



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, MARCH 21, 2022  
7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET**

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**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular Meeting of March 7, 2022.

**Agenda Revisions**

**Special Presentations**

2. Proclamation recognizing March 22, 2022 as March for Meals Day.
3. Proclamation recognizing March 30, 2022 as Honey Bee Day.

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

**Old Business**

4. Pass Ordinance #3006, amending Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios for residential mixed-use and multi-unit buildings in the Downtown Character District to .75 parking spaces per bedroom, but not less than one parking space per unit, as recommended by the Planning & Zoning Commission, upon its second consideration.

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

5. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Crystal Ford, Civil Service Commission, term expiring 04/04/2026.
6. Receive and file the City Council Committee of the Whole minutes of February 28, 2022 relative to Review of the FY2023 Budget.
7. Receive and file the City Council Committee of the Whole minutes of March 7, 2022 relative to the Infiltration & Inflow Reduction Program.
8. Receive and file the City Council Work Session minutes of March 7, 2022 relative to the Continuation of the Public Safety Model Discussion.
9. Receive and file a communication from the City Administrator relative to the appointment of an Acting Public Safety Director.
10. Approve the following applications for beer permits and liquor licenses:
  - a) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
  - b) Social House, 2208 College Street, Class C liquor & outdoor service - 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.)

- [11.](#) Resolution approving the recommendation of the Acting Public Safety Director and City Administrator relative to the appointment of an Acting Police Chief.
- [12.](#) Resolution approving and authorizing execution of a Master Service Agreement with IP Pathways, LLC, relative to providing data backup and disaster recovery services.
- [13.](#) Resolution approving and authorizing execution of a HOME Investment Partnership Program Consortium Cooperation Agreement with the City of Waterloo for FY2023-2025.
- [14.](#) Resolution approving and authorizing execution of three Service/Product Agreements relative to removal of hazardous trees on private property, and authorizing the City Operations & Maintenance Division Manager to approve individual property quotes.
- [15.](#) Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors Inc. for the West 12th Street Reconstruction Project, and approving and authorizing the transfer of funds from the Street Construction Fund to the Street Improvement Fund.
- [16.](#) Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the 2022 Street Construction Project.
- [17.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Municipal Pipe Tool Company, in the amount of \$286,395.50, for the 2022 CDBG Sanitary Sewer Rehabilitation Project.
- [18.](#) Resolution approving and authorizing execution of a Revised Owner Purchase Agreement, and approving and accepting a Warranty Deed, in conjunction with the Olive Street Box Culvert Project.
- [19.](#) Resolution receiving and filing, and setting April 4, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the College Hill Parking Lot Improvements Project.
- [20.](#) Resolution setting April 4, 2022 as the date of public hearing on a proposed amendment to Chapter 26, Zoning, of the Code of Ordinances relative to principal permitted uses in the M-1 Light Industrial District.

**Ordinances:**

- [21.](#) Pass an ordinance amending Chapter 7, Building and Building Regulations, of the Code of Ordinances relative to discharge of stormwater or groundwater into the city sanitary sewer system, upon its first consideration.

**Allow Bills and Claims**

- [22.](#) Allow Bills and Claims for March 21, 2022.

**City Council Referrals**

**City Council Updates**

**Staff Updates**

**Executive Session**

23. 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.

## Adjournment

**CITY HALL  
CEDAR FALLS, IOWA, MARCH 7, 2022  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 8:27 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None.
- 53703 - It was moved by Harding and seconded by Ganfield that the minutes of the Regular Meeting of February 21, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- 53704 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that item #21 on the Resolution Calendar was being removed from the agenda.
- 53705 - Mayor Green read a Proclamation recognizing March 8, 2022 as International Women's Day.
- 53706 - Rosemary Beach, 5018 Sage Road, commented on preserving two historic homes on UNI property and her desire for the City to work with UNI in that effort.
- Nick Taiber, 4925 Kylie Court, commended Director Olson on his years of service and for the success of the Public Safety Program.
- Melissa Heston, 1911 Hawthorne Avenue, expressed concerns with postponing the housing assessment program.
- Carol Yates, 519 Chateau Court, expressed concerns with postponing the resilience plan and housing assessment program.
- 53707 - Mayor Green announced that in accordance with the public notice of February 23, 2022, this was the time and place for a public hearing on the proposed FY23 Budget for the City of Cedar Falls. It was then moved by Harding and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53708 - The Mayor then asked if there were any written communications filed to the proposed budget. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a brief summary of the proposed budget. There being no one else present wishing to speak about the proposed budget, the Mayor declared the hearing closed and passed to the next order of business.
- 53709 - It was moved by Harding and seconded by deBuhr that Resolution #22,702, approving and adopting the FY23 Budget for the City of Cedar Falls, be adopted. Following questions and comments by Councilmembers Sires and Dunn, and

responses by Mayor Green, Finance & Business Operations Director Rodenbeck and Community Development Director Sheetz, it was moved by Dunn and seconded by Harding to amend the motion to restore budgeted items for the Resilience Plan and Housing Assessment project. Following questions and comments by Councilmembers Harding, Kruse, Dunn, deBuhr and Ganfield, and responses by Sheetz and Rodenbeck, the motion failed 2-5, with Kruse, Ganfield, Sires, Schultz and deBuhr voting Nay. It was then moved by Kruse and seconded by Sires to amend the original motion to reserve leftover funds from last year's budget for the College Hill Zoning and Rental Conversion program to earmark for rising costs. Following comments by Councilmembers deBuhr, Harding, Dunn, Schultz and Ganfield, and responses by Rodenbeck, Public Works Director Schrage, Fleet Maintenance Supervisor Rawdon and Sheetz, it was moved by Ganfield to call the question. Motion to call the question carried unanimously. The motion to amend failed 1-6, with Harding, Ganfield, Sires, Dunn, Schultz and deBuhr voting Nay. The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Dunn, Schultz, deBuhr. Nay: Sires. Motion Carried. The Mayor then declared Resolution #22,702 duly passed and adopted.

- 53710 - Mayor Green announced the continuation of the public hearing on a proposal to enter into an Agreement for Private Development and to consider conveyance of certain city-owned real estate to McWing, L.L.C. Economic Development Coordinator Graham provided a brief summary of the proposal. There being no one else present wishing to speak about the proposed agreement and conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 52711 - It was moved by Ganfield and seconded by Harding that Resolution #22,703, approving and authorizing execution of an Agreement for Private Development, and approving and authorizing execution of a Deed Without Warranty conveying certain city-owned real estate to McWing, L.L.C., be adopted. Following questions by Mayor Green and responses by Economic Development Coordinator Graham, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolution #22,703 duly passed and adopted.
- 53712 - Mayor Green announced that in accordance with the public notice of February 25, 2022, on a proposal to enter into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to KL Iowa 01, L.L.C. It was then moved by Kruse and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53713 - The Mayor then asked if there were any written communications filed to the proposal. 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 proposal. There being no one else present wishing to speak about the proposed agreement and conveyance, the Mayor declared the hearing closed and passed to the next order of business.

- 53714 - It was moved by Harding and seconded by Kruse that Resolution #22,704, approving and authorizing execution of an Agreement for Private Development, and approving and authorizing execution of a Quit Claim Deed conveying certain city-owned real estate to KL Iowa 01, L.L.C., be adopted. Following comments by Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion Carried. The Mayor then declared Resolution #22,704 duly passed and adopted.
  
- 53715 - Mayor Green announced that in accordance with the public notice of February 25, 2022, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 CDBG Sanitary Sewer Rehabilitation Project. It was then moved by Kruse and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
  
- 53716 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a brief summary of the proposed plans, etc. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
  
- 53717 - It was moved by deBuhr and seconded by Ganfield that Resolution #22,705, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 CDBG Sanitary Sewer Rehabilitation 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: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion Carried. The Mayor then declared Resolution #22,705 duly passed and adopted.
  
- 53718 - Mayor Green announced that in accordance with the public notice of February 25, 2022, this was the time and place for a public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to deleting all shared parking requirements in the Downtown Character District. It was then moved by Ganfield and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
  
- 53719 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard provided a brief summary of the proposed amendments. There being no one else present wishing to speak about the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
  
- 53720 - It was moved by Harding and seconded by deBuhr to pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to deleting all

shared parking requirements in the Downtown Character District, upon its first consideration. Following questions and comments by Councilmembers Dunn, Kruse, Harding, Sires and deBuhr, and responses by Community Development Director Sheetz, Planning & Community Services Manager Howard and Mayor Green, it was moved by Dunn to call the question. Motion to call the question carried unanimously. The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Sires, deBuhr. Nay: Harding, Ganfield, Dunn, Schultz. Motion failed.

- 53721 - Mayor Green announced that in accordance with the public notice of February 25, 2022, this was the time and place for a public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios in the Downtown Character District. It was then moved by Harding and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53722 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard provided a brief summary of the proposed amendments. There being no one else present wishing to speak about the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 53723 - It was moved by Kruse and seconded by Sires to pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios for residential mixed-use and multi-unit buildings in the Downtown Character District to one parking space per bedroom, upon its first consideration. Following questions and comments by Councilmembers deBuhr, Kruse and Harding, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Sires, deBuhr. Nay: Harding, Ganfield, Dunn, Schultz. Motion failed.

It was then moved by Ganfield and seconded by Harding that Ordinance #3006, amending Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios for residential mixed-use and multi-unit buildings in the Downtown Character District to .75 parking spaces per bedroom, but not less than one parking space per unit, as recommended by the Planning & Zoning Commission, be passed upon its first consideration. Following questions and comments by Councilmembers Ganfield, Harding, deBuhr and Kruse, and responses 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: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion carried.

- 53724 - It was moved by Ganfield and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Work Session minutes of February 21, 2022

relative to the Public Safety Director Position and Public Safety Model.

Receive and file the 2021 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee.

Receive and file Departmental Monthly Reports of January 2022.

Approve the following applications for beer permits and liquor licenses:

- a) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service - renewal.
- b) Scoopskis, 1828 Waterloo Road, Class B beer & outdoor service - renewal.
- c) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C liquor - renewal.
- d) Deringer’s Public Parlor, 314 ½ Main Street, Class C liquor – renewal.
- e) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C liquor & outdoor service - renewal.
- f) Happy's Wine & Spirits, 5925 University Avenue, Class E liquor - renewal.
- g) Prime Mart, 2728 Center Street, Class E liquor – renewal.

Motion carried unanimously.

53725 - It was moved by Kruse and seconded by Ganfield to receive and file a communication from the Mayor relative to the appointment of Zachary Zippe as Student Liaison, term ending 04/30/2022. Following comments by Mayor Green and Councilmember Dunn, the motion carried unanimously.

53726 - It was moved by Kruse and seconded by Ganfield that the following resolutions be introduced and adopted:

Resolution #22,706, approving and adopting certain revised Personnel Policies for the City of Cedar Falls.

Resolution #22,707, levying a final assessment for costs incurred by the City to mow property located at 923 Ellen Street.

Resolution #22,708, approving and authorizing submission of a Peace Officer Retention Bonus Grant application to the State of Iowa.

Resolution #22,709, approving a C-2 Commercial Zoning District site plan for a storage facility to be located at 3717 Midway Drive.

Resolution #22,710, approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Terracon Consultants, Inc. for an extension of the 2019 Construction Testing Services through the 2023 construction season.

Resolution #22,711, receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$3,266,189.70, for the 2022 Street Construction Project.

Resolution #22,712, approving and accepting the contract and bond of Peterson Contractors, Inc. for the West Viking Road Industrial Park Phase V Project.

Resolution #22,713, approving and authorizing execution of two Owner Purchase Agreements, and approving and accepting two Temporary Construction easements, in conjunction with the West 27th Street Reconstruction Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolutions #22,706 through #22,713 duly

53727 - It was moved by Kruse and seconded by Harding that the bills and claims of March 7, 2022 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion carried.

53728 - It was moved by Kruse and seconded by deBuhr to modify the previous Downtown Zoning referral by including discussion of the location of allowable shared parking. Motion carried 4-3, with Schultz, Harding and Dunn voting Nay.

53729 - Zachary Zippe, introduced himself as the Director of Governmental Relations for Northern Iowa Student Government at UNI and a Political Science Major.

Councilmember Sires commented that the safe room at Robinson Dresser Complex should be unlocked and open to the public, and requested a map of safe rooms in the city and accessibility for those without shelters.

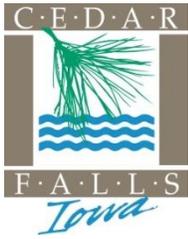
Councilmember Dunn responded to public comments about the historic buildings at UNI, and clarified that the Council cares, but that the buildings are on State property and out of the City’s jurisdiction. Councilmember Schultz also noted that the University cares, but that it’s a budgetary matter. Mayor Green and Councilmember Kruse also commented.

53730 - Mayor announced the Open House on March 10, 2022, 2 pm-4 pm to congratulate Public Safety Director Jeff Olson on his retirement and thanked him for his 36 years of service.

53731 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 9:11 P.M. Motion carried unanimously.

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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



## MARCH FOR MEALS DAY

MARCH 22, 2022

**WHEREAS**, fifty years ago, on March 22, 1972, the Older Americans Act of 1965 was amended to establish a national nutrition program for seniors 60 years and older; and

**WHEREAS**, the March for Meals campaign was established in March 2002 to recognize the importance of the Older Americans Act's nutrition programs through meals served in senior centers and meals delivered to homes of elders, and to raise awareness about the problems of senior hunger and isolation; and

**WHEREAS**, the Northeast Iowa Area Agency on Aging (NEI3A) is a nonprofit serving under the Older Americans Act to provide services to older Americans that help them age-in-place with dignity and independence; and

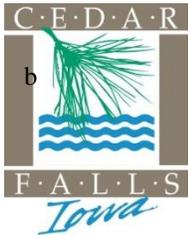
**WHEREAS**, the thousands of volunteers who deliver Meals on Wheels to homebound seniors here in Cedar Falls and beyond are the backbone of the program, and are worthy of recognition as they provide nutritious meals and compassionate contact to seniors and others who would otherwise risk daily hunger and isolation;

**NOW, THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim March 22, 2022 as **March For Meals Day** in Cedar Falls and urge every citizen to celebrate our Meals on Wheels program, the seniors and caregivers they serve, and the volunteers who care for them to combat senior hunger and isolation and as well as to promote elder dignity and well-being.

Signed this 15<sup>th</sup> day of March, 2022.



Mayor Robert M. Green



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
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## HONEY BEE DAY March 30, 2022

**WHEREAS**, honey bees and native insects are important pollinators for a third of the food we eat, and are vital for the production of over 90 crops grown nationally, including here in Iowa; and

**WHEREAS**, Iowa's 45,000+ honey bee hives produce four million pounds of honey valued at over \$8 Million and provide an estimated \$92M in crop value annually through their pollination; and

**WHEREAS**, more than 4,500 Iowa beekeepers, ranging from hobbyists to full-time professionals, are passionately managing bees ranging from 1 to 2 hives in a single apiary to thousands of hives in large commercial operations across the state; and

**WHEREAS**, the State of Iowa maintains an active apiary program to protect honeybees and beekeepers by inspecting for apiary diseases and pests, and by encouraging best practices through outreach to individual beekeepers and beekeeping groups; and

**WHEREAS**, honey bees face global threats from invasive pests and disease, colony collapse, reduction in bee-friendly habitats, climate change, and deadly herbicides and pesticides; and

**WHEREAS**, the City of Cedar Falls is committed to providing nourishment and sustainable habitats to bees and other pollinators through native prairie plantings, and through reductions in the use of pesticides and herbicides on public property;

**NOW THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim March 30, 2022, as **HONEY BEE DAY** in the City of Cedar Falls, and I encourage citizens to take part in the Iowa Honey Producers Association's celebration of honey bees through enjoyment of honey and other products of the hive; and I do further encourage all citizens, businesses, and other organizations to help in reduce threats to honey bee survival in Iowa through advocacy and direct action.

Signed this 11<sup>th</sup> day of March, 2022.



Mayor Robert M. Green



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor Robert M. Green and City Council

**FROM:** Karen Howard, AICP, Planning & Community Services Manager

**DATE:** March 14, 2022

**SUBJECT:** Petition from City Council to Amend parking requirements in the Downtown Character District (TA22-001)

At your work session on Tuesday, January 18<sup>th</sup>, the City Council directed staff to forward to the Planning and Zoning Commission a petition to consider amending certain parking requirements in the recently adopted Downtown Character District code.

#### **Background**

The Downtown Character District regulations were adopted by City Council on November 1, 2021. These new zoning regulations are intended to implement the *Imagine Downtown! Vision Plan* adopted in November of 2019. The vision plan was the result of public workshops, a week-long community design charrette, and other public outreach events that took place in 2019, where community members, including downtown merchants, property owners, residents, and other stakeholders were invited to share their feedback and ideas for the future of Downtown and surrounding neighborhoods.

The second phase of the project was to draft zoning regulations to encourage future development that is consistent with the adopted Vision. The draft code was presented to the public in February, 2021. The Commission considered the new code at four special work sessions and held 3 public hearings to consider public comments and suggestions for changes to the code. The Commission discussed all proposed changes to the draft and made decisions on each one before forwarding a final draft to the City Council for consideration in May 2021. The Planning & Zoning Commission's recommended draft was reviewed at three City Council Committee of the Whole meetings and two work sessions before a public hearing was scheduled. After discussion at three readings, the new code was adopted on November 1, 2021.

#### **Council Petition # 1 – Eliminate shared parking requirements**

Under the new code, for a new development project that contains apartments or upper floor commercial uses, a certain number of shared parking spaces must be provided. These spaces must be made available for the public to use during at least 12 hours a day. For the remaining hours these spaces may be reserved for the tenants of the building. The property owner has the flexibility to determine the hours when they are available for shared use and can sign them accordingly. The shared parking requirement is one tool to provide some additional parking spaces for public use to alleviate parking congestion downtown during peak times when the spaces might otherwise be sitting vacant.

However, a number of concerns have been expressed about the shared parking requirements, including concerns about requiring property owners to make their private property available for public use and about how the shared spaces will be managed and monitored over time. A majority of the City Council expressed concerns that the potential downsides outweigh the potential benefits of this requirement and requested that the Commission consider eliminating the shared parking requirements from the zoning code. They note that property owners would still have the option to voluntarily share their parking with the public.

The petition was introduced to the Planning and Zoning Commission at their meeting on January 26, 2022. At a public hearing on February 9<sup>th</sup>, the Commission discussed the Council's petition; and, on a 3-4 vote, disapproved the City Council's petition to delete the shared parking requirements.

### **Council Petition # 2 – Increase the amount of parking required for residential uses in multi-unit and mixed use buildings**

Based on the recommendations of the parking study conducted by WGI in late 2018, along with stakeholder interviews during the Visioning process, the consultants drafting the Downtown Character District Code (Ferrell Madden), included a reduction in the parking requirements for residential within mixed-use and multi-unit buildings from 1 space per bedroom to 0.5 spaces per bedroom (along with 0.25 spaces per bedroom for shared parking).

A majority of the City Council expressed concerns about lowering the parking requirements for residential uses in multi-unit and mixed use buildings downtown and petitioned the Commission to consider re-establishing the previous requirement of one parking space per bedroom.

The petition was introduced to the Planning and Zoning Commission at their meeting on January 26, 2022 and a public hearing was set. At a public hearing on February 9<sup>th</sup>, a motion to approve the Council's petition failed for a lack of a second to the motion, and therefore is considered disapproved by the Planning and Zoning Commission.

As an alternative, the Planning and Zoning Commission on a separate motion recommended, on a 4-3 vote, approval of an amendment to City Code Section 26-196, Character District Parking to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but not less than 1 space per unit. There was general agreement that there should be no less than 1 space per unit to ensure that buildings containing all or a majority of units that are studios or one-bedrooms provide at least one parking space per unit. A majority were supportive of an increase to 0.75 spaces per bedroom.

**PLANNING AND ZONING COMMISSION ACTIONS:** In summary, at their February 9<sup>th</sup> meeting, Planning and Zoning Commission held public hearings regarding the aforementioned Council petitions to amend the zoning ordinance. At the close of each hearing, the Commission took the following actions:

**Hearing #1:** On Council's petition to eliminate all shared parking requirements within City Code Section 26-196. Character District Parking, including all references to locational standards and time of day standards for shared parking, the Commission disapproved the petition on a 3-4 vote.

**Hearing #2:** On Council's petition to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 1 space per bedroom within City Code Section 26-196. Character District Parking, the Commission disapproved the petition. The petition failed for a lack of a second to the motion.

**As an alternative,** the Planning and Zoning Commission on a separate motion recommended, on a 4-3 vote, approval of an amendment to City Code Section 26-196, Character District Parking to

increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but not less than 1 space per unit.

## PREVIOUS CITY COUNCIL ACTIONS:

At the March 7 City Council meeting, Council held public hearings on the recommendations from the Planning and Zoning Commission. Subsequent to the public hearings, the Council:

1. Disapproved an ordinance deleting all requirements and standards related to shared parking within the Downtown Character District regulations. Since this item failed on its first reading, no further action is required of Council.
2. Disapproved an ordinance to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to one parking space per bedroom within the Downtown Character District. Since this item failed on its first reading, no further action is required of Council.
3. **Approved an ordinance to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but not less than one parking space per unit. The second reading of this ordinance is scheduled for the March 21 formal meeting.**

## PLANNING & ZONING COMMISSION DISCUSSION AND HEARINGS

### **Discussion 1/26/2022**

The first item of business was a zoning text amendment to amend CD-DT to eliminate shared parking requirements. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that City Council has petitioned the Commission to consider amending the parking requirements in the Downtown Character District by deleting the requirements for shared parking and to increase the minimum parking requirement for multi-unit residential development to one space per bedroom and ensuring that there is at least one parking space per unit.

Ms. Howard provided a summary of the Downtown Visioning and Code update project for the new Planning and Zoning Commissioners who were not on the Commission during the public review process for the project. She displayed a rendering of the boundary of the Downtown Character District and discussed the previous zoning within the boundaries. She detailed the public review process that had taken place at the Planning and Zoning Commission before the Commission made their recommendation to the City Council in May of last year. Ms. Howard briefly described the two types of parking in the Central Business District, public and private. She discussed each and explained that the current issue is whether there should be parking requirements on private property in the downtown area. She explained why cities are moving away from focusing on zoning requirements for parking and more toward public shared parking solutions. She described the distinction between short-term and long-term parking needs, reasons why cities rely on public parking, particularly for short-term customer parking, and the unintended consequences of high parking requirements. Ms. Howard discussed the parking study that was done in 2018 and how those results affected the zoning standards proposed in the new zoning code. She noted that while other public parking options were being discussed to address downtown parking needs, such as construction of a public parking ramp, she explained that the focus of this meeting is on the zoning code, and discussed the previous private parking requirements as well as the new code requirements. She also discussed the definition of shared parking. Staff recommends discussion of Council's request to eliminate shared parking requirements

in the zoning Code and to increase the residential parking requirement back to one space per bedroom for new mixed-use and multi-unit buildings. It is recommended to set a public hearing date for February 9.

Mr. Larson made a motion to schedule a public hearing for February 9 for both items on the agenda. Ms. Lynch seconded the motion.

Mr. Holst asked about existing conditions for parking and how this will affect properties that are already established and previous requirements were met. Ms. Howard explained that it would only affect owners who are looking to make a change.

Mr. Larson asked for clarification on what would trigger new development as to when the shared parking requirement would be applicable. Ms. Howard stated that the only shared parking requirement is for new multi-family units, or for new upper floor commercial space that is greater than 5,000 square feet.

Mr. Larson asked how it will be decided what area of a parking lot is shared parking. Ms. Howard explained how the numbers are figured and how the spaces would be specified as available to the public. It was again clarified that these rules would not apply to existing properties.

Mr. Leeper asked for an example of how parking would be if requirements were increased to one space per bedroom. Ms. Howard gave River Place as an example and presented the results from the parking study, which showed the percentage that was unused.

Ms. Grybovych asked about examples of how this has worked for other cities that have proposed lower parking requirements. Ms. Howard discussed findings from other communities and how they compare to Cedar Falls.

Ms. Crisman asked for clarification on whether private parking was just in lots or if it would include private garages. Ms. Howard stated that shared parking would only apply to new multi-unit or mixed use buildings. Depending on how the parking is provided, it could be inside the building or be in surface lots. The owner would choose the best location for the shared parking spaces and would sign it for the hours it is available to the public.

Mr. Holst stated that he feels that going back to the way things were would cause the situation to digress and not allow for growth. It was recommended that documents and information from the previous studies, presentations and meetings be forwarded to the newest Commission members to give them some background on the information shared.

The motion to set a public hearing date for February 9<sup>th</sup> was approved unanimously with 9 ayes (Crisman, Grybovych, Hartley, Holst, Larson, Leeper, Lynch, Moser and Saul), and 0 nays.

## **Public Hearings 2/9/2022**

The first item of business was a public hearing on a Zoning Text Amendment to eliminate shared parking requirements in the Downtown Character District. Chair Leeper introduced the item and Ms. Howard provided background information on the petition from Council.

Ms. Howard displayed the location of the Downtown Character District and noted that the details of the ordinance had been presented at the last meeting. She noted that if there were any questions about the current regulations in the Downtown Character District, the slides from the last meeting were available for viewing.

Eashaan Vajpeyi, 3831 Convair Lane, indicated that he was a spokesperson for a group of owners of property downtown. He feels there needs to be more specificity in the shared parking requirements to exempt certain businesses or to specify which businesses can afford to share their parking and which cannot. He gave the example of restaurants and how due to their hours they would not be able to shared their parking. He noted examples of potential issues and possible solutions.

Mr. Holst asked for clarification on the current requirements for shared parking. Ms. Howard clarified that the shared parking requirements only apply to new buildings with residential uses and upper floor commercial. There is no shared parking requirement for existing businesses or for ground floor commercial, including restaurants. Mr. Holst stated that parking has been a big concern for him throughout this project. However, he feels that a lot of time has been spent on review of this new code and that we should try things the way they are now set up before changing it.

Mr. Larson agreed and feels a great deal of work, research and math considered in coming up with the numbers. Those can be changed without scrapping the whole code that everyone has put so much work into. He feels that trying it the way it is and adjusting as needed is the best plan. He believes that a great deal of time and effort has gone into the current code and it would be arbitrary to change the position on the numbers that were considered so seriously before.

Mr. Leeper stated that he doesn't feel that the shared parking requirement is not very significant. He likes the idea of making the effort to fix the problem, but feels the shared parking is only meant to be a very small part of the overall approach to parking, so would be open to deleting it. Mr. Holst stated that he feels the need to forge ahead and at least give it a try to see how it works. The idea behind it is beneficial to the overall health of downtown and a lot of time and work has been put into researching all the information that was used to create the code.

Ms. Saul stated that she feels that if a developer wants to build downtown and is a good steward they will voluntarily do the sharing. She doesn't believe forcing the issue is necessary. She agreed with concerns about enforcement.

Mr. Hartley stated that he believes that some additional definition should be added, particularly with regard to underground and outdoor parking lots.

**Ms. Saul made a motion to eliminate shared parking requirements. Ms. Grybovych seconded the motion. The motion was denied with 3 ayes (Grybovych, Leeper and Saul), and 4 nays (Crisman, Hartley, Holst and Larson).**

Mr. Leeper asked if this can be brought back for consideration down the road to see how it is working. Ms. Howard stated that it can.

The next item for public hearing was a zoning text amendment to CD-DT to increase parking requirements for residential uses in multi-unit and mixed use buildings. Chair Leeper introduced the item and Ms. Howard stated that the request from City Council is

to consider increasing the parking requirement for residential uses in mixed-use or multi-unit buildings to one space per bedroom.

When asked, Ms. Howard noted that the Commission may discuss and vote to forward any alternative proposals for changes to the parking requirements by a separate motion.

Eashaan Vajpeyi asked for clarification on the requirements on the parking ratios. He discussed a map that was brought up that shows Halloween weekend in 2018 showing one surface residential parking lot that is only 52% full. He asked if anyone checked how occupied the building was. He feels that the accuracy of the numbers would need to include the building occupancy at the time to show the real parking ratio. He feels that there should be at least a minimum one spot per bedroom as he believes that more people have cars than are being counted. He feels that the ratio of spots and occupancy is very important.

