- 00	36	
	04/21	AP 0		0000000	DPERATING SUPPLIES MENARDS-CEDAR FALLS	32.36		10/01/20	
			ACCO	UNT TOTAL		32.36	0.0	32.36	
551-6685-4 491 491	04/21 UNIFORM	AP 0 45 RE	9/18/20	0000000	UNIFORMS DXP ENTERPRISES, INC. DXP ENTERPRISES, INC.	230.40		10/01/20 10/01/20	
	UNIFOR	MS RE	FUSE 9/18/20		DXP ENTERPRISES, INC.	464.00		10/01/20	
	UNIFORM	MS RE	FUSE			63.84		10/01/20	
	UNIFOR	MS RE AP 0	9/18/20		DXP ENTERPRISES, INC. DXP ENTERPRISES, INC.	122.40		10/01/20	

ROGRAM GM	AR FALLS	ACCOUNT ACTIVITY I	PAGE 20 ACCOUNTING PERIOD 03/2021		
ROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
JND 551 RE	FUSE FUND				
551-66 <b>85-4</b> 493	36.72-17 OPERATING SUPPLIES / 1 04/21 AP 09/16/20 0000000		continued 98.53		10/01/20
493	UNIFORMS REFUSE 04/21 AP 09/08/20 0000000 UNIFORMS REFUSE DOYLE	SERVICEWEAR APPAREL, INC.	30.69		10/01/20
493	04/21 AP 09/08/20 0000000 UNIFORMS REFUSE	SERVICEWEAR APPAREL, INC.	39.96		10/01/20
	ACCOUNT TOTAL		1,209.98	- 00	1,209.98
551-6685 <b>-</b> 4 493	36.73-01 OTHER SUPPLIES / REPA 04/21 AP 09/21/20 0000000 DUCT TAPE-TRANS STATION		19.38		10/01/20
	ACCOUNT TOTAL		19.38	(a) <b>0</b> 0	19.38
551-6685-4 477	36.73-05 OTHER SUPPLIES / OPER 04/21 AP 08/31/20 0000000 PARTS & EXPENSES AUG'20		731.60		10/01/20
	ACCOUNT TOTAL		731.60	. 0 0	731.60
551-6685-4	36.87-02 RENTALS / MATERIAL DI	SPOSAL/HANDLIN			
493	04/21 AP 09/22/20 0000000 BATTERY CABLES		19.69		10/01/20
524	04/21 AP 09/22/20 0000000 COMPOST MANAGEMENT	T & W GRINDING CONTRACT	17,500.00		10/01/20
477	04/21 AP 09/17/20 0000000 ELECTRONIC RECYCLING	MIDWEST ELECTRONIC RECOVERY	298.70		10/01/20
493	04/21 AP 09/17/20 0000000 COMPOST SITE MANAGEMENT	T & W GRINDING	6,300.00		10/01/20
477	04/21 AP 09/15/20 0000000 ELECTRONIC WASTE	MIDWEST ELECTRONIC RECOVERY	650.60		10/01/20
477	04/21 AP 09/10/20 0000000 ELECTRONIC RECYCLING	MIDWEST ELECTRONIC RECOVERY	744.00		10/01/20
	ACCOUNT TOTAL		25,512.99	. 00	25,512.99
	FUND TOTAL		27,506.67	<u>⇒</u> 00	27,506.67