Daryl Kruse, 2725 Minnetonka Drive, spoke regarding the parking study noting that, of the residents that live downtown, 35% do not have an assigned parking spot. Most park on the street or in a parking lot, consuming spots for customers. He also stated that the seating capacity for all the bars and restaurants downtown is very close to 4,000. If they are half full and everyone comes two per car, there are 1,000 cars that need to park. The parking study shows approximately 680 parking spots on the street. If new buildings are built without one spot per bedroom, parking will be very limited. He also had an issue with the difference in parking requirements for rentals from downtown and the rest of the town. He feels that one spot per bedroom should be the minimum.

Mr. Holst asked for clarification regarding the parking for studio apartments. Ms. Howard stated that a studio apartment would be considered one bedroom and would currently require 0.5 spots per resident and 0.25 for shared parking.

Ms. Saul made a motion to change the code to one parking space per residential unit. Mr. Larson seconded the motion.

Mr. Hartley said that changing the code to require at least one space per unit is a good idea, but the reality is that no one knows what the “magic” number regarding how many spaces per bedroom is until this is put into practice.

Mr. Leeper feels that requiring additional parking is a hindrance to development downtown and the environment that is attracting people downtown. People don't come downtown for the parking. He asked for clarification on the parking study that was done and Ms. Howard stated that parking was counted different days and different times of day to get a feel for the overall parking situation. Mr. Leeper stated that this seems to be a good case study. Ms. Saul interjected that shared parking is also being required. Mr. Holst stated that that small of a change isn't going to have that big of an impact either way.

Mr. Larson withdrew his second to the motion that was made to increase parking to one space per residential unit. The motion was removed from the table.

There was further discussion regarding an alternate motion. Mr. Holst stated that he feels that if the requirement is increased to one space, it should include the shared parking requirement. He noted that he is not in favor of increasing to 1 space per bedroom and then have the additional 0.25 space in shared parking requirement, which would make it higher than it was before the new code was adopted. Mr. Larson noted

that a lot of time was spent on the numbers and feels that it was well researched. This is just referring to new development and isn't going to affect a great amount of parking.

Saul made a motion to increase the parking requirement for residential in multi-unit and mixed-use buildings to 0.75 per bedroom, but no less than one space per dwelling unit. Mr. Holst seconded the motion.

Mr. Larson stated that this is substantially over-parked compared to the current condition and reiterated that he feels that a great deal of objective thought, meetings and research went into the current requirement. Ms. Crisman agreed.

Ms. Saul feels that the increase is a good compromise as consultants are making these kinds of recommendations all over the country, but Cedar Falls may not be like all those other locations.

**The motion was approved with 4 ayes (Hartley, Holst, Leeper and Saul), and 3 nays (Crisman, Grybovych and Larson)**

**ORDINANCE NO. 3006****AN ORDINANCE TO INCREASE THE PARKING REQUIREMENTS FOR RESIDENTIAL USES IN MIXED-USE AND MULTI-UNIT BUILDINGS WITHIN THE DOWNTOWN CHARACTER DISTRICT (CD-DT) TO 0.75 SPACES PER BEDROOM, BUT NOT LESS THAN ONE PARKING SPACE PER DWELLING UNIT, BY AMENDING CERTAIN SUBSECTIONS AND PARAGRAPHS WITHIN SECTION 26-196, CHARACTER DISTRICT PARKING AND LOADING, WITHIN DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA**

WHEREAS, the Downtown Character District zoning regulations, adopted November 1, 2021, establish parking requirements for residential uses; and

WHEREAS, the City Council has petitioned the Cedar Falls Planning and Zoning Commission to consider increasing the parking requirement for residential uses in mixed-use and multi-unit buildings to one space per bedroom; and

WHEREAS, at the public hearing at the Planning and Zoning Commission meeting on February 9, 2022, the motion to approve the Council's petition failed due to lack of a second to the motion and therefore is considered disapproved by the Planning and Zoning Commission; and

WHEREAS, as an alternative to City Council's petition, the Planning and Zoning Commission recommended approval of an amendment to increase the parking requirement for residential uses in mixed-use and multi-unit buildings in the Downtown Character District to 0.75 spaces per bedroom, but not less than 1 space per dwelling unit.

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

*Section 1: Subparagraph b. of Paragraph 3, Minimum Reserved Parking, of Subsection C, General Urban, General Urban 2, and Storefront Frontages – Minimum Parking Requirements, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:*

- b. Residential uses in mixed-use or multi-unit buildings: 0.75 spaces per bedroom, but not less than 1 space per dwelling unit. Note: studio/efficiency units shall count as one bedroom for the purpose of calculating required parking.

*Section 2: Subparagraph a. of paragraph 1, Minimum Reserved Parking, of Subsection D, Neighborhood Frontages – Minimum Parking Requirements, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:*

a. Residential uses in multi-unit buildings: 0.75 spaces per bedroom, but not less than 1 space per dwelling unit. Note: studio/efficiency units shall count as one bedroom for the purpose of calculating required parking.

INTRODUCED: \_\_\_\_\_ March 7, 2022 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ March 7, 2022 \_\_\_\_\_

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

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

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

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

ATTEST:

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



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

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**FROM:** Mayor Robert M. Green

**TO:** City Council

**DATE:** February 15, 2022

**SUBJECT:** Appointment of Ms. Crystal Ford as Civil Service Commissioner

**REF:** (a) Code of Ordinances, City of Cedar Falls §2-306: Civil Service Commission

1. In accordance with reference (a), I hereby nominate Ms. Crystal Ford for re-appointment to the Civil Service Commission for a four-year term ending 4/4/2026.
2. Please contact me with any questions about this reappointment.

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

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## COMMITTEE OF THE WHOLE

City Hall – Council Chambers

February 28, 2022

The Committee of the Whole met at City Hall at 5:10 p.m. on February 28, 2022, with the following Committee persons in attendance: Mayor Robert Green and Councilmembers Susan deBuhr, Kelly Dunn, Dustin Ganfield, Simon Harding, Daryl Kruse, Gil Schultz and Dave Sires. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the only item on the agenda, Review of FY2023 Budget and introduced Jennifer Rodenbeck, Director of Finance & Business Operations.

Ms. Rodenbeck gave an overview of the budget schedule: February 7 - Set public hearing date for Max Levy rate; February 8 - Publish Max Levy rate; February 21 - Hold the hearing for Max Levy dollars & set public hearing date for approval of the budget; March 7 - Hold public hearing on budget. Rate being discussed for FY23 is \$11.67, with current FY22 rate of \$11.38. Ms. Rodenbeck explained the Maximum Levy shows an increase of 6.33%, but when factoring rollback and tax rate the actual change in taxes paid are 4.65% for residential. The budget summary is as follows: property tax increase for residential of 4.65%; property tax increase for commercial/industrial of 2.55%; property tax decrease for multi-residential properties of 3.15%. Ms. Rodenbeck stated the following FY23 budget challenges include residential rollback decreasing, multi-residential phase out, backfill phasing out, project costs, high personnel costs & wage settlements, health insurance fund, technology costs, and insurance costs. Ms. Rodenbeck introduced City Administrator Ron Gaines. Mr. Gaines gave an overview of the proposed cuts to FY23 Budget proposed by Councilmembers: Remove CIP #54 zoning, remove CIP #55 Rental Conversion, delay CIP #56 housing needs assessment to FY24, delay CIP #59 Resilience Plan Implementation to FY24, delay CIP #131 cemetery columbariums, cut CIP #138 EAB removal-50%, and remove part-time Human Resource position. Mayor Green proposed having a motion brought forward to eliminate all proposed cuts to the FY23 budget. Motioned by Councilmember Schultz. Seconded by Councilmember deBuhr. Motion passed. Councilmember deBuhr asked about items #56 & #59, will those items be discussed again at Goal Setting in FY24; Mr. Gaines confirmed they will be Goal Setting topics; Ms. Rodenbeck stated they will also be included in the CIP. Mayor Green wanted to confirm that item #54 will still have \$150,000 available for FY23; Ms. Rodenbeck stated \$150,000 will still be available for FY23. Mr. Gaines clarified that the Downtown Zoning will not proceed until Council gives approval. Councilmember Ganfield asked if any funding was left from FY22 for #138-EAB; Operations and Maintenance Division Manager Brian Heath stated no funding is left for FY22. Councilmember deBuhr asked how long it takes to build the cemetery columbariums #131, since they bring in income. Director of Public Works Chase Schrage stated installation doesn't take long since they are pre-made and these could potentially take time to generate revenue. Councilmember Schultz asked if any applications have been received for item #55, does this account normally contain \$100,000 budgeted, what year was this process started and what's the average of applications each year; Ms. Rodenbeck confirmed the account normally has \$100,000, process was started in FY16 and stated 1 grant was complete in FY22, 1 application pending and the City is allowing room for a potential application. Mr. Gaines stated applications received within the first two years were between 1-2 applications, but within the last couple of years all funds have been depleted for the rental conversion program. Councilmember Dunn expressed the importance in funding investments in infrastructure. Councilmember Harding expressed concerns with the removal of the part time Human Resource position; Ms. Rodenbeck informed Councilmembers of challenges within Human Resources (Increased

tracking with COVID, COVID policies, employee questions and regulations). Ms. Rodenbeck gave an overview of the new Human Rights position. Mr. Gaines outlined some challenges that staff face, one of them being workload, including the budget, Public Safety Officer Program, downtown code amendments. Mr. Gaines commented a lot is asked of our staff and we have to be careful to not burnout staff; the competition is very challenging with the private sector. Councilmember Dunn commented on the importance of having great staff, not burning them out, turnover cost money and longevity in staff is important. Councilmember Dunn motioned to amend to strike the part time Human Resource position. Seconded by Councilmember Harding. Councilmember Ganfield motioned to amend the motion and hire a part time Human Resource position in January to reduce salary by \$30,000. Seconded by Councilmember Schultz. Motion passed. Councilmember Schultz asked if \$25,000 for #138 was a reasonable amount to complete EAB removal; Mr. Heath stated it is. Councilmember Ganfield asked about #131, cost for one columbarium instead of doing two per year; Mr. Heath stated each one is approximately \$40,000 includes columbarium, landscaping, concrete, amenities). Councilmember Ganfield stated it's more cost effective to install two instead of splitting them into one per year. Councilmember Dunn asked about removal of \$100,000 for downtown parking; Mr. Gaines stated since it's TIF related it has no impact on the budget. Ms. Rodenbeck explained TIF is a long term planning tool and we have five active TIFs. Mayor Green asked about delaying of the pickleball court repair; Mr. Schrage stated if delayed it may deteriorate and need a permanent reconstruction. Councilmember Ganfield asked about the siren replacement #174, \$60,000; Mr. Heath stated this is replacing a failing system at a school and generally there's \$15,000/year for general maintenance in the budget. Ms. Rodenbeck reminded Councilmembers the discussed budget changes will be incorporated into the budget and included in the March 7, 2022 Council meeting packet. Ms. Rodenbeck and Mr. Gaines explained the importance of staff training, CIP, infrastructure, quality of life projects, Public Safety, and sanitary sewer. Councilmember Sires asked about the City Hall remodel funds; Mr. Gaines stated these funds were obtained from capital funds. Mayor Green opened discussion to the public, no comments.

Mayor Green stated that Council has a motion and second on the floor to remove/delay the following items from the FY2023 budget: CIP #54 zoning, remove CIP #55 Rental Conversion, delay CIP #56 housing needs assessment to FY24, delay CIP #59 Resilience Plan Implementation to FY24, delay CIP #131 cemetery columbariums, cut CIP #138 EAB removal-50%. There was a consensus among Councilmembers to postpone hiring a part time Human Resource position in January instead of the proposed removal of the position. Motion passed.

There being no further discussion, Mayor Green adjourned the meeting at 6:12 p.m.

Minutes by Kim Kerr, Administrative Supervisor

**COMMITTEE OF THE WHOLE**

City Hall – Council Chambers

March 7, 2022

The Committee of the Whole met at City Hall at 7:03 p.m. on March 7, 2022, with the following Committee persons in attendance: Mayor Robert Green and Councilmembers Susan deBuhr, Kelly Dunn, Dustin Ganfield, Simon Harding, Daryl Kruse, Gil Schultz and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Mayor Green called the meeting to order and introduced the only item on the agenda, Infiltration & Inflow Reduction Program and introduced David Wicke, City Engineer and Mike Nyman, Water Reclamation Manager.

Mr. Wicke introduced the North Cedar Heights Area road reconstruction and Park Drive infiltration and inflow project and explained why reconstruction is needed: narrow existing roadways, no curb, minimal storm water control, sanitary lines are dated, and Park Drive lift station is inundated from wet weather and to re-define roadway/Right of way (ROW). The project will start in 2022 and end in 2026. Mr. Wicke introduced Mr. Nyman; Mr. Nyman explained that I&I stands for infiltration and inflow of clean water into the sanitary sewer system. Clean water is either ground or rain water that flows into the sanitary system that's not in the storm water system (two separate systems); the water gets into the sanitary system by cracks, manholes, water mains, or by direct inflow of a pipe with a direct connection to the sanitary sewer. Pump stations are unable to move an overabundance of water and can cause overflow in pipes, manholes and the pump stations, this causing backup into homes. Normal flow at the Park Drive station is 25,000-30,000 gallons/day but in extreme wet weather could be up to 900,000 per day. Back-ups and overflows are prohibited by IDNR (Iowa Department of Natural Resource). For over 25 years the City has been lining sanitary sewer lines, rehabbed manholes and a new lift station at Park Drive. City staff is proposing to change the code of ordinances to remove wording in section 7-196, pertaining to Ordinance No. 1275 that was adopted February 10, 1969. A proposed policy for removing illegal connections is proposed; this policy is intended to set a process for eliminating illegal connections in conjunction with street reconstruction projects going forward. The definition of an illegal connection is any foundation drain, footing drain, footing tile, sump pump, roof drain, etc. that discharges into the sanitary sewer. This will only address issues in the Park Drive area. The process will happen during street reconstruction; Engineering and Water Reclamation will coordinate inspections, new sub-drain or storm sewer for reconnection; then the owner has 60 days from end of road reconstruction project to hire a plumber to correct connection, and owner will schedule a city inspection to verify proper disconnection and reconnection. Financial assistance to the owner may be reimbursed up to \$4,000 of actual cost; illegal connections must be corrected within 60 days and must submit an application within 30 days of final city inspection. If building owners do not correct illegal connections they will be charged \$100/month and it will be assumed that an illegal connection exists in all buildings if owner refuses to allow an inspection. The next steps in the process: March 21, first consideration of ordinance change; April 4, second consideration of ordinance change; April 18, final consideration of ordinance; in-home inspections for North Cedar Heights area to begin in April/May. Mayor opened for questions from Council. Councilmember Kruse has concerns with contractor's bids that may be above City's allowable funding; Chase Schrage, Director of Public Works stated bids from three plumbers were acquired for pricing and averaged. Mr. Schrage reiterated the main focus will be the Park Drive lift station area for the next five years and after 1969 developments have proper connections, no cross connection.

It was moved by Kruse and seconded by Harding that the meeting be adjourned at 7:22 p.m. Motion carried unanimously.

Minutes by Kim Kerr, Administrative Supervisor

## CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

March 7, 2022

The City Council held a work session at City Hall at 5:30 p.m. on March 7, 2022, with the following persons in attendance: Mayor Rob Green, Gil Schultz, Susan deBuhr, Daryl Kruse, Simon Harding, Dustin Ganfield, Dave Sires, and Kelly Dunn. Staff members attended from all City Departments and members of the community attended in person.

Mayor Green introduced the only item on the agenda, Continuation of Public Safety Model Discussion. Mayor Green gave a brief overview of the previous work session including the Public Safety Director position opening and the consensus; he states since the last meeting Council would like to revisit consensus on moving ahead with status quo without any immediate changes and revisit in six months with no additional discussion until then – consensus not reached. Mayor Green requested consensus to have discussion – consensus reached.

Councilmember Schultz requested to address the vacancy for Public Safety Director first. Councilmember deBuhr asked if the PS22 plan was campaign literature and if Public Safety leadership had any input into it; Director Olson responded that they did not. Mayor Green requested clarification on the historical duty of the Director; Director Olson stated he was Director and Police Chief at the same time but had an Assistant Chief, and when he moved to Director only, the assistant became Police Chief; Fire Chief also had an assistant. Councilmember Harding requested numbers on pay and benefits for having two Chiefs and two Assistants vs. one Director and two Chiefs. Councilmember Dunn asked who was involved in the creation of the PS22 document and their credentials, were Public Safety administration involved; Mayor responded he created the document. Councilmember deBuhr asked Director Olson if Fire or Police Chief took over Director duties also, would it create chain-of command issues without an Assistant level and if his opinion was current hierarchy is best for the model; Director Olson stated if one was in the dual-role, they would require an assistant, and yes to current hierarchy. Councilmember deBuhr asked Finance and Business Operations (FBO) Director Jennifer Rodenbeck if there were available numbers for two Chiefs with two Assistants; she responded from a salary perspective, 1 Director and 2 Chiefs would be lesser, but benefits and retirement also to consider; Councilmember deBuhr questioned if current model is cheaper why does Council want to change it. Mayor Green asked about current succession for Police Chief; Chief Berte responded he and Chief Bostwick work at the operational level of the department, below them are Captains, then Lieutenants, and many are well-groomed to be Chief; Councilmember Schultz asked about promotions; Chief Berte provided information on additional trainings/schools attended and qualifications. Councilmember Schultz questioned starting salary for the Director position; City Administrator Ron Gaines stated he'd need to check the pay band to be sure, but the City likes to start below mid-range and experience will be considered. Councilmember Kruse asked how upper management in our PS Model compares to other cities'; Director Olson stated our department is

“leaner”. City Administrator Gaines stated that Cedar Falls has a pyramid structure; all Department Directors act as “deputy city managers/ administrators”; other cities have an assistant City Administrator, but our department heads take on those responsibilities. Councilmember Harding requested a third party consultant to report on the current model, the PS22 report, and gather metrics and data; Councilmember Kruse stated the ISO (insurance) report for fire is upcoming in the next year; Councilmember Harding agreed those are good metrics but the goal is to regain public trust. Mayor Green requested direction for staff on the Public Safety Director opening; Councilmember Harding stated he wanted to wait til a third party evaluation is complete; Councilmember deBuhr stated the employee survey is upcoming, and asked if the third party review is premature to the survey results. Councilmember Kruse asked about grievances; Chief Bostwick stated there have been no grievances in the past two years, he sees people getting along and working together, and is not hearing discussion of the model out in public; Mayor Green asked to clarify if there were no problems or if they were solved at a lower level; Chief Bostwick and Berte stated problems have been resolved quickly, and the Labor Management Committee is utilized as well as Union services. Mayor Green asked if there is a policy stating officers cannot speak out against Public Safety; Chief Berte stated there is no policy against it, although there are things regarding department business that can’t be discussed on social media; he states the department encourages Council to visit and obtain administration permission to do ride-alongs. Councilmember Sires asked if the state requires both a Fire and Police Chief and if there are outside options for filling the interim Director position; Mayor Green stated current City Code only allows the existing Fire or Police Chief to be interim Director. Councilmember Dunn asked the purpose of continuing this discussion [of the model] and hiring a third party consultant, what problem is Council trying to address. Councilmember deBuhr stated the last consensus was to set a discussion for 6 months to follow-up on the Public Safety Special Report goals; Mayor Green asked if there’s anticipated change to the model or if it’s set; Chief Berte responded the model is set but there are always things to work on including the Special Report goals. Councilmember Schultz asked to settle the discussion for Public Safety Director position opening, his understanding is Chief Berte has been named as acting Director and the City should publicize the opening; City Administrator Gaines clarified the interim timelines for Director and Police Chief. Mayor Green asked for consensus to advertise for the Public Safety Director position opening; consensus reached.

Councilmember Dunn addressed items 1-4 in the PS22 document and asked if they required Civil Service Commission and/or Union agreement; item number 2 was previously struck from consideration; City Attorney Kevin Rogers stated that for item #1, the Fire Fighter is still a job class but with no one filling it; he stated items #3 and #4 would require collective bargaining/Union agreements and Civil Service Commission action. Councilmember Dunn asked about budget if these job positions were changed and additional staff had to be hired; Director Rodenbeck stated there isn’t room in the current levy to support that. Councilmember Ganfield agreed with Councilmember Harding to request a third party audit and stated there is mistrust from the public; Councilmember Dunn asked who the neutral third party would be and if a small but vocal minority is reflective of the use of City resources, staff time, and funds.

Councilmember deBuhr stated she has received many e-mails in support of the Public Safety officers and department, and asked about funding for the review. Councilmember Kruse asked why the review is necessary; he requested more clarity on Emergency Medical Service (EMS) response and evolution; Chief Bostwick stated the City had an ambulance 40 years ago before Sartori (now MercyOne) started providing the service. MercyOne provides ambulance service in the City, and they are the primary paramedic service with Public Safety assisting; he stated there are two additional ambulances available for use at MercyOne in Waterloo; Director Olson stressed the teamwork between Cedar Falls EMS, MercyOne ambulance services, and the Care ambulance service and said MercyOne also provides paramedic services for outlying communities. Mayor Green requested consensus on a third party audit review. Councilmember Kruse requested a timeframe; Councilmember Harding stated the first step would be finding an entity; Mayor Green asked if Council's preference would be more or less time; Councilmember Kruse replied less time, and to consider budget; Councilmember Dunn stated first a consensus is required to do the review. Mayor Green requested consensus on a third party audit review – consensus reached; Mayor asked if it needed to be a referral for the third party audit or if this consensus was enough; City Attorney Rogers stated no referral is necessary.

There being no further discussion, Mayor Green adjourned the meeting at 6:57 p.m.

Minutes by Katie Terhune, Administrative Assistant

**OFFICE OF THE CITY ADMINISTRATOR**

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**TO:** Honorable Mayor Green and City Council Members

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

**DATE:** March 1, 2022

**SUBJECT:** Acting Public Safety Director

Public Safety Director Jeff Olson will be retiring on March 10, 2022. In his absence, according to City Ordinance, an Acting Public Safety Director must be named. In accordance with Section 2-920 of the City of Cedar Falls Code of Ordinances, I have appointed Craig Berte as the Acting Public Safety Director until such time as a permanent replacement can be named. He will assume the role of Acting Public Safety Director on March 10, 2022 at 5:00pm.



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Green and City Councilmembers  
**From:** Craig Berte, Acting Public Safety Services Director  
Mark Howard, Acting Chief of Police  
**Date:** March 14, 2021  
**Re:** Beer/Liquor License Applications

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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) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
- b) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.


**OFFICE OF THE CITY ADMINISTRATOR**

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

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**TO:** City Council Members  
**FROM:** Ronald S. Gaines, City Administrator  
**VIA:** Mayor Robert M. Green

**DATE:** March 11, 2022

**SUBJECT:** Acting Police Chief Designation and Appointment Recommendation

Public Safety Director Jeff Olson retired on March 10, 2022. To address this vacancy, I have appointed Police Chief Craig Berte as the Acting Public Safety Director in accordance with Section 2-920 of the Cedar Falls Code of Ordinances, which states:

“Whenever the director of public safety services is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the city administrator has not appointed a director of public safety services, the director of public safety services or city administrator shall appoint one of the division heads as the acting director of public safety services. This designee shall have and exercise all the powers and duties of the director.”

In the interest of public order and well-being, Mayor Green and I have determined that an Acting Police Chief should also be designated for the duration that Chief Berte is serving full-time as the Acting Public Safety Director. Section 2-949(a) provides that the Police Chief shall designate an Acting Chief for up to 30 days if the Police Chief is “temporarily unable to act for any reason”. In keeping with this authority, Acting Public Safety Director Berte has designated Captain Mark Howard as the Acting Police Chief.

The current timeline provides for a Public Safety Director nominee to be brought to the City Council for approval in June 2022. As this will surpass the 30-day designation authority of Section 2-949(a), I recommend and request that the City Council formally appoint Acting Police Chief Howard for 180 days of service as Acting Chief as outlined in Section 2-949(b).

Please contact me with any questions or concerns about this request.

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DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**  
 Information Systems Division

**TO:** Mayor Rob Green and City Council Members  
**FROM:** Julie Sorensen, Information Systems Manager  
**DATE:** March 14, 2022  
**SUBJECT:** Backup and Disaster Recovery Updates

The threat of cybersecurity attacks on government entities are growing at an increasing rate. With the current political climate it is even more important that we are doing all we can to keep the City’s data protected. One area we were encouraged to investigate from our cyber security insurance was to ensure our backup data was protected from ransomware and cyberattacks.

Although this was originally budgeted for Fiscal Year 2023 we will risk losing our cyber security insurance if this is not implemented by July 1 2022. Therefore, we have taken the time to look at multiple options. We’ve discussed options with other government entities and schools that use the different tools. Below you will see the different options investigated with quotes:

Vendor	3 year cost
Dell Cyber Recovery Vault	\$228,156 – hardware and 3 yr support
Veeam Solution – City staff managed	\$99,323.05 – hardware and 3 yr software subscription, this would fluctuate with the amount of data we send to back up quoted at 4 TB
Rubrik Solution – City staff managed	\$155,699.24 – hardware and 3 yr software subscription
IP Pathways – Veeam Solution DR as a managed service	\$134,989.10 – service only this will fluctuate with the amount of data we backup quoted at 10 TB and 7TB. (we calculated 4TB as \$93,401.68 to compare to the Veeam solution)

Based on the solutions, we recommend the IP Pathways. They are a known partner that provides our network engineering support. Their solution is unique in that it does not include investment in hardware like the others. We feel the cost for the services benefits us in other ways than a capital investment in hardware would. Their service not only protects our backup data from cyberattacks it allows us the ability to bring up a disaster recovery site and run our systems from an offsite location at any given time. The service also includes a once a year test to bring up the remote system as a proof of concept for our disaster recovery plan. IP Pathways provide management of our backups as well with this service.

I’ve included the Master Service Agreement/Contract; this has been reviewed by Kevin Rogers, city attorney.

If you have any questions or concerns regarding this purchase, please feel free to contact me at 268-5111.

Julie Sorensen  
 Manager of Information Systems



## MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (“Agreement”) made Tuesday, March 15, 2022 (the “Effective Date”) by and between IP Pathways, LLC, an Iowa limited liability company with its principal place of business at 3600 109<sup>th</sup> Street, Urbandale, Iowa 50322 (hereinafter referred as “IP Pathways”) and City of Cedar Falls, with its principal place of business at 220 Clay St., Cedar Falls, IA 50613 (hereinafter referred to as “Customer”). IP Pathways and Customer are also collectively referred to as Party or Parties.

In consideration of the mutual agreements and promises contained herein, the Parties agree as follows:

- A. **STATEMENT OF SERVICES.** IP Pathways provides services in the data center and managed services industry, providing high density cloud computing environments, interconnected advanced networks, and other such services as may be provided as identified in the IP Pathways **Statement of Services Schedule (“SOSS”)**. During the term of this Agreement IP Pathways will provide to Customer the services set out in the SOSS, pursuant to the terms and conditions of this Agreement, and in accordance with the IP Pathways’ then applicable policies and specifications (the “**Services**”). Each SOSS will state the commencement date by which the Services will be first provided (the “**Commencement Date**”), the Initial Term length and the Renewal Term length. Each SOSS will be considered a separate agreement which incorporates the terms and conditions of this Agreement and each SOSS, and any amendment to this Agreement or a SOSS must state that it is entered into pursuant to, and incorporates the terms and conditions of, this Agreement. Any reference to “Agreement” herein, shall be a reference to each separate SOSS, and the incorporated terms and conditions of this Master Service Agreement.
- B. **CONFLICT OF TERMS.** In the event the terms of any SOSS conflict with the terms of this Agreement, the terms of the SOSS shall control. Any capitalized terms not otherwise herein defined, shall have the meaning as provided in the SOSS.
- C. **TERM.** This Master Services Agreement shall be effective as of the Effective Date and continue in full force and effect for 1-year (“Initial Term”) unless earlier terminated. This Master Service Agreement shall automatically renew at the end of the Initial Term for successive one (1) year terms (the “Renewal Terms”), unless either party provides written notice ninety (90) days prior to the end of the Initial Term or any Renewal Terms (collectively referred to as the “Term”). This Master Services Agreement shall automatically renew subject to the same terms and conditions.
- D. **TERMINATION.** The Agreement may be terminated in any of the following ways: (i) Either party may terminate the Agreement in the event: (1) of the insolvency of the other party or the institution of any proceedings in bankruptcy or under any other insolvency law, or an arrangement with creditors, or a corporate reorganization, receivership or dissolution of the other party; or (2) on 30 days written notice to the other party (“Termination Notice”) if the other party materially breaches an obligation, or any representations or warranties; (ii) IP Pathways may terminate the Agreement on written notice to Customer in the event: (1) that Customer is in default of its payment obligations hereunder on two or more occasions in any six month period; and/or (2) that Customer is in breach of another Agreement with IP Pathways. IP Pathways may terminate this Agreement for convenience upon ninety (90) days’ prior written notice to Customer. Customer may terminate this Agreement for convenience upon one hundred eighty (180) days’ prior written notice to IP Pathways. As stated above, each SOSS is considered to be a separate Agreement, and as such the termination of one SOSS shall not necessarily effectuate a termination of all Agreements with the Customer. As stated above, each SOSS is entered into pursuant to, and incorporates the terms and conditions of this Agreement, and as such termination of this Agreement shall also terminate any SOSS that incorporates this Agreement.
- E. **FEES, BILLING, AND TAXES.** Customer will pay IP Pathways such fees as provided in the SOSS and all taxes, fees or assessments imposed on or required to be collected by IP Pathways by any governmental agency related to any of the activities contemplated hereunder. Charges for Setup Fees and Non-Recurring Charges as may be indicated in the SOSS, shall be due and payable on the Commencement Date. Other fees shall be paid as invoiced by IP Pathways monthly. Payments are due within thirty (30) days of the invoice date. Late payments accrue interest at the rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer, in good faith, disputes an invoice, Customer must timely pay undisputed amounts and simultaneously provide IP Pathways written details of the dispute. The parties will work diligently to resolve billing disputes. All amounts owed to IP Pathways shall be paid promptly following resolution, together with late-payment interest fees on any amounts found



to be accurate. With written notice, IP Pathways also reserves the right to pass through to Customer any increase in fees and charges by third parties due hereunder upon notice to Customer of any increases in tariffs, fees, or other amounts charged to IP Pathways in connection with the delivery of services provided under this Agreement as of the date such increases are effective.