PREPARED 10/01/2020, 11:36:00 PROGRAM GM360L CITY OF CEDAR FALLS						ACCOUNT ACTIVITY LI:		PAGE 21 ACCOUNTING PERIOD 03/202		
OUP	PO	ACCTG		-TRANSA	ACTION	DECOTOTION	DEBITS	CREDITS	CURREN BALANCI	
2.5.5.5						DESCRIPTION			POST DT	
IND 55	52 SEV	WER RENT	AL FU	JND						
52-60 519	555-43	36.73-13	OTH	ER SUPPI	JIES / SANI	TARY SEWERS CRITEX LLC	1,015.24		10/01/2	
213		TEETH B	OR MI	R MANHOI	E					
519						O'DONNELL ACE HARDWARE	3.50		10/01/2	
524					BOX 0000000	OUTS BENTON'S READY MIX CONCRETE,	500.50		10/01/2	
774		CONCRET	E FOI	R BOX OU	JTS					
477					0000000	MENARDS-CEDAR FALLS	27.60		10/01/2	
514		BAG CON			0134406	BENTON'S READY MIX CONCRETE,		595.00	09/28/2	
		VOID-CH	ECK	LOST		CONCRETE - 122 BERGSTROM				
				2000	OUNT TOTAL		1,546.84	595.00	951.8	
				ACCO	JUNI IUIAL		_,			
50 6		36 73 . 3'	7 OTU		LIES / IOWA	ONE CALL				
						IOWA ONE CALL	583.20		10/01/:	
		IOWA OI	VE CA	LL AUG	UST 20		48.27		10/01/2	
509		04/21 ONE CA			0000000	CAMPBELL SUPPLY WATERLOO	48.27		10/01/.	
							631,47	.00	631.4	
				ACC	OUNT TOTAL		031.47			
- F 2 6		26 96 1	מיזים מ	א סדע M	ATNTENANCE	/ SANITARY SEWER REPAIR				
						CRITEX LLC	1,953.95		10/01/2	
		SANTTA	Y PT	PE			224 00		10/01/2	
493		04/21 REBAR	AP 0	8/25/20	0000000	STETSON BUILDING PRODUCTS LLC	894.00		10/01/2	
493		04/21	AP 0	8/24/20	0000000	STETSON BUILDING PRODUCTS LLC	46.40		10/01/2	
		SONOTU								
				ACC	OUNT TOTAL		2,894.35	. 00	2,894.3	
552-6	665-4	36.72-1	7 OPE	RATING	SUPPLIES /	UNIFORMS				
491						DXP ENTERPRISES, INC.	57.60		10/01/:	
491				TER REC 9/18/20		DXP ENTERPRISES, INC.	31.92		10/01/:	
171		UNIFOR	MS WA	TER REC					10/01/	
491				9/18/20 TER REC	0000000	DXP ENTERPRISES, INC	73.30		10/01/:	
491					0000000	DXP ENTERPRISES, INC.	122.40		10/01/:	
		UNIFOR	MS WA	TER REC	1		64.60		10/01/	
493		- /		9/18/20 TER REC	0000000	SERVICEWEAR APPAREL, INC.	64.62		10/01/	
					0000000	SERVICEWEAR APPAREL, INC.	98.64		10/01/	
493										
493 493				TER REC	0000000	SERVICEWEAR APPAREL, INC.	61,94		10/01/:	

PREPARED 10/01/2020, 11:36:00 PROGRAM GM360L CITY OF CEDAR FALLS			ACCOUNT ACTIVITY		PAGE 22 ACCOUNTING PERIOD 03/2021		
GROUP PO	DED C	TRANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
FUND 552 S	EWER RENTAL			continued			
		ACCOUNT TOTAL		510.42	.00	510.42	
552-6665- 509			TESTING & LAB MIDLAND SCIENTIFIC, INC.	30.28		10/01/20	
509		09/15/20 0000000	HUPP ELECTRIC MOTORS	1,410.00		10/01/20	
		ACCOUNT TOTAL		1,440.28	. 0 0	1,440.28	
552-6665- 509	04/21 AP	PERATING SUPPLIES / 09/17/20 0000000 ST AID CABINET	SAFETY SUPPLIES CINTAS FIRST AID & SAFETY	30.87		10/01/20	
		ACCOUNT TOTAL		30.87	÷ 0 0	30.87	
552-6665- 509 50 <b>9</b>	04/21 AP SHIPPING 04/21 AP	VELODYNE RETURN	POSTAGE UNITED PARCEL SERVICE UNITED PARCEL SERVICE	32.69 16.22		10/01/20 10/01/20	
		ACCOUNT TOTAL		48.91	. 00	48.91	
552-6665- 509			ATING EQUIPMENT ARNOLD MOTOR SUPPLY	121.78		10/01/20	
509	04/21 AP CLEANERS	09/16/20 0000000	O'DONNELL ACE HARDWARE	46.60		10/01/20	
509	CONDUIT/		CRESCENT ELECTRIC WASTECORP.PUMPS LLC.	119.46		10/01/20 10/01/20	
509	PUMP PART		WASIECORP. FOMPS LLC.	010.01		10/01/20	
		ACCOUNT TOTAL		1,107.35	. 00	1,107.35	
552-6665- 509		THER SUPPLIES / SAN. 09/17/20 0000000	LIFT STATION SUPP. O'DONNELL ACE HARDWARE	15.38		10/01/20	
509	04/21 AF	09/16/20 0000000 ROL/LS DEGREASER	RHOMAR INDUSTRIES, INC	14,810.90		10/01/20	
509		09/03/20 0000000	GRAINGER PARTS	375.73		10/01/20	