- F. **SERVICE LEVEL AGREEMENTS.** IP Pathways, in good faith, will be the sole party to determine whether IP Pathways has not met any of the applicable terms of a Service Level Agreement (the “SLA”), as attached to this Agreement, based upon the agreed to Services. The SLAs define availability, performance and other requirements of the Service provisioning and delivery. Remedies for IP Pathways not meeting the requirements are also defined within the SLA. Customer must at all times cooperate with IP Pathways in testing, determining and verifying that a qualifying Services outage has occurred.
- G. **CONNECTIVITY SERVICES RIGHT TO MODIFY AND SERVICE UPGRADES.** IP Pathways reserves the right to modify its network and facilities used to provide the Services so long as the modifications do not materially reduce the Services as provided in an applicable SLA. IP Pathways reserves the right to replace Customer’s SLA with an equivalent or upgraded terms of the SLA at any time during the Term. IP Pathways shall use reasonable efforts to notify Customer of any planned changes to IP Pathways’ network or facilities that may adversely affect the Services provided hereunder.
- H. **CUSTOMER OBLIGATIONS.**
- i. Customer will maintain facilities and procedures external to the Services for reconstruction of lost or altered files, data or programs. Customer understands that IP Pathways will make commercially reasonable efforts to provision Services. However, Customer understands that if additional Services are ordered, the ability of IP Pathways to provision that service augmentation is dependent upon available capacity of IP Pathways’ business and staffing. IP Pathways reserves the right to refuse provisioning of service elements that are not in accordance with accepted practices. Customer will not hold IP Pathways liable for any resulting damage or loss due to inability to provide such additional Services described herein.
  - ii. It shall be Customer’s responsibility to ensure that all devices owned by Customer, and as may be used in conjunction with the Services, are able to connect to IP Pathways’ equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.
- I. **REPRESENTATIONS AND WARRANTIES.**
- i. Customer Warranties. Customer represents and warrants to IP Pathways, as applicable depending on the agreed to Services: (a) that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the Term, to place and use any Customer equipment; (b) that Customer’s services, products, materials and any Customer equipment (collectively, “Customer’s Business”) do not and will not operate in any manner that would violate any applicable law or regulation, and comply with all requirements provided for in the Agreement, (c) that Customer will not make unauthorized use of any trade secrets or confidential or proprietary information of IP Pathways or a third party, (d) that it will comply at all times with all applicable laws, regulations and ordinances relating to Customer’s use of the Services.
  - ii. IP Pathways Warranties. IP Pathways represents and warrants that: (a) it will perform all Services in a professional manner, using qualified personnel, and in accordance with the terms of this Agreement, the applicable SOSS and all applicable industry standards; (b) that in performing the Services, IP Pathways will not make unauthorized use of any trade secrets or confidential or proprietary information of a third party; (c) that IP Pathways shall have all right, title, ownership, marketing and other rights required to furnish all Services under this Agreement; and (d) it will comply with all applicable laws, rules, and regulations regarding the provision of the Services.
  - iii. DISCLAIMERS BY IP PATHWAYS. THE SERVICES, IP PATHWAYS’ SPACE, AND/OR THE IP PATHWAYS-PROVIDED EQUIPMENT, ARE PROVIDED “AS IS” AND IP PATHWAYS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY



WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IP PATHWAYS DOES NOT WARRANT THAT THE SERVICES, IP PATHWAYS' SPACE, AND/OR THE IP PATHWAYS-PROVIDED EQUIPMENT WILL BE AVAILABLE UNINTERRUPTED, ERROR-FREE OR IN A COMPLETELY SECURE BASIS. IT IS INTENDED THAT THE FEES AND CHARGES PAYABLE BY CUSTOMER HEREUNDER SHALL BE A NET RETURN TO IP PATHWAYS, FREE OF EXPENSE, CHARGE, OFFSET, DIMINUTION OR OTHER DEDUCTION WHATSOEVER (EXCEPTING FEDERAL AND STATE INCOME TAXES OF GENERAL APPLICATION AND THOSE EXPENSES WHICH THIS AGREEMENT EXPRESSLY MAKES THE RESPONSIBILITY OF IP PATHWAYS). CUSTOMER HEREBY WAIVES ALL RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE TO MAKE REPAIRS TO IP PATHWAYS' SPACE AS PROVIDED PURSUANT TO THE SERVICES, AT IP PATHWAYS' EXPENSE.

**J. LIMITATION OF LIABILITY.**

- i. IP Pathways Liability. Customer agrees, to the extent not prohibited by law, that IP Pathways shall not be liable for any claim involving, concerning or related to the loss or destruction of Customer data or any portion thereof or for any damage either to person or property sustained by Customer or by other persons due to the Services and/or IP Pathways' Space or any part thereof becoming out of repair or due to the happening of any accident or event in or about the IP Pathways' Space or due to the act or neglect of any occupant of the IP Pathways' Space or of any other person, including, but not limited to damage caused by gas, electricity, power outage, snow, frost, steam, sewage, sewer gas or odors, fire, water or the bursting or leaking of pipes, faucets, sprinklers and plumbing fixtures (collectively, "excluded liability"), unless such excluded liability arose as the result of IP Pathways' intentional misconduct or gross negligence.
- ii. Limitation. IN NO EVENT WILL IP PATHWAYS BE LIABLE TO CUSTOMER, ANY EMPLOYEE, AGENT OR CONTRACTOR OF CUSTOMER, OR ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING IN RELATION TO IP PATHWAYS' SPACE, THE EQUIPMENT, THE SERVICES, CUSTOMER'S BUSINESS OR OTHERWISE, WHICH CLAIMS INVOLVE INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IP PATHWAYS' MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO OR ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO IP PATHWAYS PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

- K. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless IP Pathways from and against any and all claims, demands, actions, damages, liability, judgments, expenses and costs (including but not limited to reasonable attorneys' fees) arising from (i) Customer's use of IP Pathways' Space, the Customer Equipment, the IP Pathways-Provided Equipment or the Services, (ii) Customer's Business, (iii) claims relating to such violations of IP Pathways' Rules and Policies as may be amended from time to time, including but not limited to, (a) infringement or misappropriation of intellectual property rights, defamation, libel, slander, obscenity, pornography, or violation of rights of privacy or publicity, or (b) spamming, or any other offensive, harassing or illegal conduct, (iv) any breach by Customer of any warrant or obligation hereunder, (v) any injury to or death of any person or damage to any property occurring upon the IP Pathways' Space and/or the building or the land of which the IP Pathways' Space are a part, arising out of (or in connection with), or claimed to arise out of (or in connection with) Customer's use of the IP Pathways' Space, the Customer Equipment, the IP Pathways-Provided Equipment or the Services, or (vi) any action or inaction on the part of Customer that causes IP Pathways to be in breach of any agreement with the IP Pathways lessor, or (vii) the violation of any law or regulation by Customer.

Notwithstanding anything to the contrary in this Agreement or in any SOSS agreement, the Customer is not in any way liable for, nor shall it have any duty to hold harmless or indemnify for, claims, demands, losses, expenses or damages caused by the acts, errors or omissions of any person or entity other than Customer's employees, officers or authorized agents.

- L. CONFIDENTIALITY.** Each party acknowledges that, in the course of the performance of this Agreement, it may have access to information claimed to be confidential by the other party ("Confidential Information"). IP Pathways may disclose or permit disclosure of any Confidential Information of the Customer to its employees, agents, legal counsel,



accountants, or any of its affiliates and authorized representatives for the purposes of providing Services pursuant to this Agreement. Confidential Information does not include information which (a) is now, or hereafter becomes, publicly available through lawful means; (b) was already in Receiving Party's possession, as evidenced by Receiving Party's records; (c) is rightfully disclosed to the Receiving Party by a third party; and (d) is independently developed by the Receiving Party without any breach of this Agreement. Except as otherwise provided, each party agrees to maintain the confidentiality of the Confidential Information and use it only to the extent necessitated by this Agreement. The Parties shall not disclose or permit disclosure of any Confidential Information of the other party to third parties, including, but not limited to, the public, except as required by law. Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of a similar nature, which shall be no less than reasonable care. Upon request of either party or on termination or expiration of this Agreement, each party shall return the other's Confidential Information then in its possession. As may be necessary for safety and regulations, IP Pathways may disclose to its lessor Confidential Information related to Customer's use of the IP Pathways' Space, provided IP Pathways' lessor agrees to protect the Confidential Information on terms consistent with the terms of this Section. The terms contained in this Section shall survive termination of this Agreement.

- M. **NON-SOLICITATION.** Customer shall not at any time during the term of this Agreement, or during the one (1) year period following the last Services provided by IP Pathways pursuant to this Agreement (the "Restricted Period"), directly or indirectly, by, through, for or on behalf of Customer, or by, through, for or on behalf of others: (i) solicit for employment, retain or employ any past or present employee of IP Pathways, or (ii) request, induce, counsel or advise any employee of IP Pathways to leave the employ, or cease affiliation with, IP Pathways. Customer acknowledges and agrees that IP Pathways has committed and will continue to commit substantial time, personnel and resources to the fulfillment of IP Pathways' obligations under this Agreement. Customer further acknowledges and agrees that any breach, attempted breach or repudiation by Customer of the restrictive covenants set forth in this Section would produce irreparable harm and injury to IP Pathways, and it would be difficult, if not impossible, to compute IP Pathway's actual damages resulting therefrom.
- N. **IP ADDRESS OWNERSHIP.** IP Pathways shall maintain and control ownership of all IP numbers and addresses that may be assigned to Customer by IP Pathways and IP Pathways reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.
- O. **INTELLECTUAL PROPERTY.** Customer acknowledges that, but for third party software that is provided with the Services and such third-party licensors provide rights to the Customer, all right, title and interest in any and all technology, including the software that is part of or provided with the Services and any trademarks or service marks of IP Pathways (collectively, "IP Pathways Intellectual Property") is vested in IP Pathways and/or in IP Pathways' licensors. Unless otherwise specifically provided in this Agreement, Customer may not copy, modify or translate, or decompile, disassemble or reverse engineer, or use other than in connection with the Services and as permitted by this Agreement, or grant any other person or entity the right to, or distribute, the IP Pathways Intellectual Property or related documentation.
- P. **INSURANCE.** Customer shall maintain in force, at its expense, with a reputable insurance company during the Term of this Agreement, appropriate insurance policies to cover potential losses or liability under this Agreement, including but not limited to coverage for all Customer Equipment, Commercial General Liability Insurance, and Public Liability Insurance.
- Q. **INJUNCTIVE RELIEF; CUMULATIVE REMEDIES.** Customer acknowledges and agrees that any breach, attempted breach or repudiation by Customer of the restrictive covenants set forth in Sections L, M and O of this Agreement would produce irreparable harm and injury to IP Pathways, and it would be difficult, if not impossible, to compute IP Pathway's actual damages resulting therefrom. Customer further acknowledges and agrees that no adequate remedy exists at law for the breach, attempted breach or repudiation by Customer of the restrictive covenants set forth in Sections L, M and O of this Agreement. Customer therefore consents to the equity jurisdiction of the courts of the State of Iowa and acknowledges and agrees that an injunction is an appropriate and necessary remedy to prevent the breach, attempted breach or repudiation of such covenants. Customer expressly waives and agrees to be estopped from asserting that any hardship, inconvenience or inequity will be suffered by Customer by submission to the equitable jurisdiction of the courts of the State of Iowa or by the issuance of such injunctive relief. The provisions set forth in this Section and the remedial provisions set forth



elsewhere in this Agreement, are cumulative and shall not prevent or prohibit any party hereto from exercising any other rights or remedies available under this Agreement, at law or in equity.

- R. **NON-ASSIGNABILITY, DELEGATION.** The rights and duties of Customer and IP Pathways cannot be assigned by either party, without the advance written consent of the other party, which consent shall not be unreasonably withheld. However, in its sole discretion, IP Pathways may delegate all, or any portion thereof, of the Services to a third party.
- S. **AMENDMENT.** This Agreement may not be amended, altered or modified except by written agreement between the parties.
- T. **GOVERNING LAW.** This Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity and performance, shall be governed by the substantive laws of the state of Iowa, without reference to conflict of law principles. Unless this Agreement expressly states that a remedy is exclusive, no remedy is intended to be exclusive.
- U. **FORCE MAJEURE.** Neither party shall be liable to the extent and for the duration of the delay for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, acts of terrorists, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the party.
- V. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, permitted assigns and personal representatives. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
- W. **SEVERABILITY.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- X. **WAIVER.** The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.
- Y. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties, including but not limited to customers and clients of any Customer.
- Z. **RELATIONSHIP OF THE PARTIES.** The parties intend that an independent contractor relationship be created by this Agreement. Subject to the confidentiality provisions contained in this Agreement, IP Pathways shall be free to contract for similar services to be performed for other customers while under contract with Customer. IP Pathways and its agents and employees are not to be considered an agent or employee of Customer for any purpose.
- AA. **SURVIVAL.** The rights and obligations of the parties in this Agreement that would by their nature or context be intended to survive the expiration or termination of this Agreement shall so survive.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**Customer:** City of Cedar Falls

**By:** Rob Green, Mayor

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

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

**Address:** 220 Clay St., Cedar Falls, IA 50613

**e.** Rob.green@cedarfalls.com

**p.** 319.273.8600

**IP Pathways, LLC**

**By:**

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

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

**e.**

**p.** 515.422.9300



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** March 9, 2022  
**SUBJECT:** HOME Investment Partnership Program Consortium Cooperation Agreement

In 1998, the City of Cedar Falls and the City of Waterloo entered into its first HOME Investment Partnership Program Consortium Cooperation Agreement. This agreement has been jointly extended for subsequent three-year terms since 2001. The HOME Program Agreement basically allows Cedar Falls and Waterloo to exist as a “cooperative consortium” to receive additional funding through the U.S. Department of Housing and Urban Development (HUD) for which we would otherwise be ineligible to receive.

In order to continue receiving HUD funding, Cedar Falls and Waterloo must renew the Home Consortium Cooperation Agreement for the period of July 1, 2022 to June 30, 2025. It would cover three federal program years: 2022, 2023, 2024. The HOME Investment Partnership Program Consortium Cooperation Agreement is a HUD drafted contract that outlines applicable federal citations and regulations.

The City of Cedar Falls anticipates receiving approximately \$95,000 annually for housing-related activities for the term of the agreement. By HUD regulations, 10% of the total award is allocated to the City of Waterloo as the lead entity for many of the administrative purposes of the grant and 15% is allocated to a locally identified non-profit Community Housing Development Organization (CHDO). In Federal year 2021, the consortium award was \$491,817. From year to year, this amount may vary. HUD also publishes the split of funds to the partners in our consortium: 71% (Waterloo) and 29% (Cedar Falls). Therefore, after deducting the administrative and CHDO allocations, Cedar Falls’ funding was \$102,222 in program year 2021. Appendix A in the Agreement outlines how to apply the percentage split annually (using Federal 2018 allocations) to help determine the funding split from year to year.

Cedar Falls originally utilized its HOME funds to purchase lots for donation to Habitat for Humanity. Infrastructure site improvements are also eligible expenses to the purchased

lots. To date, 21 infill residential lots have been purchased in Cedar Falls through the HOME Program. Twenty-two homes, which include two townhomes, have been constructed on those lots by Habitat for Humanity. Because infill lots are now scarce, the City has been utilizing funds toward rehabilitation grants for low to moderate income households similar to our CDBG program over the past six years. In February 2021, we expanded our CHDO agreement with Habitat in an effort to provide HOME funds under a simpler conduit for Habitat projects. Due to HOME requirements, we have continued to experience challenges in moving projects ahead, but continue to work on this with Habitat and the City of Waterloo.

The HOME Consortium has been an effective partnership with the City of Waterloo and has allowed Cedar Falls to tap into otherwise unobtainable HUD funding.

The Department of Community Development recommends the City Council adopt a resolution approving and authorizing execution of a continued HOME Investment Partnership Program Consortium Cooperation Agreement with the City of Waterloo.

Please contact me with any questions. Thank you.

**HOME INVESTMENT PARTNERSHIP PROGRAM  
CONSORTIUM COOPERATION AGREEMENT  
FEDERAL FISCAL YEARS 2022, 2023 AND 2024  
(October 1, 2022 to September 30, 2025)**

City Program Years  
(July 1, 2022 to June 30, 2025)

THIS CONSORTIUM COOPERATION AGREEMENT is entered into by and between the City of Cedar Falls, a Municipal Corporation in Black Hawk County, Iowa (sometimes hereinafter referred to as the "City") and the City of Waterloo, a Municipal Corporation in Black Hawk County, Iowa (hereinafter referred to as the "Lead Entity") for the purpose of continuing a HOME Consortium pursuant to the HOME Investment Partnerships Act (hereinafter referred to as the "HOME Program"); Title II of the Cranston-Gonzales National Affordable Housing Act, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter referred to as the "Act").

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government is considered a unit of general local government for purposes of the Home Investment Partnerships Program if the Secretary of the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") determines that the consortium has sufficient authority and administrative capability to carry out the purposes of the Act on behalf of its member jurisdictions and will direct its activities to the alleviation of housing problems within States; and,

WHEREAS, in accordance with Section 217(b)(3) of the Act, HUD will include, as jurisdictions eligible to receive allocations of HOME funds by formula, approved consortia of units of general local government; and,

WHEREAS, the City of Cedar Falls, Iowa, and the City of Waterloo, Iowa, desire to enter into a HOME Program Consortium Agreement for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low and moderate-income residents.

NOW, THEREFORE, in consideration of these mutual covenants, the City of Cedar Falls, Iowa, and the City of Waterloo, Iowa do hereby agree as follows:

**SECTION 1. DEFINITIONS-ABBREVIATIONS**

- 1.1 "City" shall mean - the City of Cedar Falls, an Iowa Municipal Corporation.
- 1.2 "Lead Entity" shall mean - the City of Waterloo, an Iowa Municipal Corporation.
- 1.3 "HUD" shall mean - the U.S. Department of Housing and Urban Development.
- 1.4 "Act" shall mean - the Cranston-Gonzales National Affordable Housing Act, as amended

(42 U.S.C. 12701 *et seq.*).

- 1.5 "HOME Program" shall mean - the program conducted under the provision of the Cranston-Gonzales National Affordable Housing Act, Title II, Subtitle A - HOME Investment Partnerships Program (P.L. 101-625) and the Code of Federal Regulations (24 CFR Part 92).
- 1.6 "HOME Funds" shall mean - HOME Program Entitlement Grant Funds awarded by the Secretary of HUD to the Consortium in accordance with the allocation formula prescribed by HUD.
- 1.7 "Consortium" or "HOME Consortium" shall mean - a consortium of geographically contiguous units of general local government, which HUD treats as a single unit of local government under the HOME Program, formed for the purpose of furthering the objectives of the HOME Program. Under this Agreement, the cities of Cedar Falls and Waterloo comprise the HOME Consortium.
- 1.8 "Housing Unit or Units" shall mean - decent, safe, sanitary and affordable housing developed or assisted with HOME Funds pursuant to this Agreement.
- 1.9 "Qualification Period" shall mean - the Federal Fiscal Years for which the HOME Consortium is to qualify to receive allocations as a participating jurisdiction in the HOME Program.

## **SECTION 2. RESPONSIBILITIES OF THE PARTIES**

- 2.1 Pursuant to this Agreement, the City and the Lead Entity agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.
- 2.2 The Lead Entity shall act in a representative capacity for all member units of general local government, or the Consortium members, for the purposes of the HOME Program.
- 2.3 The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Submission of Community Planning and Development Programs ("Consolidated Plan") in accordance with HUD regulation in 24 CFR Parts 91 and 92.
- 2.3.1 This Agreement does not contain a provision for veto or other restriction that would allow any member unit of local government to obstruct the implementation of the Consortium's approved Consolidated Plan.
- 2.3.2 The 5- Year Consolidated Plan document shall be prepared by Lead Entity in collaboration with staff from City. If a consulting firm is hired to prepare said document, Lead Entity and City will come to a mutually acceptable agreement to split the cost of the consulting firm.

- 2.3.3 Lead Entity and City agree that necessary adjustments to the Consolidated Plan development process will be made when necessary as required by the United States Department of Housing and Urban Development, including, but not limited to, any Consolidated Plan process.
- 2.3.4 The Lead Entity shall initiate the 5-Year Consolidated Plan and Annual Action Plans in IDIS for Lead Entity and City, and submit to HUD on IDIS. Annual reporting (CAPER) will be completed by each entity separately in IDIS.
- 2.4 The Lead Entity and/or City if necessary, shall secure from the State of Iowa a written certification that the Consortium will direct its activities to the alleviation of housing problems within the State of Iowa.
- 2.5 The Lead Entity shall submit to HUD the required HOME Consortia qualification documents including required certifications and a fully executed Consortium Cooperation Agreement.
- 2.6 The Lead Entity and the City shall act affirmatively to further fair housing by:
- 2.6.1 Employing affirmative marketing procedures in the advertising and marketing of Housing Units, and
- 2.6.2 Conforming to the non-discrimination provisions hereinafter set forth.
- 2.7 Lead Entity, after approval by City, is hereby authorized to amend this Consortium Agreement, on behalf of the Consortium, for the purpose of adding new members to the Consortium.
- 2.7.1 Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively with written consent of the Consortium staff.
- 2.7.2 This Agreement may be amended for purposes other than those described in 2.7 and 2.7.1 above by written Agreement of the Lead Entity and City.
- 2.8 Lead Entity and City each shall be solely responsible for such individual financial and/or legal responsibilities which may arise from participation as a member of this Consortium.
- 2.9 Lead Entity and City each shall be solely responsible for the administration of their respective HOME Programs including:

- 2.9.1 The development of Housing Units within their respective jurisdictions, and the use of any public or private funds or loans, or other means of financial assistance.
- 2.9.2 Additionally, any real or personal property acquired pursuant to this Agreement shall be acquired and maintained in the name of the individual Consortium member performing the acquisition.
- 2.9.3 Members will abide by their own local codes and standards but acknowledge that in federally funded projects, they are subject to the regulations for addressing lead-paint hazards.
- 2.10 Match obligations will be met for City by using carryover match funds reported by Lead Entity and reported at the end of the fiscal year. If City completes a project with contributing match it may be reported to the Lead Entity during the request for reimbursement.
- 2.11 Program Income generated by Lead Entity or City with HOME funds will be accounted for in IDIS reporting and used for eligible activities by each agency separately.
- 2.12 It is the City's responsibility to assure compliance with all HOME requirements during project implementation and the affordability period. The Lead Entity has the right to monitor projects compliance. City will submit to Lead Entity the Environmental Review (ER) for each HOME project, and Lead Entity will approve the ER, before said project begins by City.
- 2.13 City and Lead Entity will follow the regulations of the HOME Final Rule of 2013.

### **SECTION 3. PROVISIONS OF THE AGREEMENT**

- 3.1 Lead Entity and City agree that the Consortium start date shall be July 1, 2022, and that they, and any new members added to this Consortium, pursuant to Section 2.7 above, shall establish July 1 through June 30 as their respective fiscal year for the following Federal programs: 1) the Community Development Block Grant under Title I of the Housing and Community Development Act of 1974, as amended (PL 93-383), 2) the Home Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, (PL 101-625), 3) the Emergency Shelter Grant Program under Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act of 1988, as amended (PL 100-628), and 4) the Housing Opportunities for Persons With Aids Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as Amended, (PL 101-625), as applicable.
- 3.2 Though this Agreement may be amended, no Consortium member, including any new member added pursuant to Section 2.7 above, may withdraw from this Agreement while it remains in effect. A member desiring to terminate the Agreement and its participation

in the Waterloo HOME Consortium may do so by giving no less than 6 months prior written notice. The notice must be sent to the Lead Entity at the addresses appearing on the signature page and the notice must specify the effective date of the termination. The Agreement will terminate on the effective date specified in the notice.

3.3 For the Lead Entity and City, this Agreement is made and entered into pursuant to:

3.3.1 Iowa Code, Chapter 364 (2015), entitled "Powers and Duties of Cities".

3.4 The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of Federal or other laws or local ordinances because of race, color, handicap, familial status, sex, age, political or religious opinions, affiliations or national origin.

#### **SECTION 4. DISTRIBUTION OF HOME FUNDS**

4.1 Lead Entity shall be the recipient of each annual allocation of HOME Funds awarded to the Consortium by HUD and shall secure such funds in a manner prescribed by HUD.

4.2 For each annual allocation of HOME Funds, funds will be disbursed as follows:

4.2.1 10% of the entire annual HOME allocation will go to Lead Entity for allowable administration/planning costs of the HOME Program.

4.2.2 The annual HOME allocation will be allocated 72% to Lead Entity and 28% to City unless an alternate mutually agreeable allocation formula is approved by Lead Entity and City. Formula breakdown is based on HUD FY18 HOME Consortium Share Report.

4.2.3 15% of each annual HOME allocation after 72/28 split goes to local Community Housing Development Organization(s) (CHDO). The CHDO may use each allocation in the corresponding jurisdiction. If the CHDO is unable to use the City's allocation in City's jurisdiction it may be used in the Lead Entity's jurisdiction. The Lead Entity will oversee the CHDO requirements. Please see Appendix A for a sample breakdown of funding.

4.2.4 The allocation formula listed in 4.2.2 will be revised should additional members be added to the HOME Consortium. The revised allocation formula must be approved by Lead Entity and City before any additional members may be added.

4.2.5 City may not expend HOME Funds for any administrative or planning expenses.

4.2.6 HOME Funds shall be allocated to City through correspondence when Lead Entity receives Authority to Use Grant Funds from HUD.

4.3 Some members existing programs may need to be modified if carried out with HOME funds, but the Consortium Activities do not impact CDBG-funded programs.

## **SECTION 5. TERM OF THE AGREEMENT/QUALIFICATION PERIOD**

5.1 This Agreement shall be in full force and effect for a period of three years beginning on October 1, 2022, and ending September 30, 2025, said period comprising the Qualification Period, or until such time the HOME Funds are closed out as specified in Section 5.3, below. City program years are July 1, 2022 to June 30, 2025.

By the date specified in HUD's consortia designation notices, the consortium lead entity will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods.

The consortium will adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and to submit the amendment to HUD as specified in the Consortia Qualification Notice for that period, and that failure to comply will void the automatic renewal of the consortia agreement.

5.2 The Federal fiscal years of this Agreement shall include FY 2022, 2023, and 2024.

5.3 Notwithstanding the above, this Agreement shall remain in effect until the HOME Funds from each of the Federal Fiscal Years of the Qualification Period are closed out pursuant to 24 CFR 92.507.

## **SECTION 6. AUTHORIZED REPRESENTATIVES**

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement, and for the period of any applicable statute of limitations thereafter, the following named individuals or their successors shall be authorized representatives of the parties:

- (1) Quentin Hart, Mayor  
City of Waterloo  
715 Mulberry Street  
Waterloo, Iowa 50703

- (2) Robert M. Green, Mayor  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

With copies to:

- (3) Rudy D. Jones  
Community Development Director  
620 Mulberry Street  
Waterloo, Iowa 50703

and

- (4) Stephanie Sheetz  
Director of Community Development  
220 Clay Street  
Cedar Falls, Iowa 50613

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

ATTEST:

CITY OF WATERLOO:

\_\_\_\_\_  
City Clerk  
City of Waterloo, Iowa

\_\_\_\_\_  
Quentin Hart, Mayor  
City of Waterloo, Iowa

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

CITY OF CEDAR FALLS

\_\_\_\_\_  
City Clerk  
City of Cedar Falls, Iowa

\_\_\_\_\_  
Robert M. Green, Mayor  
City of Cedar Falls, Iowa

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Appendix A

Sample  
Annual HOME Allocation \$453,196.00

Waterloo Allocation 72%

Cedar Falls Allocation 28%

## Administration Fee Calculation

\$453,196.00		\$453,196.00	
X .72	Allocation %	X .28	Allocation %
\$326,301.00		\$126,895.00	
X .10	minus 10% Admin to Lead Entity	X .10	minus 10% Admin to Lead Entity
<u>\$32,630.00</u>		<u>\$12,689.00</u>	

\$32,630.00  
\$12,689.00

Total Admin to Lead Entity = \$45,319.00

## CHDO Allocation Calculation

\$453,196.00		\$453,196.00	
X .72	Allocation %	X .28	Allocation %
\$326,301.00		\$126,895.00	
X .15	Min. CHDO Allocation	X .15	Min. CHDO Allocation
<u>\$48,945.00</u>		<u>\$19,034.00</u>	

\$48,945.00 - Must be used in Lead Entity's jurisdiction  
\$19,034.00 - May be used in City's jurisdiction. If no project is feasible funds may be used in Lead Entity's jurisdiction.

Total CHDO allocation = \$67,979.00

## Net Allocations

\$326,301.00	72% Allocation	\$126,895.00	28% Allocation
- \$32,630.00	Admin	- \$12,689.00	Admin
- <u>\$48,945.00</u>	CHDO	- <u>\$19,034.00</u>	CHDO
 <u><b>\$244,726.00</b></u>		 <u><b>\$95,172.00</b></u>	
Lead Entity		City	



DEPARTMENT OF PUBLIC WORKS

**MEMORANDUM**

ADMINISTRATION DIVISION  
2200 TECHNOLOGY PKWY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

OPERATIONS AND  
MAINTENANCE DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

**TO:** Mayor Rob Green and City Council  
**FROM:** Brian Heath, Operations and Maintenance Division Mgr.  
**DATE:** March 10, 2022  
**SUBJECT:** Private Ash Tree Removal Program

With the rapid decline of ash trees and the hazard associated with the brittle trees, a concerted effort between Community Services and Public Works is underway to mitigate this situation on private properties. Staff has been busy requesting information from qualified tree contractors to assist with this effort. Three (3) local contractors have presented the proper credentials and are ready to enter into a Service Agreement with the City.

Following is a list of those contractors;

- Twin Cities Tree Service
- Wapsi Pines/Affordable Tree Service
- Owens Property Service

This process will undoubtedly take time and adjustments will likely need to be made along the way. The intent is to approve the Service Agreement for all three contractors and have them available to provide removal services according to the plan developed by City staff.

Therefore, Public Works and Community Services is recommending entering into an agreement with each of these contractors for the purpose of private ash tree removal according to established ordinances. And, to authorize the Operations & Maintenance Division Manager to approve individual property (tree) quotes submitted by the contractors.

Please feel free to contact me if you have questions or comments.

**CC:** Chase Schrage, Public Works Director  
Stephanie Houk Sheetz, Community Services Director

Att.

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE/PRODUCT AGREEMENTS

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

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

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

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

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

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

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

2.0. Compensation

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

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

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 31, 2025 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

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

10.0. Insurance.

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

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

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

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0. Notices.

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

City: \_\_\_\_\_  
Name: Brian Heath  
Title: Operations & Maintenance Div. Mgr.  
Address: 2200 Technology Pkwy.  
Cedar Falls, IA 50613  
Telephone: 319 273 8629  
Email: Brian.heath@cedarfalls.com

Contractor:  
Name: Owens property service  
Title: (manager) Brian Owens  
Address: 10121 Winslow Rd  
Janesville, IA, 50647  
Telephone: 319-230-1962  
Email: Brian Owens 40@gmail.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR  
(Name of Contractor) Brian Owens (manager)

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

Its: \_\_\_\_\_

Date: 3-6-22

CITY OF CEDAR FALLS, IOWA

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

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

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

CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE PRODUCTS AGREEMENT

EXHIBIT A

Scope of Services

The Contractor shall furnish all equipment and labor to perform the removal operations in accordance with the proposal requirements.

Upon notification from the City and upon being provided a location of requested tree removal, the Contractor shall respond within a reasonable time, (4-5 working days) with an estimate of cost for felling, removal and cleanup of all portions of the tree(s) with the exception of the stump(s).

All tree work shall include removal of all portions of the tree. Branches, leaves, twigs, sawdust, wood chips and large wood. Trunk shall be cut to within six (6) inches of the ground.

Cost estimate shall include complete removal of the tree, removal and replacement of any obstacle such as fences and landscape amenities; cost of extra equipment/staff needed to perform the removal as safely and efficiently as possible.

Contractor shall be responsible to repair any damage to paved surfaces, structures, or turf incurred by felled trees and/or equipment as a result of removal operations on both private and public property.

Once an estimate is provided and accepted by the City, the Contractor will provide a work schedule outlining when work will commence.

Removals will be expected to be completed in a timely manner. Once the property is accessed and tree removal commences, the Contractor shall work diligently to complete the removal as timely as possible based on conditions.

Woody material directly, or indirectly, related to this project will be allowed to be deposited at the Cedar Falls Compost Facility at no charge. Contractors are encouraged to find alternate means of managing trunk wood when possible.

Hours of work will be left to the discretion of the Contractor. However, no work will begin before 7:00 a.m. and will conclude no later than 5:00 p.m. each day. No work shall be performed on weekends or holidays.

Tree debris shall not be left obstructing sidewalks or streets unless appropriately barricaded. All streets and sidewalks must be open at the end of each work day.

The Contractor is responsible for providing proper traffic and pedestrian control at each location as needed. Traffic control shall be placed according to the MUTCD if residential street closure is required.

All work shall be performed to the satisfaction of the City's operations & maintenance division manager or his designee

CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE PRODUCTS AGREEMENT

EXHIBIT B

Payment for Services

Upon completion of the work and submission of documentation, and upon inspection and acceptance by the City, an invoice for services based on the Contractor's estimate shall be mailed or directly delivered to the Cedar Falls Public Works Department, 2200 Technology Parkway Cedar Falls, Iowa 50613

Upon receipt of invoice the City shall have thirty (30) days to make payment as described in Section 2.0.Compensation

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**Exhibit C**

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**Private Ash Tree Removal  
Cedar Falls, Iowa**

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03-27-2019

**INSURANCE REQUIREMENTS FOR  
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

**Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000 ✓
Products-Completed Operations Aggregate Limit	\$2,000,000 ✓
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** — \$3,000,000 —

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(For use when including the City as an Additional Insured)**

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

### **CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CITY OF CEDAR FALLS, IOWA  
 GENERAL TERMS AND CONDITIONS  
 SERVICE/PRODUCT AGREEMENTS

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

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

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

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

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

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

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

2.0. Compensation

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

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

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

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

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

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

### 3.0. Taxes.

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

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

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

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

### 5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 31, 2025 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

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

10.0. Insurance.

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

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

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

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0. Notices.

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

City:

Name: Brian Heath

Title: Operations & Maintenance Div. Mgr.

Address: 2200 Technology Pkwy.  
Cedar Falls, IA 50613

Telephone: 319 273 8629

Email: Brian.heath@cedarfalls.com

Contractor: Brad Thomas

Name: Twin City Tree Service, LLC

Title: owner

Address: 751 West Donald st  
Waterloo, Ia. 50703

Telephone: 319-233-2033

Email: twinacitytreeserviceinc@gmail.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below

CONTRACTOR

(Name of Contractor) Twin city tree service, llc

By: Brad Thomas

Its: owner

Date: 03-08-2022

CITY OF CEDAR FALLS, IOWA

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

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

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

CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE PRODUCTS AGREEMENT

EXHIBIT A

Scope of Services

The Contractor shall furnish all equipment and labor to perform the removal operations in accordance with the proposal requirements.

Upon notification from the City and upon being provided a location of requested tree removal, the Contractor shall respond within a reasonable time, (4-5 working days) with an estimate of cost for felling, removal and cleanup of all portions of the tree(s) with the exception of the stump(s).

All tree work shall include removal of all portions of the tree. Branches, leaves, twigs, sawdust, wood chips and large wood. Trunk shall be cut to within six (6) inches of the ground.

Cost estimate shall include complete removal of the tree, removal and replacement of any obstacle such as fences and landscape amenities; cost of extra equipment/staff needed to perform the removal as safely and efficiently as possible.

Contractor shall be responsible to repair any damage to paved surfaces, structures, or turf incurred by felled trees and/or equipment as a result of removal operations on both private and public property.

Once an estimate is provided and accepted by the City, the Contractor will provide a work schedule outlining when work will commence.

Removals will be expected to be completed in a timely manner. Once the property is accessed and tree removal commences, the Contractor shall work diligently to complete the removal as timely as possible based on conditions.

Woody material directly, or indirectly, related to this project will be allowed to be deposited at the Cedar Falls Compost Facility at no charge. Contractors are encouraged to find alternate means of managing trunk wood when possible.

Hours of work will be left to the discretion of the Contractor. However, no work will begin before 7:00 a.m. and will conclude no later than 5:00 p.m. each day. No work shall be performed on weekends or holidays.

Tree debris shall not be left obstructing sidewalks or streets unless appropriately barricaded. All streets and sidewalks must be open at the end of each work day.

The Contractor is responsible for providing proper traffic and pedestrian control at each location as needed. Traffic control shall be placed according to the MUTCD if residential street closure is required.

All work shall be performed to the satisfaction of the City's operations & maintenance division manager or his designee

CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE PRODUCTS AGREEMENT

EXHIBIT B

Payment for Services

Upon completion of the work and submission of documentation, and upon inspection and acceptance by the City, an invoice for services based on the Contractor's estimate shall be mailed or directly delivered to the Cedar Falls Public Works Department, 2200 Technology Parkway Cedar Falls, Iowa 50613

Upon receipt of invoice the City shall have thirty (30) days to make payment as described in Section 2.0.Compensation

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**Exhibit C**

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**Private Ash Tree Removal  
Cedar Falls, Iowa**

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03-27-2019

**INSURANCE REQUIREMENTS FOR  
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.
12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

**Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(For use when including the City as an Additional Insured)**

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

### **CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Hood & Phalen Insurance, Inc. 1425 W 5th St Suite 4 Waterloo IA 50702	<b>CONTACT NAME:</b> ED HOOD <b>PHONE:</b> 319-239-9035 <b>FAX:</b> (319) 233-2810 <b>E-MAIL ADDRESS:</b> EHOOD@CFU.NET <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC #</td> </tr> <tr> <td>INSURER A: Western World Insurance</td> <td></td> </tr> <tr> <td>INSURER B: Progressive</td> <td></td> </tr> <tr> <td>INSURER C: Liberty Mutual</td> <td></td> </tr> <tr> <td>INSURER D: TRAVELERS INSURANCE</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Western World Insurance		INSURER B: Progressive		INSURER C: Liberty Mutual		INSURER D: TRAVELERS INSURANCE		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Progressive															
INSURER C: Liberty Mutual															
INSURER D: TRAVELERS INSURANCE															
INSURER E:															
INSURER F:															
<b>INSURED</b>  <p style="text-align: center;"><b>TWIN CITY TREE SERVICE</b>                  1312 WALKER ST                  WATERLOO IA 50703</p>															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	AGG	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	WS168065	4/26/2021	4/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - DAMAGE AGG \$ 2,000,000 \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NONOWNED AUTOS	X	X	01035724-0	8/20/2021	8/20/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PIP BODILY INJURY (Per person) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC:                      RETENTIONS:	X		WSUM168065	02/28/2022	02/28/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-342-539589-013	4/26/2021	4/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 CITY OF CEDAR FALLS, IOWA, INCLUDING ALL OF ITS ELECTED OFFICIALS, ALL ITS EMPLOYEES AND VOLUNTEERS, all its boards, commissions and/or authorities and their board members, employees and volunteers are an additional insured on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental immunities endorsement including 30 days notice of cancellation included. Waiver of Subrogation under the Work comp & General Liability

<b>CERTIFICATE HOLDER</b>  CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IOWA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	--

CITY OF CEDAR FALLS, IOWA  
 GENERAL TERMS AND CONDITIONS  
 SERVICE/PRODUCT AGREEMENTS

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

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

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

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

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

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

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

2.0. Compensation

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

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

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 31, 2025 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

Insurance requirement waived: \_\_\_\_\_ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0. Notices.

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

City: _____	Contractor: _____
Name: _____	Name: <u>Danny Moulds</u>
Title: _____	Title: <u>Owner</u>
Address: _____	Address: <u>5708 W Coder Wapsie Pk</u>
_____	<u>Coder Falls</u>
Telephone: _____	Telephone: <u>319-277-9400</u>
Email: _____	Email: <u>djmoulds@wapsiepk.com</u>

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor) Wapsie Pk

By: Jana L. Schmitz  
Its: Marketing & Supply Mgr.

Date: 3/9/22

CITY OF CEDAR FALLS, IOWA

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

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

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

CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE PRODUCTS AGREEMENT

EXHIBIT A

Scope of Services

The Contractor shall furnish all equipment and labor to perform the removal operations in accordance with the proposal requirements.

Upon notification from the City and upon being provided a location of requested tree removal, the Contractor shall respond within a reasonable time, (4-5 working days) with an estimate of cost for felling, removal and cleanup of all portions of the tree(s) with the exception of the stump(s).

All tree work shall include removal of all portions of the tree. Branches, leaves, twigs, sawdust, wood chips and large wood. Trunk shall be cut to within six (6) inches of the ground.

Cost estimate shall include complete removal of the tree, removal and replacement of any obstacle such as fences and landscape amenities; cost of extra equipment/staff needed to perform the removal as safely and efficiently as possible.

Contractor shall be responsible to repair any damage to paved surfaces, structures, or turf incurred by felled trees and/or equipment as a result of removal operations on both private and public property.

Once an estimate is provided and accepted by the City, the Contractor will provide a work schedule outlining when work will commence.

Removals will be expected to be completed in a timely manner. Once the property is accessed and tree removal commences, the Contractor shall work diligently to complete the removal as timely as possible based on conditions.

Woody material directly, or indirectly, related to this project will be allowed to be deposited at the Cedar Falls Compost Facility at no charge. Contractors are encouraged to find alternate means of managing trunk wood when possible.

Hours of work will be left to the discretion of the Contractor. However, no work will begin before 7:00 a.m. and will conclude no later than 5:00 p.m. each day. No work shall be performed on weekends or holidays.

Tree debris shall not be left obstructing sidewalks or streets unless appropriately barricaded. All streets and sidewalks must be open at the end of each work day.

The Contractor is responsible for providing proper traffic and pedestrian control at each location as needed. Traffic control shall be placed according to the MUTCD if residential street closure is required.

All work shall be performed to the satisfaction of the City's operations & maintenance division manager or his designee

CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE PRODUCTS AGREEMENT

EXHIBIT B

Payment for Services

Upon completion of the work and submission of documentation, and upon inspection and acceptance by the City, an invoice for services based on the Contractor's estimate shall be mailed or directly delivered to the Cedar Falls Public Works Department, 2200 Technology Parkway Cedar Falls, Iowa 50613

Upon receipt of invoice the City shall have thirty (30) days to make payment as described in Section 2.0.Compensation

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## Exhibit C

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### Private Ash Tree Removal Cedar Falls, Iowa

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03-27-2019

#### INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
  - Governmental Immunity endorsement identical or equivalent to form attached.
  - Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

### **Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE****General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(For use when including the City as an Additional Insured)**

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

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.





DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Brett Armstrong, Civil Engineer I
DATE: March 11, 2022
SUBJECT: W. 12th Street Reconstruction
City Project Number: RC-059-3196
Project Final Out

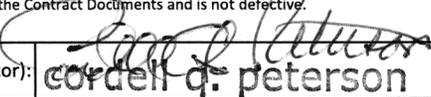
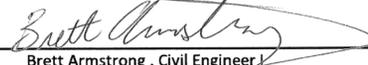
The West 12th Street Reconstruction Project is completed and ready for final acceptance. This project involved the reconstruction of portions of two (2) City streets, W. 12th Street from Tremont to College Street and Walnut Street from 11th Street to 12th Street. In addition to full street reconstruction, the project also included underground utility work such as storm sewer and water main replacement. This project was under contract with Peterson Contractors Inc. of Reinbeck, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Maintenance Bond, Peterson Contractors Inc.

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

Table with 2 columns: Suppliers and Subcontractors including subcontractor suppliers. Lists various companies like Peterson Contractors Inc., Benton's Ready Mixed Concrete Inc., Talaska Trucking, etc.



	<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>	<b>No. 17</b>	<b>Pay Application</b>
<b>12TH Street Reconstruction</b>		Application Period: 12/19/20 to 01/01/21	Application Date: 01/06/21
Project Number: RC-059-3196		To (Owner): City of Cedar Falls	Via (Engineer): Brett Armstrong
Contract Completion Date: 10/30/20		From (Contractor): Peterson Contractors Inc.	Civil Engineer I
<b>Change Order Summary</b>			
Approved Change Orders:			
Number	Additions (a)	Deductions (b)	
1	\$ 93.50	\$ -	
2	\$ 3,449.49	\$ -	
3	\$ 16,200.00	\$ -	
4	\$ -	\$ (7,797.50)	
5	\$ -	\$ (3,000.00)	
6	\$ -	\$ -	
7	\$ -	\$ -	
8	\$ -	\$ -	
9	\$ -	\$ -	
10	\$ -	\$ -	
11	\$ -	\$ -	
12	\$ -	\$ -	
13	\$ -	\$ -	
14	\$ -	\$ -	
15	\$ -	\$ -	
Totals	\$ 19,742.99	\$ (10,797.50)	
<b>Net Change by Change Orders</b>			
(a) + (b) = (c)	\$ 8,945.49		
<b>Contractor's Certification</b>			
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			
By (Contractor):	 <b>cordell q. peterson</b>		
Date: 2-24-22			
<b>1. ORIGINAL CONTRACT PRICE</b>		\$	1,019,447.57
<b>2. NET CHANGE BY CHANGE ORDERS (c)</b>		\$	8,945.49
<b>3. CURRENT CONTRACT PRICE</b>		\$	1,028,393.06
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> <small>(Total Column F on Progress Estimate)</small>		\$	1,031,498.52
<b>5. RETAINAGE</b>			
a.	0% x \$ 1,031,498.52 Work Completed	\$	-
b.	5% x \$ - Stored Materials	\$	-
c.	Total Retainage (Line 5a + Line 5b)	\$	-
<b>6. LIQUIDATED DAMAGES CHARGED THIS APPLICATION</b>			
0	Days x Per Day	\$	-
<b>7. AMOUNT ELIGIBLE TO DATE</b> (Line 4 - Line 5c - Line 6)		\$	1,031,498.52
<b>8. LESS PREVIOUS PAYMENTS</b> (Line 7 From Prior Application)		\$	982,773.59
<b>9. AMOUNT DUE THIS APPLICATION</b>		\$	48,724.93
<b>10. BALANCE TO DATE, PLUS RETAINAGE</b> (Line 7 + Line 5c)		\$	1,031,498.52
<b>11. % OF COMPLETION</b>			
Original Contract Price	(Line 10 ÷ Line 1)	\$	101%
Current Contract Price	(Line 10 ÷ Line 3)	\$	100%
Payment of:		\$	48,724.93
<small>(Line 9 or Other: Attach Explanation if Other Amount)</small>			
Is Respectfully Submitted:		 Brett Armstrong, Civil Engineer I	
		2/25/2022 Date	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

**No. 17**

**Item 15.**

12TH Street Reconstruction  
 Application Period: 12/19/20 to 01/01/21  
 Project Number: RC-059-3196  
 To (Owner): City of Cedar Falls  
 Contract Completion Date: 10/30/20  
 From (Contractor): Peterson Contractors Inc.  
 Application Date: 01/06/21  
 Via (Engineer): Brett Armstrong  
 Civil Engineer I

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Bid Item Number	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed
1	Clearing and Grubbing	UNIT	316.80	\$ 75.00	\$ 23,760.00	316.80	-	\$ -	316.80	\$ 23,760.00	\$ -	\$ 23,760.00	100%	\$ -	X
2	Topsail, On-site	CY	517.00	\$ 25.00	\$ 12,925.00	517.00	-	\$ -	517.00	\$ 12,925.00	\$ -	\$ 12,925.00	100%	\$ -	X
3	Excavation, Class 10	CY	3,569.00	\$ 9.45	\$ 33,727.05	3,569.00	-	\$ -	3,569.00	\$ 33,727.05	\$ -	\$ 33,727.05	100%	\$ -	X
4	Excavation, Class 12	CY	-	\$ 15.00	\$ -	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ -	X
5	Excavation, Class 10, Unsuitable or Unstable	CY	-	\$ 9.45	\$ -	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ -	X
6	Subgrade Preparation	SY	5,500.00	\$ 1.00	\$ 5,500.00	5,500.00	-	\$ -	5,500.00	\$ 5,500.00	\$ -	\$ 5,500.00	100%	\$ -	X
7	Subgrade Treatment, Geogrid, Type 2	SY	-	\$ 3.25	\$ -	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ -	X
8	Subbase, Modified, 12"	SY	7,247.50	\$ 12.65	\$ 91,680.88	7,247.50	-	\$ -	7,247.50	\$ 91,680.88	\$ -	\$ 91,680.88	100%	\$ -	X
9	Compaction Testing	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	-	\$ -	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -	X
10	Trench Compaction Testing	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	-	\$ -	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -	X
11	Storm Sewer, Trenched, RCP, 15"	LF	629.00	\$ 49.00	\$ 30,821.00	629.00	-	\$ -	629.00	\$ 30,821.00	\$ -	\$ 30,821.00	100%	\$ -	X
12	Storm Sewer, Trenched, RCP, 18"	LF	155.00	\$ 51.00	\$ 7,905.00	155.00	-	\$ -	155.00	\$ 7,905.00	\$ -	\$ 7,905.00	100%	\$ -	X
13	Storm Sewer, Trenched, RCP/RCEP, Eq. Dia. 24"	LF	104.00	\$ 76.00	\$ 7,904.00	104.00	-	\$ -	104.00	\$ 7,904.00	\$ -	\$ 7,904.00	100%	\$ -	X
14	Storm Sewer, Trenched, PVC, 15"	LF	-	\$ -	\$ -	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ -	X
15	Removal of Storm Sewer, All Types and Sizes	LF	388.00	\$ 10.00	\$ 3,880.00	388.00	-	\$ -	388.00	\$ 3,880.00	\$ -	\$ 3,880.00	100%	\$ -	X
16	Subdrain, Type 1, HDPE, 6"	LF	2,056.00	\$ 8.00	\$ 16,448.00	2,056.00	-	\$ -	2,056.00	\$ 16,448.00	\$ -	\$ 16,448.00	100%	\$ -	X
17	Subdrain Cleanout, Type A-2, 6"	EA	13.00	\$ 400.00	\$ 5,200.00	13.00	-	\$ -	13.00	\$ 5,200.00	\$ -	\$ 5,200.00	100%	\$ -	X
18	Subdrain Outlets and Connections, CMP, 6"	EA	7.00	\$ 450.00	\$ 3,150.00	7.00	-	\$ -	7.00	\$ 3,150.00	\$ -	\$ 3,150.00	100%	\$ -	X
19	Storm Sewer Service Stub, PVC, 4"	LF	142.00	\$ 50.00	\$ 7,100.00	142.00	-	\$ -	142.00	\$ 7,100.00	\$ -	\$ 7,100.00	100%	\$ -	X
20	Water Main, Trenched, DIP, 4" (w/ Nitrile Gaskets)	LF	12.00	\$ 98.00	\$ 1,176.00	12.50	-	\$ -	12.50	\$ 1,225.00	\$ -	\$ 1,225.00	104%	\$ (49.00)	X
21	Water Main, Trenched, DIP, 6" (w/ Nitrile Gaskets)	LF	61.00	\$ 60.00	\$ 3,660.00	45.00	-	\$ -	45.00	\$ 2,700.00	\$ -	\$ 2,700.00	74%	\$ 960.00	X
22	Water Main, Trenched, DIP, 8" (w/ Nitrile Gaskets)	LF	356.00	\$ 56.00	\$ 19,936.00	365.00	-	\$ -	365.00	\$ 20,440.00	\$ -	\$ 20,440.00	103%	\$ (504.00)	X
23	Water Main, Trenched, DIP, 10" (w/ Nitrile Gaskets)	LF	-	\$ 210.00	\$ -	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ -	X
24	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	310.00	\$ 78.00	\$ 24,180.00	320.00	-	\$ -	320.00	\$ 24,960.00	\$ -	\$ 24,960.00	103%	\$ (780.00)	X
25	Fitting, DIP, 4" MJ Cap	EA	4.00	\$ 200.00	\$ 800.00	3.00	-	\$ -	3.00	\$ 600.00	\$ -	\$ 600.00	75%	\$ 200.00	X
26	Fitting, DIP, 6" MJ Cap	EA	8.00	\$ 225.00	\$ 1,800.00	6.00	-	\$ -	6.00	\$ 1,350.00	\$ -	\$ 1,350.00	75%	\$ 450.00	X
27	Fitting, DIP, 10" MJ Cap	EA	1.00	\$ 300.00	\$ 300.00	1.00	-	\$ -	1.00	\$ 300.00	\$ -	\$ 300.00	100%	\$ -	X
28	Fitting, DIP, 12" MJ Cap	EA	4.00	\$ 350.00	\$ 1,400.00	4.00	-	\$ -	4.00	\$ 1,400.00	\$ -	\$ 1,400.00	100%	\$ -	X
29	Fitting, DIP, 4" MJ 90° Bend	EA	3.00	\$ 275.00	\$ 825.00	2.00	-	\$ -	2.00	\$ 550.00	\$ -	\$ 550.00	67%	\$ 275.00	X
30	Fitting, DIP, 6" MJ 90° Bend	EA	1.00	\$ 275.00	\$ 275.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 275.00	X
31	Fitting, DIP, 10" MJ 90° Bend	EA	2.00	\$ 475.00	\$ 950.00	2.00	-	\$ -	2.00	\$ 950.00	\$ -	\$ 950.00	100%	\$ -	X
32	Fitting, DIP, 12" MJ 45° Bend	EA	4.00	\$ 550.00	\$ 2,200.00	4.00	-	\$ -	4.00	\$ 2,200.00	\$ -	\$ 2,200.00	100%	\$ -	X
33	Fitting, DIP, 2"x1.5" MJ Reducer	EA	1.00	\$ 250.00	\$ 250.00	1.00	-	\$ -	1.00	\$ 250.00	\$ -	\$ 250.00	100%	\$ -	X
34	Fitting, DIP, 6"x2" MJ Reducer	EA	1.00	\$ 300.00	\$ 300.00	1.00	-	\$ -	1.00	\$ 300.00	\$ -	\$ 300.00	100%	\$ -	X
35	Fitting, DIP, 6"x4" MJ Reducer	EA	2.00	\$ 325.00	\$ 650.00	2.00	-	\$ -	2.00	\$ 650.00	\$ -	\$ 650.00	100%	\$ -	X
36	Fitting, DIP, 10"x8" MJ Reducer	EA	1.00	\$ 350.00	\$ 350.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 350.00	X
37	Fitting, DIP, 12"x6" MJ Tee	EA	3.00	\$ 525.00	\$ 1,575.00	2.00	-	\$ -	2.00	\$ 1,050.00	\$ -	\$ 1,050.00	67%	\$ 525.00	X
38	Water Service Stub, Copper, 3/4" (Short Side)	EA	9.00	\$ 1,500.00	\$ 13,500.00	9.00	-	\$ -	9.00	\$ 13,500.00	\$ -	\$ 13,500.00	100%	\$ -	X
39	Water Service Stub, Copper, 3/4" (Long Side)	EA	12.00	\$ 1,850.00	\$ 22,200.00	12.00	-	\$ -	12.00	\$ 22,200.00	\$ -	\$ 22,200.00	100%	\$ -	X
40	Water Service Stub, Copper, 1" (Short Side)	EA	1.00	\$ 1,750.00	\$ 1,750.00	1.00	-	\$ -	1.00	\$ 1,750.00	\$ -	\$ 1,750.00	100%	\$ -	X
41	Water Service Stub, Copper, 1.5" (Long Side)	EA	1.00	\$ 2,750.00	\$ 2,750.00	1.00	-	\$ -	1.00	\$ 2,750.00	\$ -	\$ 2,750.00	100%	\$ -	X
42	Valve, Gate, 6"	EA	1.00	\$ 1,850.00	\$ 1,850.00	1.00	-	\$ -	1.00	\$ 1,850.00	\$ -	\$ 1,850.00	100%	\$ -	X
43	Valve, Gate, 8"	EA	1.00	\$ 2,200.00	\$ 2,200.00	1.00	-	\$ -	1.00	\$ 2,200.00	\$ -	\$ 2,200.00	100%	\$ -	X
44	Valve, Gate, 12"	EA	2.00	\$ 3,350.00	\$ 6,700.00	2.00	-	\$ -	2.00	\$ 6,700.00	\$ -	\$ 6,700.00	100%	\$ -	X
45	Tapping Valve Assembly, 12"x6"	EA	1.00	\$ 4,350.00	\$ 4,350.00	1.00	-	\$ -	1.00	\$ 4,350.00	\$ -	\$ 4,350.00	100%	\$ -	X
46	Tapping Valve Assembly, 12"x8"	EA	1.00	\$ 3,500.00	\$ 3,500.00	1.00	-	\$ -	1.00	\$ 3,500.00	\$ -	\$ 3,500.00	100%	\$ -	X
47	Fire Hydrant Assembly	EA	2.00	\$ 4,600.00	\$ 9,200.00	2.00	-	\$ -	2.00	\$ 9,200.00	\$ -	\$ 9,200.00	100%	\$ -	X
48	Flushing Device (Blowoff), 10"	EA	2.00	\$ 1,700.00	\$ 3,400.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 3,400.00	X
49	Fire Hydrant Adjustment	EA	1.00	\$ 750.00	\$ 750.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 750.00	X
50	Fire Hydrant Assembly Removal	EA	1.00	\$ 1,000.00	\$ 1,000.00	1.00	-	\$ -	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -	X
51	Valve Removal	EA	1.00	\$ 500.00	\$ 500.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 500.00	X
52	Air Release Valve	EA	1.00	\$ 1,600.00	\$ 1,600.00	1.00	-	\$ -	1.00	\$ 1,600.00	\$ -	\$ 1,600.00	100%	\$ -	X
53	Intake, SW-505	EA	9.00	\$ 5,525.00	\$ 49,725.00	9.00	-	\$ -	9.00	\$ 49,725.00	\$ -	\$ 49,725.00	100%	\$ -	X
54	Intake, SW-506	EA	2.00	\$ 7,800.00	\$ 15,600.00	2.00	-	\$ -	2.00	\$ 15,600.00	\$ -	\$ 15,600.00	100%	\$ -	X
55	Manhole Adjustment, Minor	EA	-	\$ 1,000.00	\$ -	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ -	X
56	Manhole Adjustment, Major	EA	-	\$ 1,400.00	\$ -	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ -	X
57	Remove Intake	EA	4.00	\$ 500.00	\$ 2,000.00	4.00	-	\$ -	4.00	\$ 2,000.00	\$ -	\$ 2,000.00	100%	\$ -	X
58	Pavement, PCC, 8"	SY	6,539.00	\$ 41.60	\$ 272,022.40	6,539.00	-	\$ -	6,539.00	\$ 272,022.40	\$ -	\$ 272,022.40	100%	\$ -	X
59	Removal of Sidewalk	SY	370.30	\$ 6.00	\$ 2,221.80	540.00	-	\$ -	540.00	\$ 3,240.00	\$ -	\$ 3,240.00	146%	\$ (1,018.20)	X
60	Removal of Driveway	SY	378.80	\$ 6.00	\$ 2,272.80	378.80	-	\$ -	378.80	\$ 2,272.80	\$ -	\$ 2,272.80	100%	\$ -	X
61	Sidewalk, PCC, 4"	SY	106.90	\$ 49.50	\$ 5,291.55	479.96	-	\$ -	479.96	\$ 23,758.02	\$ -	\$ 23,758.02	449%	\$ (18,466.47)	X
62	Sidewalk, PCC, 6"	SY	114.00	\$ 51.00	\$ 5,814.00	135.95	-	\$ -	135.95	\$ 6,933.45	\$ -	\$ 6,933.45	119%	\$ (1,119.45)	X
63	Detectable Warning, Cast Iron	SF	160.00	\$ 48.00	\$ 7,680.00	160.00	-	\$ -	160.00	\$ 7,680.00	\$ -	\$ 7,680.00	100%	\$ -	X
64	Driveway, Paved, PCC, 6"	SY	416.90	\$ 45.00	\$ 18,760.50	455.14	-	\$ -	455.14	\$ 20,481.30	\$ -	\$ 20,481.30	109%	\$ (1,720.80)	X
65	Driveway, Granular	TON	26.90	\$ 43.50	\$ 1,170.15	26.90	-	\$ -	26.90	\$ 1,170.15	\$ -	\$ 1,170.15	100%	\$ -	X
66	Pavement Removal	SY	6,566.10	\$ 5.35	\$ 35,128.64	6,566.10	-	\$ -	6,566.10	\$ 35,128.64	\$ -	\$ 35,128.64	100%	\$ -	X