PROGRAM GM3601 CITY OF CEDAR H	FALLS	ACCOUNT ACTIVITY LIS	PAGE 23 ACCOUNTING PERIOD 03/2021		
GROUP PO AG NBR NBR I	CCTGTRANSACTION PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE
					FOR DI
FUND 552 SEWER 552-6665-436.	RENTAL FUND 73-36 OTHER SUPPLIES / SAN	. LIFT STATION SUPP.	continued		
	ACCOUNT TOTAL		15,202.01	0.0	15,202.01
509 04	86-01 REPAIR & MAINTENANCE 4/21 AP 09/21/20 0000000 CHINING		582.50		10/01/20
	ACCOUNT TOTAL		582.50	- 00	582.50
509 04	86-12 REPAIR & MAINTENANCE 4/21 AP 09/21/20 0000000 3S AND TOWELS		38.75		10/01/20
	ACCOUNT TOTAL		38.75	0.0	38.75
	FUND TOTAL		24,033.75	595.00	23,438.75
FUND 553 2004 -					
555-6630-432.	73-34 OTHER SUPPLIES / STO				
	4/21 AF 09/24/20 0000000 PANDING FOAM TO SEAL		8.82		10/01/20
524 0 CO	4/21 AP 09/23/20 0000000 NCRETE FOR CATCH BASIN	BENTON'S READY MIX CONCRETE,	163.00		10/01/20
514 0 VO	3/21 AP 06/03/20 0134406 ID-CHECK LOST	BENTON'S READY MIX CONCRETE, CONCRETE - 3RD ST - RAKE		493.50	09/28/20
514 0	3/21 AP 06/03/20 0134406 ID-CHECK LOST			493.50	09/28/20
514 0	3/21 AP 06/02/20 0134406 ID-CHECK LOST			241.50	09/28/20
	ACCOUNT TOTAL		171.82	1,228.50	1,056.68-
514 0	86-20 REPAIR & MAINTENANCE 3/21 AP 06/04/20 0134406 ID-CHECK LOST	/ STORM SEWERS BENTON'S READY MIX CONCRETE, CONCRETE-2211 TERRACE DR		458.25	09/28/20
	ACCOUNT TOTAL		. 00	458.25	458.25-
	FUND TOTAL		171.82	1,686.75	1,514.93-

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ROUP P	PO ACCTGTRANSACTION		DEBITS	CREDITS	CURRENT BALANCE
	SEWER ASSESSMENT DATA PROCESSING FUND				
	8-441.93-01 EQUIPMENT / EQUIPMEN		12,653.92		10/01/20
529	04/21 AP 09/21/20 0000000 VIRTUAL SERVER CONTROLLER	IP PATHWAYS, LLC	12,055.92		10/01/20
483	04/21 AP 09/14/20 0000000	CDW GOVERNMENT, INC.	7,000.00		10/01/20
483	LAPTOPS FOR FBO MANAGERS 04/21 AP 09/14/20 0000000	CDW GOVERNMENT, INC.	1,050.00		10/01/20
483	24"MONITORS (10)INVENTORY	CDW GOVERNMENT, INC.	1,000100		
483	04/21 AP 08/31/20 0000000	IP PATHWAYS, LLC	24,689.67		10/01/20
	VMWARE CONTROLLERS				
	ACCOUNT TOTAL	1	45,393.59	- 00	45,393.59
	FUND TOTAL		45,393.59	-00	45,393.59
	VEHICLE MAINTENANCE FUND 8-446.72-05 OPERATING SUPPLIES 04/21 AP 09/18/20 0000000 DIESEL FUEL FOR TECH PKWY	GAS & OIL MANSFIELD OIL COMPANY	9,626.14		10/01/20
477	04/21 AP 09/16/20 0000000	HTP ENERGY	8,968.55		10/01/20
519	DIESEL FUEL 1500 BLUFF ST 04/21 AP 09/15/20 0000000	AIRGAS USA, LLC	476.71		10/01/20
	WELDING GAS		567.00		10/01/20
477	04/21 AP 09/03/20 0000000 DEF FILL 2200 TECHNOLOGY	CONSOLIDATED ENERGY COMPANY	567.00		10/01/20
477	04/21 AP 08/31/20 0000000	NAPA AUTO PARTS	5,393.41		10/01/20
524	PARTS & EXPENSES AUG'20 04/21 AP 08/20/20 0000000	HTP ENERGY	13,308.49		10/01/20
524	GASOHOL 2200 TECH PARKWAY	ITTE HALKOT	20,00000		
	ACCOUNT TOTAL	·	38,340.30	- 0 0	38,340.30
	8-446.72-17 OPERATING SUPPLIES		94.58		10/01/20
493	04/21 AP 09/16/20 0000000 UNIFORMS VEHICLE MAINT	SERVICEWEAR APPAREL, INC.	22.30		
493	04/21 AP 09/14/20 0000000	SERVICEWEAR APPAREL, INC.		68.35	10/01/20
493	UNIFORMS VEHICLE MAINT 04/21 AP 09/08/20 0000000	CREDIT MEMO SERVICEWEAR APPAREL, INC	110.91		10/01/20
- 22	UNIFORMS VEHICLE MAINT				
	ACCOUNT TOTA		205.49	68.35	137.14