Item 15.

A	B		C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item																
Bid Item Number	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Comp	
67	Painted Pavement Markings, Waterborne or Solvent-based	STA	13.11	\$ 60.00	\$ 786.60	13.11	-	\$ -	13.11	\$ 786.60	\$ -	\$ 786.60	100%	\$ -	X	
68	Painted Symbols and Legends, Waterborne or Solvent-based	EA	8.00	\$ 80.00	\$ 640.00	8.00	-	\$ -	8.00	\$ 640.00	\$ -	\$ 640.00	100%	\$ -	X	
69	Temporary Traffic Control	LS	1.00	\$ 6,500.00	\$ 6,500.00	1.00	-	\$ -	1.00	\$ 6,500.00	\$ -	\$ 6,500.00	100%	\$ -	X	
70	Sign Panels	SF	78.25	\$ 25.00	\$ 1,956.25	78.25	-	\$ -	78.25	\$ 1,956.25	\$ -	\$ 1,956.25	100%	\$ -	X	
71	Sign Posts	LF	140.00	\$ 11.00	\$ 1,540.00	140.00	-	\$ -	140.00	\$ 1,540.00	\$ -	\$ 1,540.00	100%	\$ -	X	
72	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	AC	-	\$ 2,395.80	\$ -	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ -	X	
73	Sod	SQ	260.00	\$ 75.00	\$ 19,500.00	352.00	-	\$ -	352.00	\$ 26,400.00	\$ -	\$ 26,400.00	135%	\$ (6,900.00)	X	
74	Filter Socks, 8"	LF	3,250.00	\$ 3.00	\$ 9,750.00	4,250.00	-	\$ -	4,250.00	\$ 12,750.00	\$ -	\$ 12,750.00	131%	\$ (3,000.00)	X	
75	Filter Socks, Removal	LF	3,250.00	\$ 0.40	\$ 1,300.00	3,250.00	-	\$ -	3,250.00	\$ 1,300.00	\$ -	\$ 1,300.00	100%	\$ -	X	
76	Combined Concrete Sidewalk and Retaining Wall	CY	94.70	\$ 765.00	\$ 72,445.50	94.70	-	\$ -	94.70	\$ 72,445.50	\$ -	\$ 72,445.50	100%	\$ -	X	
77	Concrete Steps, Type B	SF	159.00	\$ 103.00	\$ 16,377.00	199.00	-	\$ -	199.00	\$ 20,497.00	\$ -	\$ 20,497.00	125%	\$ (4,120.00)	X	
78	Handrail, Aluminum	LF	62.00	\$ 100.00	\$ 6,200.00	62.00	-	\$ -	62.00	\$ 6,200.00	\$ -	\$ 6,200.00	100%	\$ -	X	
79	Mobilization	LS	1.00	\$ 35,000.00	\$ 35,000.00	1.00	-	\$ -	1.00	\$ 35,000.00	\$ -	\$ 35,000.00	100%	\$ -	X	
80	Maintenance of Postal Service	LS	1.00	\$ 4,500.00	\$ 4,500.00	1.00	-	\$ -	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100%	\$ -	X	
81	Maintenance of Solid Waste Collection	LS	1.00	\$ 4,500.00	\$ 4,500.00	1.00	-	\$ -	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100%	\$ -	X	
82	Concrete Washout	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	-	\$ -	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -	X	
7001	Filter Sock, 8"	LF	(1,000.00)	\$ 3.00	\$ (3,000.00)	-	(1,000.00)	\$ (3,000.00)	(1,000.00)	\$ (3,000.00)	\$ -	\$ (3,000.00)	100%	\$ -	X	
8000	Bancroft Detour Sign	LS	1.00	\$ 93.50	\$ 93.50	1.00	-	\$ -	1.00	\$ 93.50	\$ -	\$ 93.50	100%	\$ -	X	
8001	Re-Stocking Fee for structures ST-3a & ST-8	EA	1.00	\$ 3,449.49	\$ 3,449.49	1.00	-	\$ -	1.00	\$ 3,449.49	\$ -	\$ 3,449.49	100%	\$ -	X	
8002	Sanitary Manhole(s) (SW-301)	EA	3.00	\$ 5,400.00	\$ 16,200.00	3.00	-	\$ -	3.00	\$ 16,200.00	\$ -	\$ 16,200.00	100%	\$ -	X	
8003	Recycled Modified Subbase Deduct	L.S.	1.00	\$ (7,797.50)	\$ (7,797.50)	1.00	-	\$ -	1.00	\$ (7,797.50)	\$ -	\$ (7,797.50)	100%	\$ -	X	
<b>Totals</b>					\$ 1,001,505.60			\$ (3,000.00)		\$ 1,031,498.52	\$ -	\$ 1,031,498.52		\$ (29,992.92)		

# Performance, Payment and Maintenance Bond

SURETY BOND NO. 107205487

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Nineteen Thousand Four Hundred Fourty Seven And 57/100 (\$ \$1,019,447.57), 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:

## **12<sup>TH</sup> STREET RECONSTRUCTION PROJECT Project RC-059-3196**

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

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

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

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

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

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

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

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

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

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

fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk 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. RC-059-3196

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

Peterson Contractors, Inc.  
Contractor

By:   
Signature

president  
Title

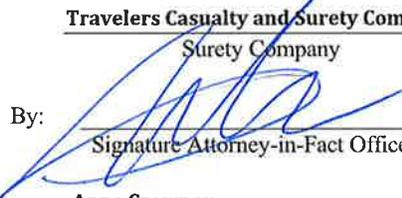
Not Required  
Printed Name of Agent

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

Travelers Casualty and Surety Company of America  
Surety Company

By:   
Signature Attorney-in-Fact Officer & IA Resident Agent

Anne Crowner  
Printed Name of Attorney-in-Fact Officer & IA Resident Agent

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

Holmes, Murphy and Associates, LLC  
Company Name

2727 Grand Prairie Parkway  
Company Address

**FORM APPROVED BY:**

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.



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

**POWER OF ATTORNEY**

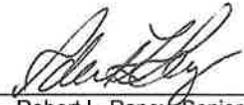
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **Waukegan, Iowa**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, 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 Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June**, **2021**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of 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

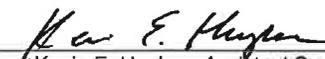
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of 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 \_\_\_\_\_ day of \_\_\_\_\_,



  
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 attached.**

## RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

12<sup>th</sup> Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Bowers Masonry, Inc.

Date: 2-8-22

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: President

2-8-22  
Date Signed

## RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Bowers Masonry, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

12th St. Reconstruction

in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Benton's Ready Mixed Concrete

Date: 12-7-21

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company

12-7-21

Date Signed



### RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

12<sup>th</sup> Street Reconstruction

in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Bentons Ready Mixed Concrete

Date: 12-31-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

*Cecilia Benton*

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

12-31-20  
Date Signed

12/23/2020

## RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

12<sup>th</sup> Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

BMC Aggregates LC

Date: 1/4/2021

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant *Managing Member*  
Position or Title of Lienor with Subcontractor/Supplier Company:

1/4/2021  
Date Signed

### RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

12<sup>th</sup> Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Leymaster Tile LLC

Date: 12-31-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



\_\_\_\_\_  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Owner/Member

12-31-20  
\_\_\_\_\_  
Date Signed

### RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

12<sup>th</sup> Street Reconstruction J8626

in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Manatts Inc DM

Date: 9-18-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

*Quinn Kelley - AR*

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

12-31-20  
Date Signed

## RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

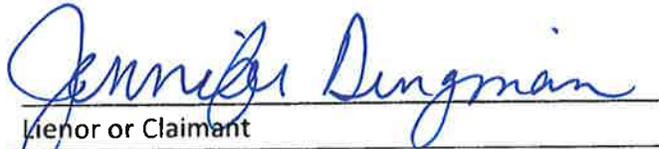
12<sup>th</sup> Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Midstates Precast Products

Date: 3-12-21

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant  
Position or Title of Lienor with Subcontractor/Supplier Company:

3-12-21  
Date Signed

## RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

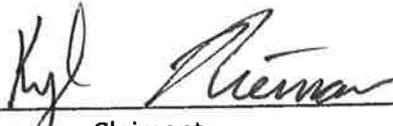
12<sup>th</sup> Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Northern IA Construction Products

Date: 1-4-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: 1-4-20

1-4-20  
\_\_\_\_\_  
Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

12<sup>th</sup> Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Talaska Trucking

Date: 1/12/21

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

1/12/21  
\_\_\_\_\_  
Date Signed

### RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

12<sup>th</sup> Street Reconstruction

in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Utility Equipment Co

Date: DECEMBER 31, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
\_\_\_\_\_

Lienor or Claimant MICHAEL R CORYN, PRESIDENT

Position or Title of Lienor with Subcontractor/Supplier Company: UTILITY EQUIPMENT CO

DECEMBER 31, 2020  
Date Signed



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

**WAIVER OF MECHANIC'S LIEN**

I/We, the undersigned, have been employed by Matthias Landscaping Co. Waterloo, IA, to furnish labor and /or materials for the construction, repair or reconstruction, or improvements to the landscape at the location known as:

**12<sup>th</sup> Street Reconstruction**  
Cedar Falls IA

**General Contractor:**  
Peterson Contractors Inc  
104 Blackhawk St  
Reinbeck, IA 50669

In Black Hawk Country, Iowa,

For and in consideration of our employment to furnish said labor and /or materials, I/We do hereby waive and release any and all rights, or claims or rights, to file and establish a mechanic's lien against the above-mentioned building, and improvements, and the above-described premises, given to us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both, furnished, or which may be furnished, by us for, and on, the above-mentioned building, and the above-described premises.

Executed this 2 day of Dec, ~~2018~~ 2020

COMPANY: Oleson Sod Co  
2508 Hearst Rd  
Cedar Falls, IA 50613

BY: Jack Oleson  
Title: Pres

## RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

12<sup>th</sup> Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Meli LLC

Date: 02-10-21

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Ismet MERANOVIC  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

02-10-21  
Date Signed



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

**WAIVER OF MECHANIC'S LIEN**

I/We, the undersigned, have been employed by Matthias Landscaping Co. Waterloo, IA, to furnish labor and /or materials for the construction, repair or reconstruction, or improvements to the landscape at the location known as:

**12<sup>th</sup> Street Reconstruction**  
Cedar Falls IA

**General Contractor:**  
Peterson Contractors Inc  
104 Blackhawk St  
Reinbeck, IA 50669

In Black Hawk Country, Iowa,

For and in consideration of our employment to furnish said labor and /or materials, I/We do hereby waive and release any and all rights, or claims or rights, to file and establish a mechanic's lien against the above-mentioned building, and improvements, and the above-described premises, given to us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both, furnished, or which may be furnished, by us for, and on, the above-mentioned building, and the above-described premises.

Executed this 2 day of Dec, ~~2018~~ 2020

COMPANY: Oleson Sod Co  
2508 Hearst Rd  
Cedar Falls, IA 50613

BY: *Jack Oleson*  
Title: Pres

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Benjamin Claypool, Civil Engineer II, PhD, EI

**DATE:** March 14<sup>th</sup>, 2022

**SUBJECT:** 2022 Street Construction Project  
Project No. RC-000-3230  
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 2022 Street Construction Project.

The Department of Public Works recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the 2022 Street Construction Project. This project involves the full removal and replacement of two (2) streets, HMA restoration on three (3) streets, and a significant water main replacement and patch on one (1) street.

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

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

### FORM OF CONTRACT

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

WITNESSETH:

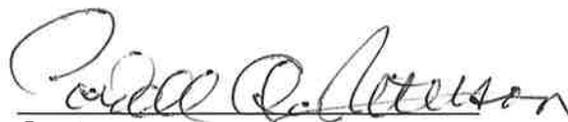
The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2022 STREET CONSTRUCTION PROJECT, Project No. RC-000-3230 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 7<sup>th</sup> day of February, 2022, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. RC-000-3230 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

  
Contractor

CITY OF CEDAR FALLS, IOWA

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

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

# Performance, Payment and Maintenance Bond

SURETY BOND NO. 107570448

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Million Two Hundred Sixty Six Thousand One Hundred Eighty Nine Dollars and Seventy Cents ----- (\$ 3,266,189.70), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

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

### 2022 Street Construction Project Paving/ Subdrainage Project RC-000-3230

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

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

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

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

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

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

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

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

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

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

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

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

When a 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. RC-000-3230

Witness our hands, in quadruplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Surety Countersigned By:

**PRINCIPAL:**

Not Required  
Signature of Agent

Peterson Contractors, Inc.  
Contractor

By:   
Signature  
president  
Title

Printed Name of Agent

**SURETY:**

Company Name

Travelers Casualty and Surety Company of America  
Surety Company

Company Address

By:   
Signature Attorney-in-Fact Officer & IA Resident Agent

City, State, Zip Code

Anne Crowner, Attorney-in-Fact & IA Resident Agent  
Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Holmes, Murphy and Associates, LLC  
Company Name

2727 Grand Prairie Parkway  
Company Address

**FORM APPROVED BY:**

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.



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

**POWER OF ATTORNEY**

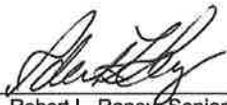
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **WAUKEE**, **Iowa**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

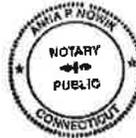
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

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

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

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

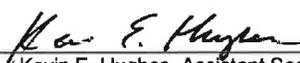
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_



  
Kevin E. Hughes, Assistant Secretary

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



**ENDORSEMENT #031**

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

PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

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

**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

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

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

1. **Cancellation and Material Change**

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

2. **Additional Insured**

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

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

3. Government Immunities

- A. Nonwaiver of Governmental Immunity. 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. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- C. Assertion of Governmental Immunity. 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. Non-Denial of Coverage. 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. No Other Change in Policy. 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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

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

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

Endorsement Effective July 1, 2021

Policy No. CWD7459901

Endorsement No.

Insured PETERSON CONTRACTORS, INC.

Insurance Company  
XL Specialty Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

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

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

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

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

POLICY NUMBER: CAS7459903

COMMERCIAL AUTO  
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: PETERSON CONTRACTORS, INC.

Endorsement Effective Date: July 1, 2021

## SCHEDULE

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

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

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

**ENDORSEMENT #029**

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

No. CGD7459902 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Name of Person or Organization:**

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

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

**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, 2021, forms a part of Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC. by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Name of Person or Organization:**

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

**Location and Description of Completed Operations:**

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

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

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

All other terms and conditions remain unchanged.

POLICY NUMBER: CGD745990201

COMMERCIAL GENERAL LIABILITY  
CG 25 03 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Designated Construction Project(s):**

EACH "PROJECT"

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**FORM OF PROPOSAL  
2022 STREET CONSTRUCTION PROJECT  
PROJECT NO. RC-000-3230  
CITY OF CEDAR FALLS, IOWA**

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

The undersigned hereby certifies that PETERSON CONTRACTORS INC. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2022 STREET CONSTRUCTION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the unit prices as submitted with this proposal to QuestCDN.com., to-wit:

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	OFF-SITE TOPSOIL	C.Y.	673
2	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	2560
3	EXCAVATION, CLASS 12, BOULDERS	C.Y.	10
4	BELOW GRADE EXCAVATION (CORE OUT)	C.Y.	256
5	SUBGRADE PREPARATION	STA.	18
6	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	S.Y.	4607
7	SUBBASE, MODIFIED, 6 IN.	S.Y.	14
8	SUBBASE, MODIFIED, 12 IN.	S.Y.	7951
9	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	2253
10	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	651
11	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	L.F.	218
12	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	676
13	STORM SEWER, TRENCHED, 30 IN. HDPE	L.F.	345
14	STORM SEWER, TRENCHED, 36 IN. HDPE	L.F.	329
15	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2
16	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	2798
17	SUBDRAIN, PERFORATED, 6 IN.	L.F.	1623
18	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	18
19	SUBDRAIN, SUMP PUMP TAP	EACH	39
20	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	20
21	WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	25
22	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20
23	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2303
24	WATER MAIN, TRENCHED, 12" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	100
25	FITTINGS, DUCTILE IRON	LBS.	3521
26	SERVICE SHORTSIDE, 3/4"	EACH	15
27	SERVICE, LONGSIDE, 3/4"	EACH	19
28	MECHANICAL JOINT RESTRAINT, 4"	EACH	11
29	MECHANICAL JOINT RESTRAINT, 6"	EACH	11
30	MECHANICAL JOINT RESTRAINT, 8"	EACH	18

ITEM #	DESCRIPTION	UNIT	QUANTITY
31	MECHANICAL JOINT RESTRAINT, 12"	EACH	12
32	JOINT RESTRAINT GASKET, 4"	EACH	1
33	JOINT RESTRAINT GASKET, 6"	EACH	2
34	JOINT RESTRAINT GASKET, 8"	EACH	18
35	JOINT RESTRAINT GASKET, 12"	EACH	5
36	6" NITRILE GASKETS	EACH	4
37	8" NITRILE GASKETS	EACH	94
38	12" NITRILE GASKETS	EACH	2
39	VALVE, 8" MJ GATE W/ BOX	EACH	5
40	VALVE, 12" MJ GATE W/ BOX	EACH	2
41	FIRE HYDRANT ASSEMBLY	EACH	5
42	VALVE BOX ADJUSTMENT	EACH	2
43	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	3
44	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	6
45	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EACH	6
46	INTAKE, SW-507	EACH	1
47	INTAKE, SW-509	EACH	2
48	INTAKE, SW-510	EACH	1
49	INTAKE, TYPE B	EACH	3
50	INTAKE, TYPE D	EACH	18
51	INTAKE, SINGLE FLAT	EACH	1
52	INTAKE, DOUBLE FLAT	EACH	1
53	INTAKE, SW-507 TOP & INSERT	EACH	14
54	INTAKE, SW-509 TOP & INSERT	EACH	2
55	MANHOLE, ADJUSTMENT, MINOR	EACH	6
56	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	13
57	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	21
58	REMOVAL OF SANITARY MANHOLES	EACH	6
59	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	2590
60	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"	S.Y.	4520
61	CURB, PCC 7 IN. 5.5 FT WIDTH, TYPE "C" CLASS III	L.F.	30
62	CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	105
63	HMA, (ST), SURF., 1/2", PG58-28S	TON	2078
64	HMA, (ST), BASE, 3/4", PG58-28S	TON	2078
65	REMOVAL OF DRIVEWAY	S.Y.	607
66	REMOVAL OF SIDEWALK	S.Y.	382
67	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	287
68	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	90
69	DETECTABLE WARNINGS	S.F.	230
70	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	607
71	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	20
72	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	24
73	PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S	TONS	10
74	MILLING	S.Y.	1363
75	PAVEMENT REMOVAL, PCC	S.Y.	7110
76	PAVEMENT REMOVAL, ACC	S.Y.	7110
77	CURB AND GUTTER REMOVAL	L.F.	135
78	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	124
79	PAINTED SYMBOLS AND LEGENDS	EACH	22
80	STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH	22
81	TEMPORARY TRAFFIC CONTROL	L.S.	1
82	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	1936
83	SOD	S.F.	34351
84	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1
85	WATTLES, 9IN. STRAW	L.F.	3554
86	WATTLES, MAINTENANCE AND REMOVAL	L.F.	3554
87	INLET PROTECTION DEVICE, INSTALLATION	EACH	50
88	INLET PROTECTION DEVICE, MAINTENANCE	EACH	50
89	MOBILIZATION	L.S.	1
90	CONCRETE WASHOUT	LS	1
91	SAW AND SEAL JOINTS	LF	25440
92	EXCAVATION AND DISPOSAL OF CONTAMINATED SOIL	CY	216

**TOTAL CONSTRUCTION BASE BID: \$ 3,266,189.70**

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-99). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be entered digitally on the QuestCDN proposal. In addition the remainder of the Form of Proposal is to be filled in ink. The Owner reserves the right to delete any part or all of any item.

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

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

Bid Security in the sum of (10% of the construction base bid) in the form of (a bid bond utilizing the City of Cedar Fall's standard form), is submitted herewith in accordance with the Instructions to Bidders.

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

The bidder has received the following Addendum or Addenda:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

The bidder has filled in all blanks on this Proposal.

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

Name of bidder PETERSON CONTRACTORS INC  
104 BLACKHAWK ST. REINBECK,  
Official Address SD 50669  
By [Signature]  
Title ESTIMATOR / PM


**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:** March 14, 2022

**SUBJECT:** 2022 CDBG Sanitary Sewer Rehabilitation Project  
 City Project Number: SA-000-3297  
 Bid Opening

On Friday, March 11, 2022 at 2:00 p.m. bids were received and opened for the 2022 CDBG Sanitary Sewer Rehabilitation Project. A total of two (2) bids were received, with Municipal Pipe Tool Company the low bidder:

	<i>Base Bid</i>
<b>Engineering Estimate</b>	<b>\$248,119.50</b>
<b>Municipal Pipe Tool Company</b>	<b>\$286,395.50</b>
<b>Insituform Technologies</b>	<b>\$432,706.20</b>

The Engineer's Estimate for this project was \$248,119.50. Municipal Pipe Tool Company of Hudson, Iowa submitted the low bid in the amount of \$286,395.50. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Municipal Pipe Tool Company in the amount of \$286,395.50. On April 4, 2022, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

2022 CDBG SANITARY SEWER REHABILITATION PROJECT (#8103628)									
Owner: Cedar Falls IA, City of									
Solicitor: Cedar Falls IA, City of									
03/11/2022 02:00 PM CST									
Line Item	Item Description	UofM	Quantity	Engineer Estimate		Municipal Pipe Tool Company		Insituform Technologies	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	PIPE LINING, 8 INCH	L.F.	7111	\$20.50	\$145,775.50	\$25.50	\$181,330.50	\$35.90	\$255,284.90
2	PIPE LINING, 12 INCH	L.F.	1098	\$28.00	\$30,744.00	\$32.50	\$35,685.00	\$60.00	\$65,880.00
3	BUILDING SANITARY SEWER SERVICE RECONNECTION	EACH	185	\$50.00	\$9,250.00	\$313.00	\$57,905.00	\$91.00	\$16,835.00
4	GROUTING SERVICE LATERALS	EACH	185	\$310.00	\$57,350.00	\$35.00	\$6,475.00	\$322.90	\$59,736.50
5	MOBILIZATION	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$34,969.80	\$34,969.80
				<b>Base Bid Total:</b>	\$248,119.50		\$286,395.50		\$432,706.20



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** March 15, 2022

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

The City of Cedar Falls is planning to remove and replace the existing 2 span slab bridge at Olive Street with a twin box culvert. The existing bridge will be replaced with a box culvert extending from the existing College Street Culvert to the east side of Olive Street, downstream channel improvements will be incorporated, sidewalk improvements for walkability to the College Hill corridor, and placement of a new road above the culvert. The project will include improvements to the water main, storm sewer and sanitary sewer. Right-of-way acquired for the project will be used for culvert alignment and stream channel restorations. The project will require the acquisition of right-of-way, temporary and permanent easements from four (4) properties. Attached is a map that identifies the location of these properties. The owner of the following property has accepted our offer:

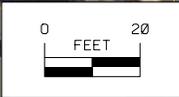
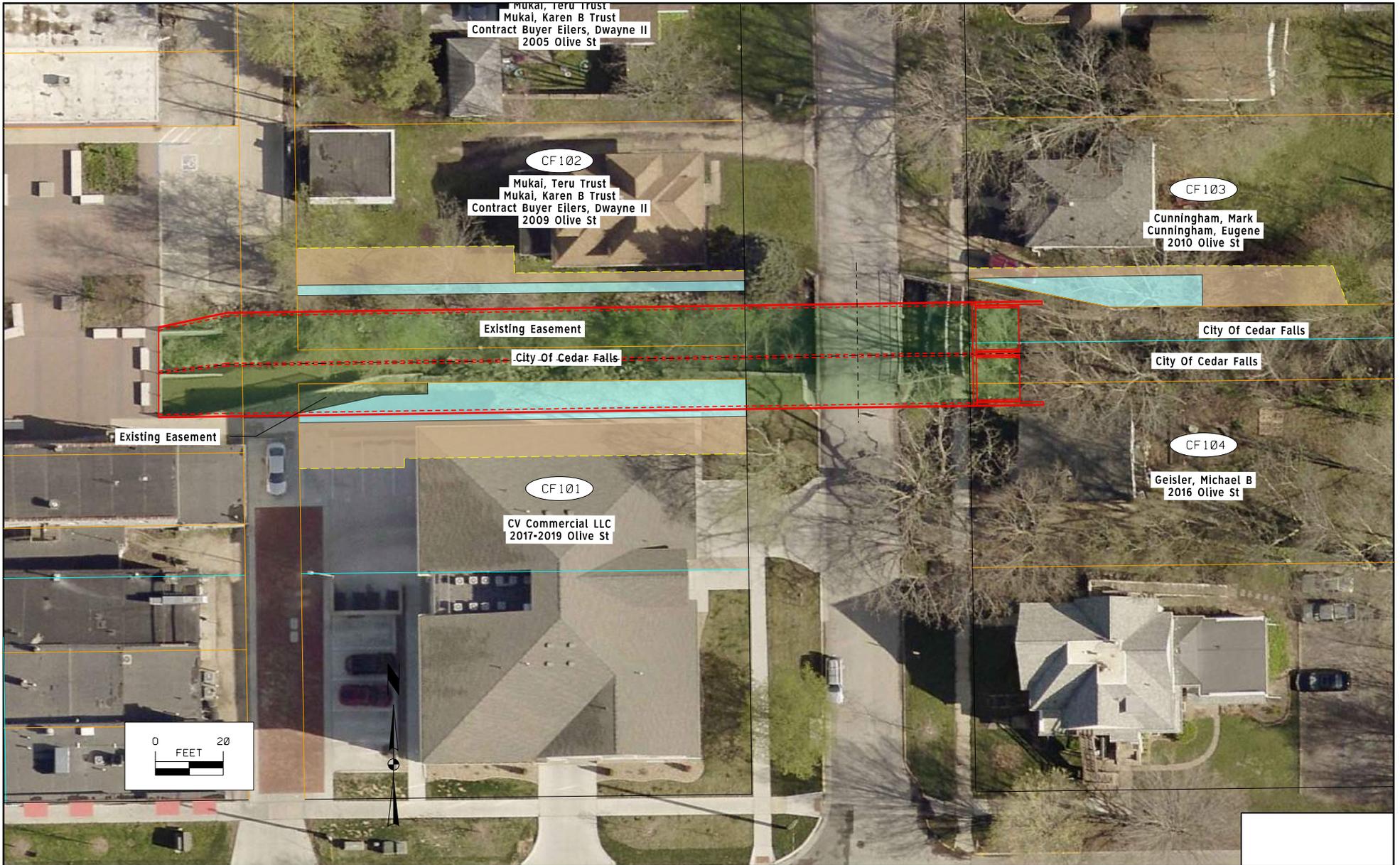
Owner	Address/Parcel ID	Acquisition Type
Michael B. Geisler and Jeanette A. Geisler	2016 Olive Street	Fee Title

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

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the acquisition and authorize the Mayor to execute the agreement for the Olive Street Box Culvert Replacement Project.

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

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



LEGEND	
	RIGHT-OF-WAY LINES
	TEMP. EASEMENT LINES
	TEMPORARY EASEMENT
	PERMANENT EASEMENT




**OLIVE STREET BOX  
CULVERT REPLACEMENT  
ROW EXHIBIT**

CITY OF CEDAR FALLS      CITY PROJECT NUMBER: BR-106-  
JUNE 2020                      AECOM PROJECT NUMBER: 6062

Date: March 08, 2022

City Cedar Falls  
Project Olive Street Box Culvert  
Replacement  
Project No. BR-106-3215  
Parcel CF 104

**REVISED OFFER TO PURCHASE**

Owner: Michael B. Geisler and Jeanette Geisler

Address: 5373 S. Hudson Road, Cedar Falls, Iowa 50613

Pursuant to federal and state regulations, the City of Cedar Falls, Iowa, presents to you a revised of \$110,000.00. This offer supersedes the previous offer made on August 12<sup>th</sup>, 2021 but does not affect the 90-day written notice presented to you with that offer.

By   
Troy King, Acquisition Agent  
Representing the City of Cedar Falls

Prepared by: ProSource Technologies, LLC., 225 2nd St. SE, Ste. 210, Cedar Rapids, Iowa 52401 (319) 289-0601  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

**CITY OF CEDAR FALLS  
REVISED OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 2016 Olive Street, Cedar Falls, Iowa 50613

COUNTY TAX PARCEL NO. 8914-13-302-007

PARCEL NO. CF 104

PROJECT NO. BR-106-3215

PROJECT NAME: Olive Street Box Culvert Replacement

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Michael B. Geisler and Jeanette Geisler, husband and wife, Sellers, and the City of Cedar Falls, Iowa, Buyer.

- 1. The Sellers agrees to sell and furnish to the Buyer a warranty deed, on form furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows:

Lot No. Six (6) in Block No. Fourteen (14) Rail Road Addition to Cedar Falls, Iowa

and which include the following improvements of whatever type situated on the premises: single family dwelling.

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Sellers consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLERS ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Sellers grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Sellers the payment amount described in the following paragraph, and when Sellers has executed and delivered a warranty deed, conveying title, or an interest in title, to the premises to Sellers, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLERS AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>100,000.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>110,000.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>7,128</u>	sq. ft.	<u>\$ 100,000.00</u>
Underlying Fee Title	_____	sq. ft.	<u>\$ _____</u>
Temporary Easement	_____	sq. ft.	<u>\$ _____</u>
Permanent Easement	_____	sq. ft.	<u>\$ _____</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ 10,000.00</u>

5. The Sellers warrants that there are no tenants on the premises holding under lease except: NONE.
  
6. This agreement shall apply to and bind the legal successors in interest of the Sellers, and the SELLERS AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.  
  
Names and address of lienholders are:       NONE
  
7. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.
  
8. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLERS WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Sellers. Buyer agrees to pay the cost of any abstract continuation. SELLERS AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
  
9. If the Sellers holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Sellers.
  
10. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Sellers and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
  
11. The Sellers shall have five years from the date of settlement 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.

SELLERS'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.

By: Michael B Geisler  
MICHAEL B. GEISLER

By: Jeanette Geisler  
JEANETTE GEISLER

1. For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on \_\_\_\_\_

March 8, 2022 (Date) by \_\_\_\_\_

Michael B. Geisler and Jeanette Geisler  
Name(s) of individual(s).

[Signature]  
Signature of notarial officer

Stamp



\_\_\_\_\_  
Title of Office

[My commission expires: May 5, 2022]

BUYER'S APPROVAL

By: \_\_\_\_\_  
ROB GREEN, Mayor (date)

By: \_\_\_\_\_  
JACQUE DANIELSEN (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
ROB GREEN, Mayor, and JACQUE DANIELSEN, City Clerk, of the City of Cedar Falls, Iowa.

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

Notary Stamp Above

### REVISED ALLOCATION OF PROCEEDS

City: Cedar Falls Project: Olive Street Box Culvert Parcel No. CF 104

\*Gross Proceeds Amount \$ 110,000.00

Name of Seller	Mailing Address	Amount (\$)
<u>Michael B. Geisler and Jeanette Geisler</u>	<u>5373 S. Hudson Road, Cedar Falls, Iowa 50613</u>	<u>\$110,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ Divided equally among all of the above

**NOTICE: IRS Regulations** require that the **entire** dollar amount of the gross proceeds must be reported to **each** seller's TIN (social security number), if the allocation statement is incomplete, not returned to the City of Cedar Falls, Iowa, or statements contain conflicting gross proceeds amounts from sellers.

\*This amount includes Total Agreement Consideration, Contingent Payment, and Scheduled Future Abstracting Payment.

**WARRANTY DEED**  
(Several Grantors)  
**Recorder's Cover Sheet**

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

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

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

**Grantors:** Michael B. Geisler and Jeanette A. Geisler

**Grantees:** City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



**WARRANTY DEED**  
(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Michael B. Geisler and Jeanette A. Geisler, husband and wife, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

Lot 6, Block 14, Rail Road Addition to Cedar Falls, Black Hawk County, Iowa.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

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

\_\_\_\_\_  
Michael B. Geisler, Grantor

\_\_\_\_\_  
Jeanette A. Geisler, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on \_\_\_\_\_ by Michael B. Geisler and Jeanette A. Geisler, husband and wife.

\_\_\_\_\_  
Signature of Notary Public

CTRL #   
C O Y Y Y Y M M # # # # #



**REAL ESTATE TRANSFER - DECLARATION OF VALUE**

Please read the instructions comprised in form 57-011 before completing and filing this form.

**Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT**

Date of Instrument (MMDDYYYY)

Enter the number matching your selection in the box at the end of the line: Deed (1) Contract (2)

Seller: Michael B. Geisler and Jeanette A. Geisler Phone Number: \_\_\_\_\_

Seller Address: 5373 S. Hudson Road City: Cedar Falls

State: Iowa ZIP: 50613 email: \_\_\_\_\_

Buyer: City of Cedar Falls, Iowa Phone Number: (319) 273-8600

Buyer Address: 220 Clay Street City: Cedar Falls

State: Iowa ZIP: 50613 email: \_\_\_\_\_

Address of Property Conveyed: 2016 Olive Street

City: Cedar Falls State: Iowa ZIP: 50613

Legal Description: See Addendum 1

**Enter the number corresponding to your selection in the box at the end of the line, if applicable.**

Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5)

Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

**DECLARATION OF VALUE STATEMENT**

1. Total Amount Paid.....  , 1 1 0 , 0 0 0 .00

2. Amount Paid for Personal Property .....  ,  ,  .00

3. Amount Paid for Real Property .....  , 1 1 0 , 0 0 0 .00

I hereby declare that the information contained in Part I of this form is true and correct.

Printed Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Buyer  or Seller  or Agent  or Attorney



**Addendum 1**

Legal Description of Property Conveyed:

Lot 6, Block 14, Rail Road Addition to Cedar Falls, Black Hawk County, Iowa.

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT**  
TO BE COMPLETED BY TRANSFEROR

**TRANSFEROR:**

Name: Michael B. Geisler and Jeanette A. Geisler  
Address: 5373 S. Hudson Road, Cedar Falls, IA 50613

**TRANSFeree:**

Name: City of Cedar Falls, Iowa  
Address: 220 Clay Street, Cedar Falls, IA 50613

Address of Property Transferred:  
2016 Olive Street, Cedar Falls, Iowa 50613

Legal Description of Property: (Attach if necessary)  
Lot 6, Block 14, Rail Road Addition to Cedar Falls, Black Hawk County, Iowa.

**1. Wells (check one)**

- There are no known wells situated on this property.  
 There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.  
 There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.  
 There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)  
 There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**5. Private Burial Site (check one)**

- There are no known private burial sites on this property.  
 There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

**6. Private Sewage Disposal System (check one)**

- All buildings on this property are served by a public or semi-public sewage disposal system.  
 This transaction does not involve the transfer of any building which has or is required by law to have a

**FILE WITH RECORDER**

**DNR form 542-0960 (July 18, 2012)**

sewage disposal system.

- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: \_\_\_\_\_.
- The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

\_\_\_\_\_

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
(Transferor)



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Benjamin Claypool, Civil Engineer II, PhD, EI

**DATE:** March 14, 2022

**SUBJECT:** College Hill Parking Lot Improvements Project  
 City Project Number: PL-101-3264  
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the College Hill Parking Lot Improvements Project.

We recommend setting Monday, April 4, 2022 at 7:00pm as the date and time for the public hearing on this project and Friday, April 8, 2022, at 2pm as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Friday, March 25, 2022. The Plans and Specifications will be ready for distribution to contractors on Tuesday, March 22, 2022 via QuestCDN (reference #8156662), allowing more than two (2) weeks of review before contract letting.

This project includes the restoration of approximately 45,126 square feet of ACC parking lots in the College Hill district. This work includes removal of existing ACC surface and placement of new HMA. Spot repairs of the curb and gutter and remarking of the pavement markings.

The total estimated cost for the construction of this project is \$150,252.20. The project will be funded by the College Hill TIF District.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the College Hill Parking Lot Improvements Project.

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

INDEX OF I.D.O.T. STANDARD ROAD PLANS	
IDENT.	DATE
TC-214	4/21/20
PM-110	4/21/20
PM-111	04/21/20
PM-120	10/21/14
TC-211	10/15/19
TC-212	4/21/20
TC-251	10/15/19
TC-252	4/21/20
PM-520	10/15/19
TC-215	10/15/19

PLAN SET NO.

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
B.01	TYPICAL DETAILS
C.01 - C.03	ESTIMATED QUANTITIES, ESTIMATE REFERENCE, GENERAL NOTES, TABULATIONS
D.01	PLAN & PROFILE
N.01	PAVEMENT MARKINGS & SYMBOLS

# CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

## PLANS FOR THE PROPOSED IMPROVEMENTS OF THE COLLEGE HILL PARKING LOT IMPROVEMENTS MILL & OVERLAY

PROJECT NO. PL-101-3264

PREPARED BY THE CITY ENGINEERING SERVICES  
DEPARTMENT OF PUBLIC WORKS  
CITY OF CEDAR FALLS, IOWA  
FEBRUARY, 2022

THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2022 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

2022 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
PV-101	4/21/20	JOINTS
PV-102	4/21/20	PCC CURB DETAILS
PV-103	4/21/20	MANHOLE BOXOUTS IN PCC PAVEMENT
SW-101	4/17/18	TRENCH BEDDING AND BACKFILL ZONES
SW-201	4/21/20	SANITARY SEWER SERVICE
SW-211	4/17/18	SPECIAL PIPE CONNECTIONS FOR STORM SEWER
SW-301	4/20/21	CIRCULAR SANITARY SEWER MANHOLE
SW-303	4/20/21	SANITARY SEWER MANHOLE OVER EXISTING SEWER
SW-401	4/20/21	CIRCULAR STORM SEWER MANHOLE
SW-402	4/21/20	RECTANGULAR STORM SEWER MANHOLE
SW-502	4/21/20	CIRCULAR SINGLE GRATE INTAKE
SW-507	4/21/20	SINGLE OPEN-THROAT INTAKE, SMALL BOX
SW-508	4/21/20	SINGLE OPEN-THROAT INTAKE, LARGE BOX
SW-509	4/21/20	DOUBLE OPEN-THROAT INTAKE, SMALL BOX
SW-510	4/21/20	DOUBLE OPEN-THROAT INTAKE, LARGE BOX
SW-514	4/17/18	BOXOUTS FOR GRATE INTAKES
SW-601	4/21/20	CASTINGS FOR SANITARY SEWER MANHOLES
SW-602	4/21/20	CASTINGS FOR STORM SEWER MANHOLES
7040.101	2021	FULL DEPTH PCC PATCHES GREATER THAN OR EQUAL TO 15' LONG
7040.102	2021	FULL DEPTH PCC PATCHES GREATER THAN 15' LONG
7040.103	10/17/17	FULL DEPTH HMA PATCHES
7040.104	10/17/17	PARTIAL DEPTH PATCHES
7030.201	10/20/15	CLASSES OF SIDEWALK
7030.204	10/20/15	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
7030.205	10/20/15	GENERAL SIDEWALK AND CURB RAMP DETAILS
7030.206	10/16/12	CURB RAMPS OUTSIDE OF INTERSECTION RADIUS
7030.207	10/16/12	CURB RAMP FOR CLASS B OR C SIDEWALK
7030.208	10/16/12	ALTERNATIVE CURB RAMP FOR CLASS B OR C SIDEWALK
7030.209	10/16/12	CURB RAMPS FOR CLASS A SIDEWALK
7030.210	10/16/12	DETECTABLE WARNING PLACEMENT
9040.119	10/21/14	SILT FENCE

LEGEND	
— G — G —	EXISTING GAS
— W — W —	EXISTING WATER
— P —	PROPOSED STORM SEWER
— SS — SS — SP — SS —	PROPOSED SANITARY SEWER
— SS — SS — SS —	EXISTING SANITARY SEWER
— S —	SUBDRAIN
— FO — FO —	FIBER OPTIC
— OHE — OHE — OHE —	OVERHEAD ELECTRIC
— RW —	RIGHT OF WAY
— E — E — E —	ELECTRIC
— C — C — C —	COMMUNICATION
— PA —	PROPERTY LINE
⊙ ⊙	LIGHT/UTILITY POLE
⊙ ⊙	HYDRANTS
⊗	WATER / GAS VALVE
1	REMOVALS
⊥	TRAFFIC SIGN
⊥	TYPE III BARRICADE (TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHTS REQUIRED FOR NIGHTTIME USE)
⊥	ORANGE PLASTIC SAFETY FENCE
○	INLET PROTECTION
○	STRAW WATTLE

RESTORATION SQUARE FOOTAGE SUMMARY		
STREET	LOCATION	SF
G LOT	22ND STREET & COLLEGE STREET	25812
J LOT	22ND STREET & OLIVE STREET	19149
N LOT	22ND STREET & OLIVE STREET	165
<b>TOTAL</b>		<b>45126</b>



**ENGINEER'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: *David Wicke* DATE: 3/14/2022  
 DAVID A. WICKE, P.E. IA. LIC. NO. 25684  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:  
 A.01, B.01, C.01-C.03, D.01, N.01

**MAYOR**  
**ROBERT GREEN**  
 COUNCIL PERSONS

Dave Sires  
 Gil Schultz  
 Susan deBuhr  
 Dustin Ganfield  
 Daryl Kruse  
 Simon Harding  
 Kelly Dunn

**CHASE SCHRAGE**  
 DIRECTOR, PUBLIC WORKS  
**DAVID A. WICKE, PE**  
 CITY ENGINEER  
**RONALD S. GAINES, PE**  
 CITY ADMINISTRATOR

SHEET NO.	A.01				
TOTAL SHEETS	7	NO.	DATE	REVISION	INIT.

COLLEGE HILL PARKING LOT IMPROVEMENTS

TITLE SHEET

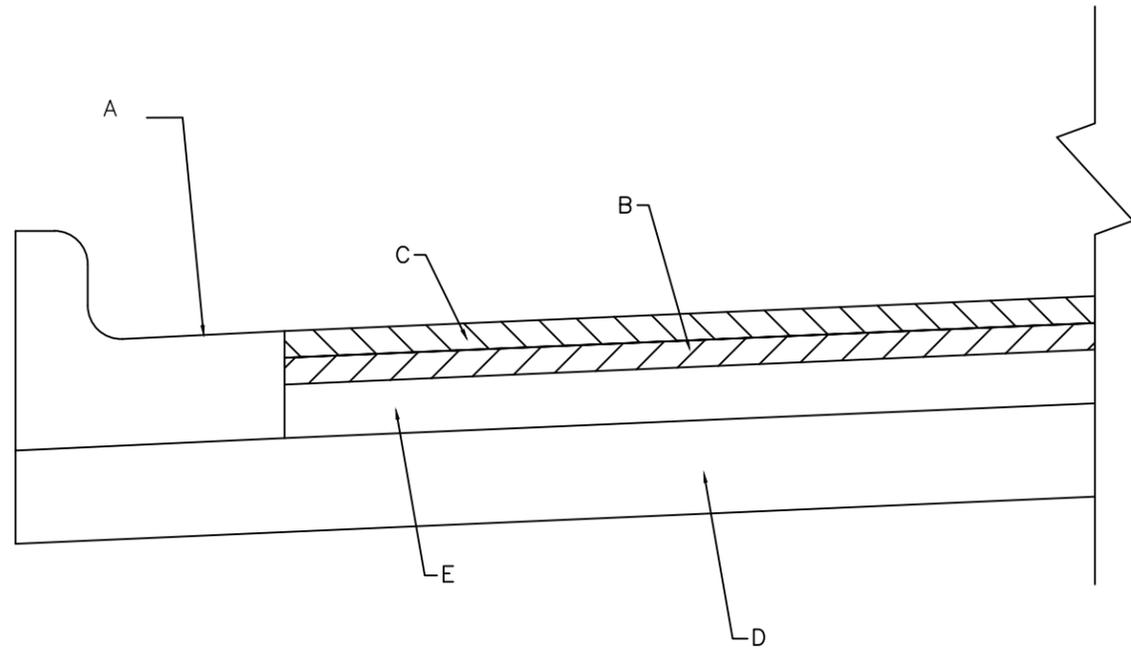
DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING SERVICES  
 CITY OF CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161

"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	
PL-101-3264	
DRAWN BY:	NRE
CHECKED BY:	DAW

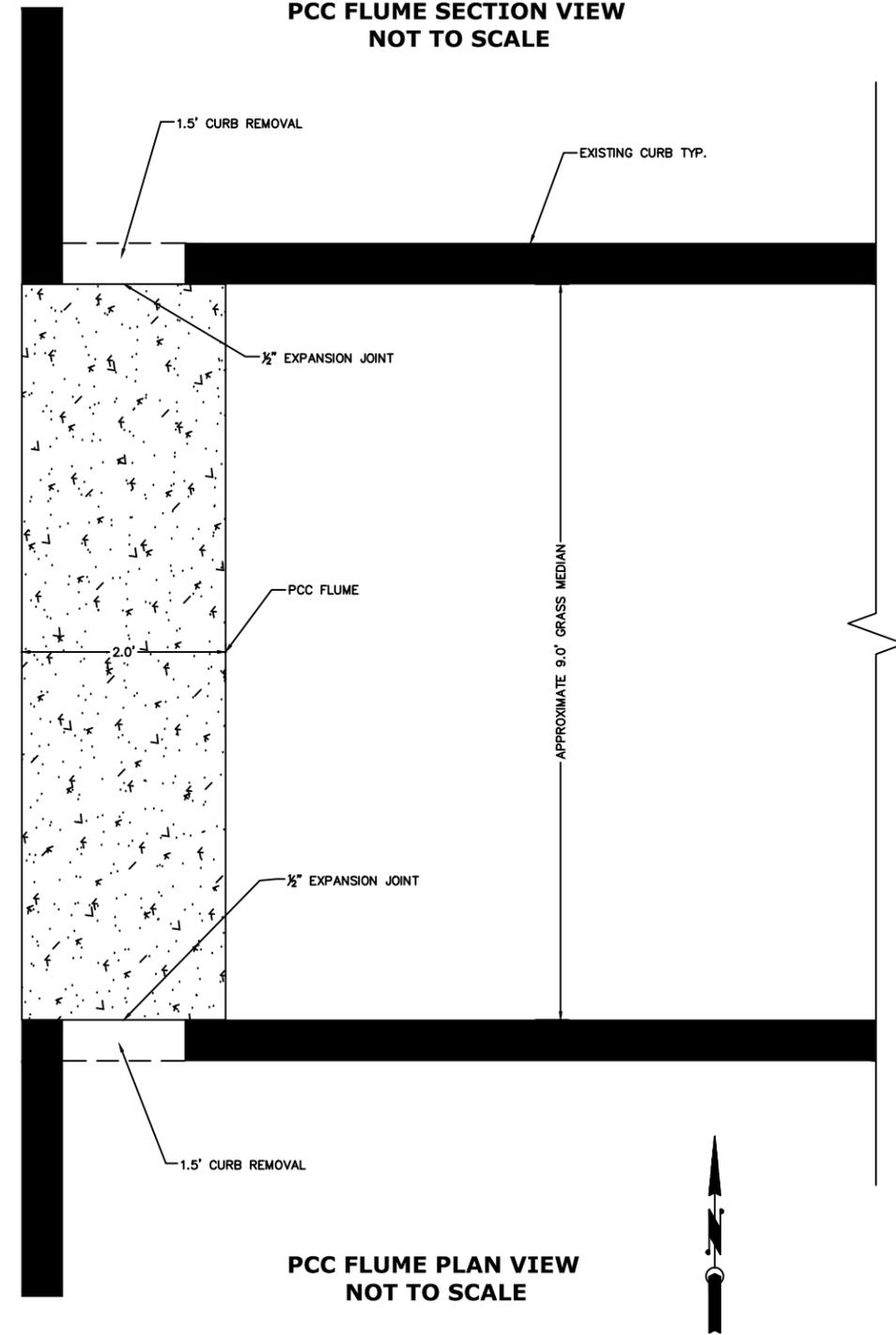
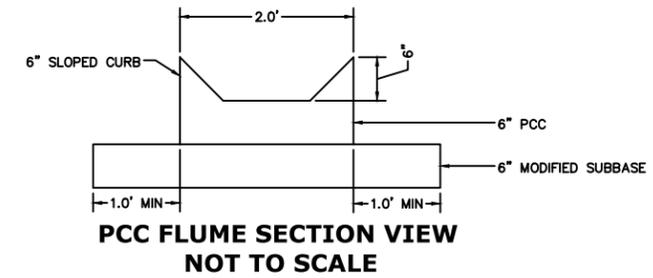
SHEET NO.	A.01
TOTAL SHEETS	7

Drawing Name: G:\users\eng\projects\College Hill Parking Lot\UPDATED\College Hill Parking Lots.dwg By: Nik Erickson February 4, 2022 - 11:07 AM



## TYPICAL MILL & OVERLAY SECTION NOT TO SCALE

- A. CURB AND GUTTER SPOT REPAIR TO MATCH ADJACENT CURBS
- B. 1 1/2" HMA BASE COURSE
- C. 1 1/2" HMA SURFACE COURSE
- D. EXISTING PAVEMENT BASE
- E. REMAING INSITU ASPHALT PAVEMENT AFTER MILLING
- F. REMOVE (MILL) 3" EXISTING HMA SURFACE ON PARKING LOTS



PCC FLUME PLAN VIEW  
NOT TO SCALE

SHEET NO.	B.01			
TOTAL SHEETS	7			
	NO.	DATE	REVISION	INIT.