685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES

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GROUP PO NBR NBR	ACCTGT PER. CD D	RANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 685 VEH	ICLE MAINTENAN	ICE FUND				
519		14/20 0000000	CLE SUPPLIES FORCE AMERICA DISTRIBUTING LL	continued 94.86		10/01/20
477	04/21 AP 09/1	1/20 0000000	FORCE AMERICA DISTRIBUTING LL	930.56		10/01/20
477	SPEED SENSORS 04/21 AP 08/3 PARTS & EXPENS	31/20 0000000	NAPA AUTO PARTS	24,019.06		10/01/20
		ACCOUNT TOTAL		25,044.48	0.0	25,044.48
477		31/20 0000000	/ VEHICLE MAINT. SOFTWARE NAPA AUTO PARTS	1,059.24		10/01/20
		ACCOUNT TOTAL		1,059.24	00	1,059.24
519		R & MAINTENANCE 24/20 0000000	/ TOWELS CITY LAUNDERING CO.	35.00		10/01/20
		ACCOUNT TOTAL		35.00	0.0	35.00
477			/ TIRE REPAIRS NAPA AUTO PARTS	470.04		10/01/20
		ACCOUNT TOTAL		470.04	0.0	470.04
493	04/21 AP 09/3		TSIDE AGENCY WITHAM AUTO CENTERS	104.16		10/01/20
519	ALIGNMENT PD2: 04/21 AP 09/: REPAIRED BOOM	16/20 0000000	MURPHY TRACTOR & EQUIPMENT CO	657.33		10/01/20
		ACCOUNT TOTAL		761.49	. 0 0	761.49
519		MENT / EQUIPMENT 15/20 0000000	P PRECISE MRM LLC	4,480.48		10/01/20
		ACCOUNT TOTAL		4,480.48	. 0 0	4,480.48
		FUND TOTAL		70,396.52	68.35	70,328.17

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 686 PAYROLL FUND FUND 687 WORKERS COMPENSATION FUND FUND 688 LTD INSURANCE FUND FUND 689 LIABILITY INSURANCE FUND 689-1902-457.51-05 INSURANCE / LIABILITY	Y THRIDANCE			
483 04/21 AP 09/17/20 0000000	FRIEDEMANN GOLDBERG LLP	82.50		10/01/20
LGL:J BALIK 483 04/21 AP 08/31/20 0000000 RMB:VEHICLE WINDOW REPAIR	8/17/20-8/24/20 Sharon Cory Dol 8/31/20	202.23		10/01/20
ACCOUNT TOTAL		284.73	- 0 0	284.73
FUND TOTAL		284.73	0 0	284.73
FUND 724 TRUST & AGENCY FUND 727 GREENWOOD CEMETERY P-CARE FUND 728 FAIRVIEW CEMETERY P-CARE FUND 729 HILLSIDE CEMETERY P-CARE FUND 790 FLOOD LEVY				
GRAND TOTAL		1,131,711.37	20,418.45	1,111,292.92