COLLEGE HILL PARKING LOT IMPROVEMENTS

TYPICAL DETAILS



"OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES

CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161

CITY PROJECT NUMBER  
PL-101-3264

DRAWN BY: NRE  
CHECKED BY: DAW

SHEET NO.	B.01
TOTAL SHEETS	7

ITEM #	ITEM CODE	DESCRIPTION	ESTIMATED QUANTITIES						AS BUILT	ITEM #
			UNITS	G LOT	J LOT	N LOT	TOTAL			
1	7020-1.08-A-0	HMA OVERLAY, (ST), BASE COURSE, 1.5", PG58-28S	TON	244.3	174.2	0.0	418.5		1	
2	7020-1.08-A-0	HMA OVERLAY, (ST), SURFACE COURSE, 1.5", PG58-28S	TON	261.4	193.2	0.0	454.6		2	
3	7040-1.08-A-0	FULL DEPTH PATCH, PCC, 7" DEPTH	SY	4.0	0.0	18.3	22.3		3	
4	7040-1.08-G-0	MILLING, 3"	SY	2868.0	2127.7	0.0	4995.7		4	
5	8020-1.08-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	14.0	12.8	0.0	26.8		5	
6	8020-1.08-G-0	PAINTED SYMBOLS & LEGENDS	EACH	3.0	2.0	0.0	5.0		6	
7	8030-1.08-A-0	TRAFFIC CONTROL	LS	-	-	-	1.0		7	
8	9040-1.08-F-1	WATTLES	LF	20.0	0.0	0.0	20.0		8	
9	11-020-1.08-A-0	MOBILIZATION	LS	-	-	-	1.0		9	
10	SPECIAL	PCC CURB FLUME	LS	1.0	0.0	0.0	1.0		10	

- | ITEM # | DESCRIPTION   |
|--------|---|
| 1.     | REFER TO SHEET D.01 FOR LOCATIONS. REFER TO SHEET B.01 FOR TYPICAL SECTION. CROSS SLOPE CORRECTIONS WILL BE INCIDENTAL TO BASE COURSE.  |
| 2.     | REFER TO SHEET D.01 FOR LOCATIONS. REFER TO SHEET B.01 FOR TYPICAL SECTION. CONTRACTOR TO ENSURE ANY UTILITY SERVICE CASTINGS ARE FLUSH WITH FINAL SURFACE.   |
| 3.     | ITEM IS FOR DAMAGED CURB SECTIONS TO BE REMOVED AND REPLACED PRIOR TO ASPHALT OPERATIONS. CURB & GUTTER IS INCIDENTAL TO BID ITEM. SAWCUTTING AND REMOVAL IS INCIDENTAL TO BID ITEM. RESTORING DISTURBED TOPSOIL OR VEGETATION IS INCIDENTAL TO BID ITEM. CONTRACTOR TO PIN NEW CURB SECTIONS TO ADJACENT CURB WITH #4 REBAR AT 1' ON CENTER. JOINT SEALING INCIDENTAL TO BID ITEM. |
| 4.     | REFER TO SHEET D.01 FOR LOCATIONS. REFER TO SHEET B.01 FOR TYPICAL SECTION. EXISTING PCC C&G WILL NOT BE MILLED. ITEM WILL BE PAID PER PLAN QUANTITY.   |
| 5.     | REFER TO N.01 FOR LOCATIONS AND C.03 FOR TABULATIONS.   |
| 6.     | REFER TO N.01 FOR LOCATIONS AND C.03 FOR TABULATIONS.   |
| 7.     | ITEM IS TO BE USED FOR DURING CONSTRUCTION OPERATIONS AND LOT CLOSURES.   |
| 8.     | REFER TO SHEET D.01 FOR LOCATION. QUANTITY IS ESTIMATED, TOTAL QUANTITY WILL BE DETERMINED IN FIELD. BID ITEM INCLUDES INSTALLATION, MAINTENANCE, & REMOVAL WHEN DIRECTED BY CITY ENGINEER.   |
| 9.     | REFER TO SUDAS SECTION 11.020.  |
| 10.    | REFER TO DETAIL ON SHEET B.01 FOR TYPICAL SECTION OF FLUME. ADJACENT CURBS MAY BE SAWED OFF FLUSH WITH GUTTER FOR REMOVAL OR COMPLETELY REMOVED AND POURED BACK. MODIFIED SUBBASE INCIDENTAL TO BID ITEM. JOINT SEALING INCIDENTAL TO BID ITEM.   |

SHEET NO.	C.01			
TOTAL SHEETS	7	NO.	DATE	REVISION
				INIT.

COLLEGE HILL PARKING LOT IMPROVEMENTS

ESTIMATED QUANTITIES



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	PL-101-3264
DRAWN BY:	NRE
CHECKED BY:	DAW

SHEET NO.	C.01
TOTAL SHEETS	7

1. PROJECT SCHEDULE – THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJECT.
2. DURING CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR OPERATIONS WITH THOSE OF OTHER CONTRACTORS WORKING WITHIN THE SAME AREA ON THE FOLLOWING PROJECTS.
3. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT – THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS & CITY OWNED PROPERTY UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.
4. ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS OR BUSINESS ACCESS WHICH ENTER UPON THE AREA IS TO BE RESURFACED SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS PRIOR TO ANY WORK BEING DONE.
5. THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE, CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.
7. UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.  
  
THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:  
1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.  
2. DISPOSE OF IN A LICENSED LANDFILL.
8. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
9. THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT. ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
10. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
11. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
12. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY.
13. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
14. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.  
  
IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.
15. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
16. PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.
17. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.
18. CURING COMPOUNDS USED SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATIONS, SECTION 7010-2.02-M.
19. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE-HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.
20. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THAT THE PROFILES SHOWN ON THE PLANS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
21. THE CITY WILL FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF REPLACING THEM.
22. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE.
23. UTILITIES – THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.
24. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

25. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989).  
UTILITY CONTACT PERSON  
  
CEDAR FALLS UTILITIES: JERALD LUKENSMEYER 1-319-266-1761  
CENTURYLINK: DENNIS LONG 1-319-538-7215  
MEDIACOM: KEVIN PARKER 1-319-240-4987  
WATER RECLAMATION: MIKE NYMAN 1-319-273-8633
26. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.
27. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T. SPECIFICATIONS.
28. EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND DELIVERED TO CEDAR FALLS TRANSFER STATION AT 16TH STREET AND STATE STREET. PRIVATE SIGNS SHALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
29. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT. CONTRACTOR SHALL SCHEDULE THEIR WORK ACCORDINGLY.  
  
MAY 13, 2022 – UNI CLASSES END  
JUNE 3, 2022 – LAST DAY OF SCHOOL C.F. PUBLIC SCHOOLS (TENTATIVE)  
JUNE 24-26, 2022 – STURGIS FALLS DAYS CELEBRATION  
AUGUST 22, 2022 – C.F. PUBLIC SCHOOLS RESUME (TENTATIVE)  
AUGUST 22, 2022 (MON.) – UNI CLASSES RESUME  
UNI HOMECOMING – OCTOBER 15, 2022
30. LOCATIONS OF EXISTING SANITARY SEWER IS BASED ON BEST AVAILABLE CITY RECORDS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.
31. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL.
32. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS.
33. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2022 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.
34. PRIMER OR TACK COAT BITUMEN WILL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT AND WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. WHEN USING TACK, THE FOLLOWING RATES ARE SPECIFIED:  
BEFORE OTHER COURSES ARE PLACED: (UNDILUTED RATE) 0.02 TO 0.05 GAL./SQ. YD. VERTICAL FACE OF EXPOSED, LONGITUDINAL JOINTS: 0.10 TO 0.15 GAL./SQ. YD. WITHIN 2 VERTICAL FEET OF HEADWALLS OF CULVERTS AND CURBS OR HANDRAILS OF BRIDGES: 0.10 GAL./S.Y. APPROVED TACKS: CSS-1 OR CSS-1H.
35. ASPHALT BINDER PG-58-28S OR 58-28H, WHICHEVER IS APPROPRIATE FOR (ST) OR (HT) HOT MIX ASPHALT, AS CALLED FOR IN THESE PLANS, SHALL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION. CERTIFIED PLANT INSPECTION SHALL BE DONE AS PER STANDARD SPECIFICATION SECTION 7020-3.06 A.3 AND 3.06 B.5 FOR ALL HMA ITEMS.
36. CONTRACTOR SHALL PROVIDE A PORTABLE TOILET.

SHEET NO.	C.02			
TOTAL SHEETS	7			
		NO.	DATE	REVISION
				INIT.

COLLEGE HILL PARKING LOT IMPROVEMENTS

GENERAL NOTES



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	PL-101-3264
DRAWN BY:	NRE
CHECKED BY:	DAW

SHEET NO.	C.02
TOTAL SHEETS	7

Drawing Name: G:\users\eng\projects\College Hill Parking Lot\UPDATED College Hill Parking Lots.dwg  
By: Nik Erickson  
February 4, 2022 - 11:07 AM

PAINTED SYMBOLS & LEGENDS (8020-108-G-0)				
STREET	LOCATION	LINES TYPES PER IDOT STANDARD ROAD PLAN PM-111	NOTES	UNIT(STA.)
G LOT	ENTIRE PARKING LOT	WPSB	WHEELCHAIR PARKING SYMBOL (BLUE)	3.0
J LOT	ENTIRE PARKING LOT	WPSB	WHEELCHAIR PARKING SYMBOL (BLUE)	2.0

PAVEMENT MARKINGS, PAINTED (8020-108-B-0)				
STREET	LOCATION	LINES TYPES PER IDOT STANDARD ROAD PLAN PM-110	NOTES	UNIT(STA.)
G LOT	ENTIRE PARKING LOT	SLW4	SOLID LANE LINE (WHITE) 4"	14.00
J LOT	ENTIRE PARKING LOT	SLW4	SOLID LANE LINE (WHITE) 4"	12.80

SHEET NO.	C.03				
TOTAL SHEETS	7				
	NO.	DATE	REVISION	INIT.	

COLLEGE HILL PARKING LOT IMPROVEMENTS

TABULATIONS



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	PL-101-3264
DRAWN BY:	NRE
CHECKED BY:	DAW

SHEET NO.	C.03
TOTAL SHEETS	7



**LEGEND**

- MILL & OVERLAY
- EXISTING PCC C&G TO REMAIN
- EXISTING PCC TO REMAIN
- FULL DEPTH PATCH
- PCC FLUME
- WATTLE

SHEET NO.	D.01			
TOTAL SHEETS	7			
	NO.	DATE	REVISION	INIT.

**COLLEGE HILL PARKING LOT IMPROVEMENTS**

**PLAN & PROFILE  
PARKING LOTS**


**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES**  
 CITY OF CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161  
 "OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	PL-101-3264	SHEET NO.	D.01
DRAWN BY:	NRE	TOTAL SHEETS	7
CHECKED BY:	DAW		



SHEET NO.	N.01			
TOTAL SHEETS	7			
	NO.	DATE	REVISION	INIT.

COLLEGE HILL PARKING LOT IMPROVEMENTS

PAINTED PAVEMENT MARKINGS

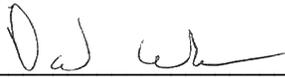

 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING SERVICES  
 CITY OF CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161  
 "OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	PL-101-3264	SHEET NO.	N.01
DRAWN BY:	NRE	TOTAL SHEETS	7
CHECKED BY:	DAW		

Drawing Name: G:\users\eng\projects\College Hill Parking Lot\UPDATED College Hill Parking Lots.dwg  
 By: Nik Erickson  
 February 4, 2022 - 11:07 AM

PROJECT MANUAL  
FOR  
COLLEGE HILL PARKING LOT IMPROVEMENTS  
PROJECT

Project PL-101-3264  
Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p> Date: <u>3/14/2022</u> David Wicke, P.E. Iowa License No. 25684 My license renewal date is December 31, 2022 Pages or sheets covered by this seal: <u>1-27.</u></p>

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**DIVISION 2 – Standard Specifications**

The City of Cedar Falls has adopted the 2022 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City’s Standard Specification.

This Standard Specification is amended by the “City of Cedar Falls” Supplemental Specifications to the Iowa SUDAS.

Links to both documents can be found on the City’s website at:  
[www.cedarfalls.com/designstandards](http://www.cedarfalls.com/designstandards)

**DIVISION 3 – Special Provisions**

SPECIAL PROVISIONS 26

## NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE **COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT** IN THE CITY OF CEDAR FALLS, IOWA

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated Total Cost for the construction of the **COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT** in said City at 7:00 p.m. on the 4th day of April 2022, said meeting to be held at the Community Center, 528 Main Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or Estimated Total Cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

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

Jacqueline Danielsen, MMC

City Clerk

## NOTICE TO BIDDERS

### CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT

### COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT

Time and Place for Filing Sealed Proposals: Proposals will only be accepted electronically on the Quest CDN website before 2:00 p.m. on the 8<sup>th</sup> of April, 2022.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be publicly opened online at 2:00 p.m. on the 8<sup>th</sup> of April, 2022, at [www.questcdn.com](http://www.questcdn.com), for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 18th of April, 2022, or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All work shall be completed within fifteen (15) working days. Working days will be accumulated concurrently from the date set forth in the written Notice to Proceed. A scanned copy of the Bid Bond must be included with the online bid submitted at [www.questcdn.com](http://www.questcdn.com).

Bid Security: Each Form of Proposal shall be accompanied by a bid security as defined in the Instructions to Bidders- Division 1 Section 05.

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Tuesday, February 22nd, 2022 at no cost by clicking on the "Bid Opportunities" Link at [www.cedarfalls.com](http://www.cedarfalls.com) and choosing the **College Hill Parking Lot Improvements Project** from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at [www.questcdn.com](http://www.questcdn.com). If required, hard copies of the project documents may be obtained from the City Engineer's office, 220 Clay Street, Cedar Falls, Iowa, 50613 upon request.

**Contact Ben Claypool for document distribution or any questions via phone: 8156662.**

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of

preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

Project Description: This project includes the restoration of approximately 45,126 square feet of ACC parking lots in the College Hill district. This work includes removal of existing ACC surface and placement of new HMA. Spot repairs of the curb and gutter and remarking of the pavement markings.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA  
BY: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

## **Instructions to Bidders**

The work comprising the COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT shall be constructed in accordance with the 2022 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

### **01 Definition and Terms**

*Add the following to Standard Specification Section 1010 – 1.03:*

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT

Project No. PL-101-3264

### **02 Qualification of the Bidder**

*Add the following to Standard Specification Section 1020 – 1.01:*

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not

the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

### **03 Contents of the Proposal Forms**

*Add the following to Standard Specification Section 1020 – 1.02:*

Plans, specifications, and proposal forms may be obtained from the office of the City Engineer. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

### **04 Taxes**

*Add the following to Standard Specification Section 1020 – 1.08:*

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

### **05 Submission of the Proposal, Identity of Bidder and Bid Security**

*Add the following to Standard Specification Section 1020 – 1.12:*

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The bid security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls”.

“Miscellaneous Bank checks”, as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as “Form of Proposal,” followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature, and title. Also the total bid shall be completed with the entry of "see attached."

The proposal shall be submitted in a sealed envelope separate from the bid security, bidders status form and non-collusion Affidavit. The envelope shall bear the return address of the bidder and shall be addressed as follows:

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

Proposal for: COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT  
Project No. PL-101-3264

**FORM OF PROPOSAL  
COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT  
NO. PL-101-3264  
CITY OF CEDAR FALLS, IOWA**

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

The undersigned hereby certifies that \_\_\_\_\_ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	HMA OVERLAY, (ST), BASE COURSE, 1.5", PG58-28S	TON	418.5
2	HMA OVERLAY, (ST), SURFACE COURSE, 1.5", PG58-28S	TON	454.6
3	FULL DEPTH PATCH, PCC, 7" DEPTH	SY	22.3
4	MILLING, 3"	SY	4995.7
5	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	26.8
6	PAINTED SYMBOLS & LEGENDS	EACH	5.0
7	TRAFFIC CONTROL	LS	1.0
8	WATTLES	LF	20.0
9	MOBILIZATION	LS	1.0
10	PCC CURB FLUME	LS	1.0

**TOTAL CONSTRUCTION BASE BID: \$ \_\_\_\_\_**

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-10). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

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

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

Bid Security in the sum of \_\_\_\_\_ in the form of \_\_\_\_\_, is submitted herewith in accordance with the Instructions to Bidders.

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

The bidder has received the following Addendum or Addenda:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

The bidder has filled in all blanks on this Proposal.

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

Name of bidder

\_\_\_\_\_

By \_\_\_\_\_

Official Address \_\_\_\_\_

Title \_\_\_\_\_

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the  
penal sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_) lawful money of the United  
States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and  
successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid  
dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
Principal (Seal)

By \_\_\_\_\_ (Title)

\_\_\_\_\_  
Surety (Seal)

By \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Bidder Status Form**

**To be completed by all bidders** **Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders** **Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by non-resident bidders** **Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

\_\_\_\_\_  
\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders** **Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

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

**You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.**

309-6001 02-14

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14



### FORM OF CONTRACT

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

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT, Project No. PL-101-3264 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 4th day of April 2022, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. PL-101-3264 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

- n. Notice to Proceed
- o. Change Order
- p. Drawings prepared by Snyder & Associates, Inc. numbered A.1 through X.3 and dated Month Day, Year
- q. Non-collusion Affidavit of Prime Bidder
- r. Bidders Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor therefore the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

\_\_\_\_\_  
Contractor

CITY OF CEDAR FALLS, IOWA

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

Attest: Jacqueline Daniels, MMC  
City Clerk

# Performance, Payment and Maintenance Bond

SURETY BOND NO. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the “Contractor” or “Principal” and \_\_\_\_\_ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

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

## **COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT Project PL-101-3264**

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

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

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

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

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

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

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

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

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

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

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

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

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

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

Project No. PL-101-3264

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Title

**SURETY:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Company Address

By: \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Company Name

**FORM APPROVED BY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Attorney for Owner

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
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.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

Project: COLLEGE HILL PARKING LOT  
IMPROVEMENTS PROJECT  
PL-101-3264  
Cedar Falls, Iowa

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, **2022**, within ten (10) calendar days of \_\_\_\_\_, **2022** and you are to complete the WORK as follows: furnish all labor, material and equipment necessary for construction of the COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT.

City of Cedar Falls, Iowa  
\_\_\_\_\_  
(OWNER)

By \_\_\_\_\_  
Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_

Title \_\_\_\_\_

## **DIVISION 1 – Cedar Falls Supplemental Specifications**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

### **01 Award of Contract**

*Add the following to Standard Specification Section 1030 – 1.03:*

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

### **02 Protection of Line and Grade Stakes**

*Add the following to Standard Specification Section 1050 – 1.10:*

The Contractor shall notify the Engineer at least 48 hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor will be charged for the cost of replacing them.

### **03 Borrow and Waste Sites**

*Add the following to Standard Specification Section 1070 – 2.13:*

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all proposed disposal sites and determine the acceptability of each. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

### **04 Subletting or Assignment of Contract**

*Add the following to Standard Specification Section 1080 – 1.01:*

The Contractor's own organization shall perform work amounting to not less than thirty five (35%) percent of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

## **05 Contract Time**

*Modify or add the following to Standard Specification Section 1080 – 1.02:*

The work on the Contract shall commence ten calendar days after the date set forth in the written Notice to Proceed and shall be completed within fifteen (15) working days as set forth in the written Notice to Proceed.

## **06 Work Progress and Schedule**

*Add the following to Standard Specification Section 1080 – 1.03:*

The progress of the work shall be such that at the expiration of one-fourth of the working days, one-eighth of the work shall be completed; at the expiration of one-half of the working days, three-eighths of the work shall be completed; at the expiration of three-fourths of the working days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the working days.

Work shall not begin before 7:00 a.m. and shall stop at sunset.

## **07 Liquidated Damages**

*Add the following to Standard Specification Section 1080 – 1.12:*

Liquidated damages in the amount of one thousand (\$1000.00) dollars per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

## **08 Progress Payments and Vouchers**

*Add the following to Standard Specification Section 1090 – 1.01:*

Pay estimates will be submitted to the City Council for approval on the First and Third Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

See Division 2 – Special Provisions Section 06- Contract time for liquidated damages for Intermediate working days.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the last month's payment for a period of

ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid in full.

## **09**    **METHOD OF MEASUREMENT**

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT in accordance with the 2022 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications.

## **10**    **BASIS OF PAYMENT**

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2022 edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2022 edition of the SUDAS.

## DIVISION 3 – Special Provisions

All work shall be constructed as specified in the Contract documents for the College Hill Parking Lot Improvements Project in accordance with the 2022 Edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the Iowa SUDAS, except as amended or supplemented as follows:

### Item No. 10 – PCC Curb Flume

Bid item includes all items and work necessary to complete installation of curb

ENGINEER'S ESTIMATE					
2022 COLLEGE HILL PARKING LOT IMPROVEMENTS PROJECT					
PL-101-3264					
ITEM#	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	HMA OVERLAY, (ST), BASE COURSE, 1.5", PG58-28S	TON	418.5	\$ 120.00	\$ 50,220.00
2	HMA OVERLAY, (ST), SURFACE COURSE, 1.5", PG58-28S	TON	454.6	\$ 120.00	\$ 54,552.00
3	FULL DEPTH PATCH, PCC, 7" DEPTH	SY	22.3	\$ 150.00	\$ 3,345.00
4	MILLING,3"	SY	4995.7	\$ 6.00	\$ 29,974.20
5	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	26.8	\$ 45.00	\$ 1,206.00
6	PAINTED SYMBOLS & LEGENDS	EACH	5.0	\$ 75.00	\$ 375.00
7	TRAFFIC CONTROL	LS	1.0	\$ 1,000.00	\$ 1,000.00
8	WATTLES	LF	20.0	\$ 4.00	\$ 80.00
9	MOBILIZATION	LS	1.0	\$ 7,000.00	\$ 7,000.00
10	PCC CURB FLUME	LS	1	\$ 2,500.00	\$ 2,500.00
				TOTAL ESTIMATE	\$ 150,252.20



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor Robert M. Green and City Council  
**FROM:** Karen Howard, AICP, Planning & Community Services Manager  
**DATE:** March 14, 2022  
**SUBJECT:** Zoning Code Text Amendment – Allowing Daycare in M1 District (TA22-002)

#### Background

The City recently received an inquiry about expansion of an existing daycare center located on Nordic Drive in the M-1, Light Industrial District. After reviewing the zoning code to determine the standards and requirements for the proposed expansion, staff noticed that daycare uses are not an allowed use in the M1 Zoning District. The first item on the list of permitted uses in the M-1 District is “any use permitted in the C-3 District, except that no occupancy permit shall be issued for any dwelling, school, hospital, clinic, or other institution for human care, except where incidental to a permitted principal use. Apparently, when the daycare center was built in 1999 staff did not notice that “institutions for human care” were excluded from the M-1 Zoning District. Since the use was not allowed when it was established, it has no rights to continue or to expand. The owner’s representative has submitted a letter (attached) requesting consideration of a zoning code text amendment to allow daycare centers in the M-1 Light Industrial District.

#### Analysis

In the City’s 2019-2023 Consolidated Plan, which characterizes the current needs in the community for housing, safe and livable neighborhoods, public services, and opportunities for employment, daycare services were listed as a critical need in the community. Convenient access to quality daycare is essential to support the workforce in Cedar Falls and to attract new employers. The City’s industrial and technology parks are some of the largest employment centers in the community. Locating daycare centers in these areas helps to reduce travel times and provides more flexibility in work schedules.

Zoning ordinances, particularly older zoning ordinances, often focus on the separation of land uses; in this case separating industrial uses from certain other uses. However, staff finds there are a number of reasons that allowing daycare uses in the light industrial zone is unlikely to be a concern.

- The M-1 Zone already allows a wide variety of uses, including office, retail, fitness centers, restaurants and other uses where people may often bring their children.
- The M-1 Zone is a light industrial zone intended for clean industry. The ordinance states that “no use shall be permitted or maintained which by reason of its nature or manner of operation is or may become hazardous, noxious or offensive owing to the emission of odor, dust, smoke,

cinders, gas, fumes, noise, vibrations, refuse matter or water-carried waste.” These standards will help prevent nuisances and unhealthy conditions for daycare centers.

- Market factors will discourage daycare uses from locating where clients are unlikely to bring their children.
- Daycare uses are already allowed if accessory to an existing business in the M1 District. In other words, any industrial use could have an in-house daycare.
- A daycare has been operating on this particular site in the M-1 District since 1999 without any issues of concern.

**Discussion of Solutions**

In order to allow daycare centers in the M-1 Zone, the zoning ordinance must be amended. Reasonable standards must be established for a daycare center within the context of the M-1 Zone. Staff recommends that the following changes be considered:

- *Amend paragraph (1)a. within Section 26-173, M-1 Light Industrial District, as follows (underlined text is new language. Other language remains the same):*

(1) *Principal permitted uses.* Permitted principal uses are as follows:

- a. Any use permitted in the C-3 district, except that no occupancy permit shall be issued for any dwelling, school, hospital, clinic or other institution for human care, except:
  - i. Where said use is incidental to a permitted principal use; and
  - ii. Daycare uses, with the following standards: Outdoor play areas shall not be located in the required front yard and must be set back a minimum of 10 feet from side and rear lot lines and fenced and screened from abutting properties with trees or shrubbery to achieve a continuous visual screen that at maturity reaches a minimum 6 feet in height.

- *Add a row for daycare uses to the dimensional standards table in paragraph (5) of Section 26-173, as follows:*

Use	Front Yard depth	Side yard width	Rear yard depth
<u>Daycare</u>	<u>25 feet</u>	<u>10 feet</u>	<u>25 feet</u>

**RECOMMENDATION:**

At the Planning and Zoning Commission meeting on March 9, 2022, the Commission voted unanimously to recommend approval of amendments to allow daycare uses in the M-1 Light Industrial Zone as outlined in the staff report above.

Staff recommends that City Council set a public hearing for the April 4 Council meeting to consider the aforementioned ordinance amendments.

## PLANNING & ZONING COMMISSION DISCUSSION

Discussion  
2/23/2022

The next item for consideration by the Commission was a zoning text amendment for daycare uses in the M-1, Light Industrial District. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that the City received an inquiry regarding an expansion of a daycare that is currently in the M-1 district. After investigation it was found that the building was built in 1999 and the daycare was established sometime thereafter. However, daycare uses are not an allowed use in that district and the daycare has asked if there is a way to allow them to expand and continue to operate in that location. Upon analysis, there is a critical need for daycare services in the community. The City's Industrial and Technology Parks are large centers of employment and there is a need for daycare services in locations convenient to employment centers.

Ms. Howard discussed a number of reasons that allowing daycare uses may not be problematic. She noted that the zone is intended for light industrial uses, not heavy industrial, so does not allow uses that create lots of dust, odors, noise, and other nuisances that might be found in a heavy industrial area. In addition to light industrial, the zone allows a variety of general commercial uses, such as restaurants and offices where people are likely to bring their children. She also noted that daycare uses are currently allowed if they are an accessory to an existing business, i.e. an in-house daycare. The specific daycare being discussed serves as a case study and she noted that there have been no issues of concern over the 20 years it has been operating.

Ms. Howard discussed some suggested standards to consider with regard to changing the ordinance. Staff recommends discussion of the petition to allow daycare uses in the M-1 District and setting a public hearing date for March 9 for formal consideration and recommendation to Council.

Ms. Lynch stated that there is a need for daycare in the Cedar Valley and would like there to be more options for families in the area. Ms. Moser agreed.

Ms. Lynch made a motion to set a public hearing. Ms. Moser seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Hartley, Leeper, Lynch, Moser and Saul), and 0 nays.

Public Hearing  
3/9/2022

Ms. Howard introduced the item to consider amendments to the zoning code to allow daycare uses in the M-1 Light Industrial Zone. Mr. Leeper opened the public hearing. No comments were received at the public hearing. Ms. Lynch made a motion to approve the amendments. Ms. Saul seconded the motion. Ms. Lynch noted the need in the community for daycare services and stated her support for expanding opportunities. Ms. Moser agreed that daycare services are needed close to employment centers. As there was no more discussion, Mr. Leeper asked for a roll call vote. On a unanimous vote, the Commission recommended approval of the zoning code amendments to allow daycare uses in the M-1 Light Industrial Zone.

February 8, 2022

**align**

architecture & planning

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

Re: Community United Child Care Center  
Nordic Drive, Cedar Falls

Dear Karen,

Based on our recent conversations we would like to request that the city consider amending the current M-1 zoning district to allow for child care facilities. As we have discussed the existing Community United Care Center (CUCCC) on Nordic Drive has been a child care facility in the M-1 District for many decades as the building was used by Head Start providing child care at this location prior to CUCCC using it for their current child care facility. CUCCC would like to expand their building and services at this location to help address the shortage child care in our area.

CUCCC has just received grant funding from the state to expand their operations at this location. The grant does require some significant progress be made by June 30, 2022 so we would like to move forward as quickly as possible with an amendment if it is going to happen so that CUCCC can take advantage of the state grants.

Amending the M-1 district to allow child care facilities will be a benefit to all the typical uses that occur in this district. Having child care available in this zoning is a convenience for workers and saves time and travel by having child care near by peoples place of work. The child care function in this zoning will not be a detriment to any of the other allowed uses in the M-1 zoning. Child care providers being located in the M-1 zoning is a distinct amenity to all in the area by providing a much needed service.

This would also give large employers in the area the ability to provide separate on site child care facilities that could also benefit their employee recruitment and retention.

We feel this a beneficial amendment to the M-1 zoning district and request that you move forward with the processes necessary to amend the M-1 zoning district to allow child care as an approved use.

Sincerely,  
Align Architecture & Planning, PLC

Jacob Bauer, AIA

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Luke Andreasen, PE, Principal Engineer

**DATE:** March 11, 2022

**SUBJECT:** Updates to City Code Section 7-196  
Discharge of Stormwater or Groundwater into City Sanitary Sewer System

The current City Code exempts pre-1969 buildings from the requirement to remove all stormwater and groundwater connections to the sanitary sewer. As explained at the March 7, 2022 Committee of the Whole Meeting, multiple overflows at the Park Drive Lift Station during wet weather has made it necessary to investigate all private connections to the sanitary sewer in the North Cedar Heights area. This will require changing the current City Code.

The Engineering Division of the Public Works Department is proposing changes to City Code Section 7-196, *Discharge of Stormwater or Groundwater into City Sanitary Sewer System*, to no longer exempt pre-1969 buildings from being required to disconnect stormwater and groundwater connections. Please see the attached redline changes for City Code Section 7-196, *Discharge of Stormwater or Groundwater into City Sanitary Sewer System*.

This change to City Code will allow the Engineering Division to address the Infiltration and Inflow problem in the Park Drive Lift Station Sewershed as part of the upcoming 5-year road reconstruction project in the North Cedar Heights area.

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. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 7-196, DISCHARGE OF STORMWATER OR GROUNDWATER INTO CITY SANITARY SEWER SYSTEM, OF DIVISION 2, PROHIBITION ON DISCHARGE OF STORMWATER AND GROUNDWATER TO CITY SANITARY SEWER, IN ARTICLE V, PLUMBING REGULATIONS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ELIMINATING THE EXCEPTION TO PROHIBITION OF DISCHARGE OF STORMWATER INTO THE SANITARY SEWER SYSTEM FOR DWELLINGS, BUILDINGS OR OTHER STRUCTURES FOR WHICH BUILDING PERMITS WERE ISSUED ON FEBRUARY 10, 1969, OR EARLIER.

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

Section 7-196, Discharge of Stormwater or Groundwater into City Sanitary Sewer System, of Division 2, Prohibition on Discharge of Stormwater and Groundwater to City Sanitary Sewer, of Article V, Plumbing Regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-196, Discharge of Stormwater or Groundwater into City Sanitary Sewer System is enacted in lieu thereof, as follows:

**Sec. 7-196. - Discharge of stormwater or groundwater into city sanitary sewer system**

The discharge of water from any roof, surface, ground, sump pump, footing tile or from any other natural precipitation source into the city sanitary sewer collection system has the potential to cause damage to property and to overload the city wastewater collection, conveyance and treatment system. Such discharge may result in the backup of sewage into living quarters of residential dwellings, or into other buildings or structures in the city, thereby creating a potential public health hazard, and potentially exceeding the capacity of the city wastewater collection, conveyance and treatment system. Therefore, the city finds that it is essential to the maintenance of public health, safety, comfort, and welfare, to the minimization of damage to property, and to the maintenance of the functioning and capacity of the city wastewater collection, conveyance and treatment system, that the provisions of this division be strictly enforced. ~~Since Ordinance No. 1275 was adopted on February 10, 1969, this Code has prohibited the discharge of stormwater from any dwelling, building or other structure into the city's sanitary sewer system. The provisions of this division shall apply to every dwelling, building or other structure in the city, for the construction of which a city building permit was issued after February 10, 1969.~~

INTRODUCED: \_\_\_\_\_

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 Daniels, MMC, City Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 7-196, DISCHARGE OF STORMWATER OR GROUNDWATER INTO CITY SANITARY SEWER SYSTEM, OF DIVISION 2, PROHIBITION ON DISCHARGE OF STORMWATER AND GROUNDWATER TO CITY SANITARY SEWER, IN ARTICLE V, PLUMBING REGULATIONS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ELIMINATING THE EXCEPTION TO PROHIBITION OF DISCHARGE OF STORMWATER INTO THE SANITARY SEWER SYSTEM FOR DWELLINGS, BUILDINGS OR OTHER STRUCTURES FOR WHICH BUILDING PERMITS WERE ISSUED ON FEBRUARY 10, 1969, OR EARLIER.**

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

Section 7-196, Discharge of Stormwater or Groundwater into City Sanitary Sewer System, of Division 2, Prohibition on Discharge of Stormwater and Groundwater to City Sanitary Sewer, of Article V, Plumbing Regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-196, Discharge of Stormwater or Groundwater into City Sanitary Sewer System is enacted in lieu thereof, as follows:

**Sec. 7-196. - Discharge of stormwater or groundwater into city sanitary sewer system**

The discharge of water from any roof, surface, ground, sump pump, footing tile or from any other natural precipitation source into the city sanitary sewer collection system has the potential to cause damage to property and to overload the city wastewater collection, conveyance and treatment system. Such discharge may result in the backup of sewage into living quarters of residential dwellings, or into other buildings or structures in the city, thereby creating a potential public health hazard, and potentially exceeding the capacity of the city wastewater collection, conveyance and treatment system. Therefore, the city finds that it is essential to the maintenance of public health, safety, comfort, and welfare, to the minimization of damage to property, and to the maintenance of the functioning and capacity of the city wastewater collection, conveyance and treatment system, that the provisions of this division be strictly enforced.

INTRODUCED: \_\_\_\_\_ March 21, 2022 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

**ATTEST:**

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

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

# Daily Invoices for Council Meeting 03/21/22

Item 22.

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ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	
FUND 101 GENERAL FUND										
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE										
1311		08/22 AP	02/24/22	0006070		IOWA DEPT.OF REVENUE	1,250.54			03/02/22
						RECREATION				
1311		08/22 AP	02/09/22	0006069		IOWA DEPT.OF REVENUE	1,115.69			03/02/22
						RECREATION				
						SEMI MONTHLY SALES TAX				
						SEMI MONTHLY SALES TAX				
						ACCOUNT TOTAL	2,366.23	.00	2,366.23	
101-1008-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1311		08/22 AP	02/15/22	0006073		ISOLVED BENEFIT SERVICES, INC	34.80			03/02/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	34.80	.00	34.80	
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1311		08/22 AP	02/15/22	0006073		ISOLVED BENEFIT SERVICES, INC	100.00			03/02/22
						HEALTH INS. REIMBURSEMENT				
1311		08/22 AP	02/15/22	0006073		ISOLVED BENEFIT SERVICES, INC	217.77			03/02/22
						HEALTH INS. REIMBURSEMENT				
1311		08/22 AP	02/15/22	0006073		ISOLVED BENEFIT SERVICES, INC	13.32			03/02/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	331.09	.00	331.09	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
1311		08/22 AP	02/28/22	0006065		FARMERS STATE BANK	12.00			03/02/22
						MIDWEST CD				
1311		08/22 AP	02/23/22	0006064		FARMERS STATE BANK	20.00			03/02/22
						VOYA OUGOING WIRE				
						02/25/22 PAYROLL				
1311		08/22 AP	02/09/22	0006063		FARMERS STATE BANK	20.00			03/02/22
						VOYA OUTGOING WIRE				
						02/11/22 PAYROLL				
						ACCOUNT TOTAL	52.00	.00	52.00	
101-1038-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1311		08/22 AP	02/15/22	0006073		ISOLVED BENEFIT SERVICES, INC	63.98			03/02/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	63.98	.00	63.98	
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105										
1311		08/22 AP	02/08/22	0006074		ISOLVED BENEFIT SERVICES, INC	714.15			03/02/22
						CAFE ADMIN FEE-JAN'22				
						ACCOUNT TOTAL	714.15	.00	714.15	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1311		08/22 AP		02/02/22	0006092	PROFESSIONAL SOLUTIONS	17.18			03/02/22
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	17.18	.00	17.18	
101-1118-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1518		09/22 AP		02/03/22	0396802	GAINES, RON	207.09			03/03/22
						RMB:MILEAGE-1/3-2/3/22				
						01/03-02/03/22				
						ACCOUNT TOTAL	207.09	.00	207.09	
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES				
1588		09/22 AP		03/07/22	0396805	BLACK HAWK CO.RECORDER	7.00			03/09/22
						RCD:LIEN RELEASE				
						M.PORTER-234 CLARK DR				
1588		09/22 AP		03/07/22	0396805	BLACK HAWK CO.RECORDER	7.00			03/09/22
						RCD:LIEN RELEASE				
						M.PORTER-234 CLARK DR				
1588		09/22 AP		03/07/22	0396805	BLACK HAWK CO.RECORDER	7.00			03/09/22
						RCD:LIEN RELEASE				
						R.COYLE-2303 WASHINGTON				
1588		09/22 AP		03/07/22	0396805	BLACK HAWK CO.RECORDER	7.00			03/09/22
						RCD:LIEN RELEASE				
						L.HODGE-710 WEST 13TH ST				
1588		09/22 AP		03/07/22	0396805	BLACK HAWK CO.RECORDER	7.00			03/09/22
						RCD:LIEN RELEASE				
						L.HODGE-1303 WALNUT ST				
1588		09/22 AP		03/07/22	0396805	BLACK HAWK CO.RECORDER	7.00			03/09/22
						RCD:LIEN RELEASE				
						M.KELLEHER-2716 W'LOO RD				
						ACCOUNT TOTAL	42.00	.00	42.00	
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY				
1311		08/22 AP		02/02/22	0006083	PROFESSIONAL SOLUTIONS	42.28			03/02/22
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	42.28	.00	42.28	
101-2235-412.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1311		08/22 AP		02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	139.49			03/02/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	139.49	.00	139.49	
101-2235-412.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
1311		08/22 AP		02/02/22	0006087	PROFESSIONAL SOLUTIONS	644.01			03/02/22
						JANUARY CREDIT CARD FEES				
1311		08/22 AP		02/02/22	0006088	PROFESSIONAL SOLUTIONS	403.09			03/02/22
						JANUARY CREDIT CARD FEES				

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES							continued			
ACCOUNT TOTAL							1,047.10	.00	1,047.10	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1626		09/22 AP		02/11/22	0396813	HUBER, AUSTIN	130.00			03/11/22
BASKETBALL OFFICIAL-2/11										
ACCOUNT TOTAL							130.00	.00	130.00	
101-2253-423.85-01 UTILITIES / UTILITIES										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	7,999.39			03/11/22
UTILITIES THRU 02/14/22										
ACCOUNT TOTAL							7,999.39	.00	7,999.39	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	913.84			03/11/22
UTILITIES THRU 02/14/22										
ACCOUNT TOTAL							913.84	.00	913.84	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1518		09/22 AP		03/01/22	0396803	HEATHER OLTROGGE	25.00			03/03/22
REFUND-PARK SHELTERS NO LONGER NEEDED										
ACCOUNT TOTAL							25.00	.00	25.00	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1311		08/22 AP		02/02/22	0006090	PROFESSIONAL SOLUTIONS	6.95			03/02/22
JANUARY CREDIT CARD FEES										
1311		08/22 AP		02/02/22	0006091	PROFESSIONAL SOLUTIONS	6.95			03/02/22
JANUARY CREDIT CARD FEES										
1311		08/22 AP		02/02/22	0006093	PROFESSIONAL SOLUTIONS	1,026.08			03/02/22
JANUARY CREDIT CARD FEES										
1311		08/22 AP		02/02/22	0006082	PROFESSIONAL SOLUTIONS	2,480.97			03/02/22
JANUARY CREDIT CARD FEES										
ACCOUNT TOTAL							3,520.95	.00	3,520.95	
101-2280-423.85-01 UTILITIES / UTILITIES										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	1,897.55			03/11/22
UTILITIES THRU 02/14/22										
ACCOUNT TOTAL							1,897.55	.00	1,897.55	

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FUND 101 GENERAL FUND									
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
1518		09/22	AP	02/28/22	0396799 CAITLYN FERRETT	500.00		03/03/22	
					REFUND-SECURITY DEPOSIT				
1461		09/22	AP	02/22/22	0396760 JENNIFER SIMPSON	250.00		03/01/22	
					REFUND-SECURITY DEPOSIT				
					ACCOUNT TOTAL	750.00	.00	750.00	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
1311		08/22	AP	02/09/22	0006054 CLOVER APP	12.66		03/02/22	
					MERCHANT SUBSCRIPTION FEE				
1311		08/22	AP	02/02/22	0006085 PROFESSIONAL SOLUTIONS	75.21		03/02/22	
					JANUARY CREDIT CARD FEES				
1311		08/22	AP	02/02/22	0006081 PROFESSIONAL SOLUTIONS	6.95		03/02/22	
					JANUARY CREDIT CARD FEES				
1311		08/22	AP	02/02/22	0006082 PROFESSIONAL SOLUTIONS	29.82		03/02/22	
					JANUARY CREDIT CARD FEES				
					ACCOUNT TOTAL	124.64	.00	124.64	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1311		08/22	AP	02/15/22	0006073 ISOLVED BENEFIT SERVICES, INC	22.50		03/02/22	
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	22.50	.00	22.50	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1588		09/22	AP	02/12/22	0396807 HANSON, KRISTI	15.35		03/09/22	
					RMB:MEAL FFI SKILLS TEST				
					ACCOUNT TOTAL	15.35	.00	15.35	
101-4511-414.85-01 UTILITIES / UTILITIES									
1626		09/22	AP	02/14/22	0396811 CEDAR FALLS UTILITIES	5,717.78		03/11/22	
					UTILITIES THRU 02/14/22				
					ACCOUNT TOTAL	5,717.78	.00	5,717.78	
101-4511-414.89-14 MISCELLANEOUS SERVICES / REFUNDS									
1626		09/22	AP	03/09/22	0396814 HUNTER PROPERTY LLC	50.00		03/11/22	
					REF:RENTAL-503 W 22ND ST. SECTION 8-N/A				
					ACCOUNT TOTAL	50.00	.00	50.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1311		08/22 AP		02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	27.45			03/02/22
						HEALTH INS. REIMBURSEMENT				
1311		08/22 AP		02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	500.00			03/02/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	527.45	.00	527.45	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	110.67			03/11/22
						UTILITIES THRU 02/14/22				
1311		08/22 AP		02/02/22	0006084	PROFESSIONAL SOLUTIONS	22.14			03/02/22
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	132.81	.00	132.81	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1461		09/22 AP		02/12/22	0396756	ANDERSEN, ZACH	37.44			03/01/22
						RMB:OPT.EQUIP-HELMET LITE				
						AMAZON.COM				
						ACCOUNT TOTAL	37.44	.00	37.44	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM										
1588		09/22 AP		02/14/22	0396806	GRIFFIN, TYLER	150.00			03/09/22
						RMB:UNIFORM ALLOWANCE				
						MIDWEST DEFENSE SOLUTIONS				
						ACCOUNT TOTAL	150.00	.00	150.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1626		09/22 AP		03/04/22	0396815	KOHL'S, BRENNAN	149.85			03/11/22
						RMB:TRVL.-CELLEBRITE TRNG				
						NEW BERLIN, WI				
1461		09/22 AP		02/22/22	0396757	BARRON, CARSON	21.28			03/01/22
						RMB:MEAL-INTERVIEW INMATE				
						NORTH LIBERTY;#22-009113				
1461		09/22 AP		02/22/22	0396763	MADSEN, BRANDEN	17.36			03/01/22
						RMB:MEAL-INTERVIEW INMATE				
						NORTH LIBERTY;#22-009113				
1461		09/22 AP		02/17/22	0396759	HOEFT, MORGAN	43.08			03/01/22
						RMB:MEALS-ARIDE TRAINING				
						FT. MADISON				
						ACCOUNT TOTAL	231.57	.00	231.57	
101-5521-415.85-01 UTILITIES / UTILITIES										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	4,938.06			03/11/22
						UTILITIES THRU 02/14/22				
						ACCOUNT TOTAL	4,938.06	.00	4,938.06	

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FUND 101 GENERAL FUND										
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS				
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	128.08			03/11/22
						UTILITIES THRU 02/14/22				
						ACCOUNT TOTAL	128.08	.00	128.08	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1461		09/22 AP		02/23/22	0396765	RUSSELL, PRESTON	47.07			03/01/22
						RMB:UNIFORM ALLOWANCE SCHEELS				
1461		09/22 AP		02/18/22	0396767	SMITH JR, TIMOTHY B	29.96			03/01/22
						RMB:UNIFORM ALLOWANCE COVER-ALL EMBROIDERY				
1588		09/22 AP		02/11/22	0396809	PURDY, TROY	71.50			03/09/22
						RMB:UNIFORM ALLOWANCE GOVX				
1588		09/22 AP		02/09/22	0396810	SCHREIBER, KURT	144.99			03/09/22
						RMB:UNIFORM ALLOWANCE ATLANTIC TACTICAL				
1461		09/22 AP		01/06/22	0396764	MIXDORF, JOSH	276.66			03/01/22
						RMB:UNIFORM ALLOWANCE MIDWEST DEFENSE SOLUTIONS				
						ACCOUNT TOTAL	570.18	.00	570.18	
101-6613-433.85-01 UTILITIES / UTILITIES										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	855.88			03/11/22
						UTILITIES THRU 02/14/22				
						ACCOUNT TOTAL	855.88	.00	855.88	
101-6616-446.85-01 UTILITIES / UTILITIES										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	11,816.67			03/11/22
						UTILITIES THRU 02/14/22				
						ACCOUNT TOTAL	11,816.67	.00	11,816.67	
101-6623-423.85-01 UTILITIES / UTILITIES										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	2,082.05			03/11/22
						UTILITIES THRU 02/14/22				
						ACCOUNT TOTAL	2,082.05	.00	2,082.05	
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1311		08/22 AP		02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	30.70			03/02/22
						HEALTH INS. REIMBURSEMENT				
1311		08/22 AP		02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	169.10			03/02/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	199.80	.00	199.80	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.85-01						UTILITIES / UTILITIES				
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	1,945.32			03/11/22
						UTILITIES THRU 02/14/22				
						ACCOUNT TOTAL	1,945.32	.00	1,945.32	
						FUND TOTAL	49,839.70	.00	49,839.70	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.85-01						UTILITIES / UTILITIES				
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	6,718.17			03/11/22
						UTILITIES THRU 02/14/22				
						ACCOUNT TOTAL	6,718.17	.00	6,718.17	
206-6647-436.85-01						UTILITIES / UTILITIES				
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	2,470.18			03/11/22
						UTILITIES THRU 02/14/22				
						ACCOUNT TOTAL	2,470.18	.00	2,470.18	
						FUND TOTAL	9,188.35	.00	9,188.35	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61						MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED				
1518		09/22 AP		02/01/22	0038350	CMY PROPERTIES, LLC	1,222.00			03/03/22
						HAP_GARCIA K 022022				
1574		09/22 AP		02/01/22	0038206	CMY PROPERTIES, LLC		1,222.00		03/04/22
						VOID-CHECK LOST				
1518		09/22 AP		01/01/22	0038350	CMY PROPERTIES, LLC	1,222.00			03/03/22
						HAP_GARCIA K 012022				
1574		09/22 AP		01/01/22	0038127	CMY PROPERTIES, LLC		1,222.00		03/04/22
						VOID-CHECK LOST				
						HAP_Garcia K 012022				
						ACCOUNT TOTAL	2,444.00	2,444.00	.00	
						FUND TOTAL	2,444.00	2,444.00	.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2234-1588	432.89-50	MISCELLANEOUS SERVICES / HOUSING REHAB.								
	09/22 AP	02/28/22	0004717	TOJO CONSTRUCTION		3,858.30			03/09/22	
		CARES ACT REHAB/HOME RPR.			700 W.RIDGEWAY, LOT855					
	PROJECT#:	022351								
		ACCOUNT TOTAL				3,858.30	.00		3,858.30	
223-2244-1518 432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM										
	09/22 AP	02/28/22	0004714	TOJO CONSTRUCTION		12,160.00			03/03/22	
		HOME:210 BALBOA AVE C2			BRENDA JORDAN					
		ACCOUNT TOTAL				12,160.00	.00		12,160.00	
		FUND TOTAL				16,018.30	.00		16,018.30	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-1311	431.64-02	INSURANCE / HEALTH INS. REIMBURSEMENT								
	08/22 AP	02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC		104.54			03/02/22	
		HEALTH INS. REIMBURSEMENT								
		ACCOUNT TOTAL				104.54	.00		104.54	
254-1088-1461 431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
	09/22 AP	02/24/22	0396761	LONGNECKER, JEREMIAH		120.00			03/01/22	
		WATERLOO WARRIORS HOCKEY			ANNOUNCER					
	09/22 AP	02/24/22	0396766	SIMPSON, MARK		120.00			03/01/22	
		WATERLOO WARRIORS HOCKEY			ANNOUNCER					
	09/22 AP	02/24/22	0396769	STOFFER, EDWARD		100.00			03/01/22	
		WATERLOO WARRIORS HOCKEY			CAMERA OPERATOR					
	09/22 AP	02/24/22	0396758	DEWITT, JASON		120.00			03/01/22	
		WATERLOO WARRIORS HOCKEY			CAMERA OPERATOR					
	09/22 AP	02/24/22	0396771	SURMA, JOSEPH EDWARD		120.00			03/01/22	
		WATERLOO WARRIORS HOCKEY			CAMERA OPERATOR					
	09/22 AP	02/24/22	0396770	STOW, CHRISTIAN		120.00			03/01/22	
		WATERLOO WARRIORS HOCKEY			CAMERA OPERATOR					
		ACCOUNT TOTAL				700.00	.00		700.00	
		FUND TOTAL				804.54	.00		804.54	

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FUND 258 PARKING FUND											
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1311		08/22 AP		02/02/22	0006078	PROFESSIONAL SOLUTIONS	244.37			03/02/22	
		JANUARY CREDIT CARD FEES									
1311		08/22 AP		02/02/22	0006079	PROFESSIONAL SOLUTIONS	94.71			03/02/22	
		JANUARY CREDIT CARD FEES									
1311		08/22 AP		02/02/22	0006080	PROFESSIONAL SOLUTIONS	292.26			03/02/22	
		JANUARY CREDIT CARD FEES									
1311		08/22 AP		02/02/22	0006083	PROFESSIONAL SOLUTIONS	66.84			03/02/22	
		JANUARY CREDIT CARD FEES									
1311		08/22 AP		02/02/22	0006084	PROFESSIONAL SOLUTIONS	4.27			03/02/22	
		JANUARY CREDIT CARD FEES									
		ACCOUNT TOTAL						702.45	.00	702.45	
		FUND TOTAL						702.45	.00	702.45	
FUND 261 TOURISM & VISITORS											
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP											
1311		08/22 AP		02/02/22	0006086	PROFESSIONAL SOLUTIONS	13.41			03/02/22	
		JANUARY CREDIT CARD FEES									
		ACCOUNT TOTAL						13.41	.00	13.41	
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
1588		09/22 AP		01/29/22	0396808	LEWIS, DEBRA	32.22			03/09/22	
		RMB:MEALS-IA BICYCLE CNV. DES MOINES									
		ACCOUNT TOTAL						32.22	.00	32.22	
261-2291-423.85-01 UTILITIES / UTILITIES											
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	1,738.34			03/11/22	
		UTILITIES THRU 02/14/22									
		ACCOUNT TOTAL						1,738.34	.00	1,738.34	
		FUND TOTAL						1,783.97	.00	1,783.97	
FUND 262 SENIOR SERVICES & COMM CT											
FUND 291 POLICE FORFEITURE FUND											

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FUND 292 POLICE RETIREMENT FUND										
292-5521-415	54-01	WORKERS COMP				POLICE WORKERS COMP				
1311	08/22 AP	02/16/22	0006058			EMC RISK SERVICES, LLC	625.09			03/02/22
						WORKER COMP-POLICE CLAIM				
						ACCOUNT TOTAL	625.09	.00	625.09	
						FUND TOTAL	625.09	.00	625.09	
FUND 293 FIRE RETIREMENT FUND										
293-4511-414	54-02	WORKERS COMP				FIRE WORKERS COMP				
1311	08/22 AP	02/16/22	0006058			EMC RISK SERVICES, LLC	2,193.50			03/02/22
						WORKER COMP-FIRE CLAIM				
						ACCOUNT TOTAL	2,193.50	.00	2,193.50	
						FUND TOTAL	2,193.50	.00	2,193.50	
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431	94-33	CAPITAL PROJECTS				PROPERTY ACQUISITION				
1626	09/22 AP	02/14/22	0396811			CEDAR FALLS UTILITIES	513.56			03/11/22
						UTILITIES THRU 02/14/22				
						ACCOUNT TOTAL	513.56	.00	513.56	

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FUND 443 CAPITAL PROJECTS										
					FUND TOTAL		513.56	.00	513.56	
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				
1311		08/22 AP		02/09/22	0006069	IOWA DEPT.OF REVENUE	189.11			03/02/22
						SEMI MONTHLY SALES TAX				
						COMMERCIAL GARBAGE A/R				
					ACCOUNT TOTAL		189.11	.00	189.11	
551-6675-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1311		08/22 AP		02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	17.30			03/02/22
						HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL		17.30	.00	17.30	
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1311		08/22 AP		02/02/22	0006089	PROFESSIONAL SOLUTIONS	341.75			03/02/22
						JANUARY CREDIT CARD FEES				
1311		08/22 AP		02/02/22	0006083	PROFESSIONAL SOLUTIONS	7.01			03/02/22
						JANUARY CREDIT CARD FEES				
					ACCOUNT TOTAL		348.76	.00	348.76	
551-6685-436.85-01 UTILITIES / UTILITIES										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	9,392.02			03/11/22
						UTILITIES THRU 02/14/22				
					ACCOUNT TOTAL		9,392.02	.00	9,392.02	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1626		09/22 AP		02/14/22	0396811	CEDAR FALLS UTILITIES	6,093.33			03/11/22
						UTILITIES THRU 02/14/22				
					ACCOUNT TOTAL		6,093.33	.00	6,093.33	

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FUND 551 REFUSE FUND									
551-6685-1588		436.87-02		09/22 AP 02/28/22	0396804	RENTALS / MATERIAL DISPOSAL/HANDLIN BLACK HAWK CO.LANDFILL	15,420.04		03/09/22
						LANDFILL SRV:2/16-2/28/22			
						ACCOUNT TOTAL	15,420.04	.00	15,420.04
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
1311				08/22 AP 02/24/22	0006070	IOWA DEPT.OF REVENUE	78.65		03/02/22
						SEMI MONTHLY SALES TAX			
1311				08/22 AP 02/09/22	0006069	IOWA DEPT.OF REVENUE	83.37		03/02/22
						SEMI MONTHLY SALES TAX			
						ACCOUNT TOTAL	162.02	.00	162.02
						FUND TOTAL	31,622.58	.00	31,622.58
FUND 552 SEWER RENTAL FUND									
552-6655-1311		436.64-02		08/22 AP 02/15/22	0006073	INSURANCE / HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	5.40		03/02/22
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	5.40	.00	5.40
552-6655-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1311				08/22 AP 02/02/22	0006083	PROFESSIONAL SOLUTIONS	15.13		03/02/22
						JANUARY CREDIT CARD FEES			
						ACCOUNT TOTAL	15.13	.00	15.13
552-6655-436.85-01 UTILITIES / UTILITIES									
552-6655-1626				09/22 AP 02/14/22	0396811	CEDAR FALLS UTILITIES	29,890.29		03/11/22
						UTILITIES THRU 02/14/22			
						ACCOUNT TOTAL	29,890.29	.00	29,890.29
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1311				08/22 AP 02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	32.00		03/02/22
						HEALTH INS. REIMBURSEMENT			
1311				08/22 AP 02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	75.51		03/02/22
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	107.51	.00	107.51

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FUND 552 SEWER RENTAL FUND										
552-6665-1588	436.86-33	REPAIR & MAINTENANCE		09/22	02/28/22 0396804	SLUDGE REMOVAL BLACK HAWK CO.LANDFILL	57.46			03/09/22
		LANDFILL SRV:2/16-2/28/22								
		ACCOUNT TOTAL					57.46	.00	57.46	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
552-6665-1626		REPAIR & MAINTENANCE		09/22	02/14/22 0396811	BILLING & COLLECTING CEDAR FALLS UTILITIES	6,093.33			03/11/22
		UTILITIES THRU 02/14/22								
		ACCOUNT TOTAL					6,093.33	.00	6,093.33	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
552-6665-1311		MISCELLANEOUS SERVICES		08/22	02/24/22 0006070	SALES TAX IOWA DEPT.OF REVENUE	1,795.46			03/02/22
		SEMI MONTHLY SALES TAX				COMMERCIAL SEWER				
552-6665-1311		MISCELLANEOUS SERVICES		08/22	02/09/22 0006069	SALES TAX IOWA DEPT.OF REVENUE	6,312.77			03/02/22
		SEMI MONTHLY SALES TAX				COMMERCIAL SEWER				
		ACCOUNT TOTAL					8,108.23	.00	8,108.23	
		FUND TOTAL					44,277.35	.00	44,277.35	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-1626	432.85-01	UTILITIES / UTILITIES		09/22	02/14/22 0396811	UTILITIES CEDAR FALLS UTILITIES	78.04			03/11/22
		UTILITIES THRU 02/14/22								
		ACCOUNT TOTAL					78.04	.00	78.04	
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
555-6630-1626		REPAIR & MAINTENANCE		09/22	02/14/22 0396811	BILLING & COLLECTING CEDAR FALLS UTILITIES	6,093.33			03/11/22
		UTILITIES THRU 02/14/22								
		ACCOUNT TOTAL					6,093.33	.00	6,093.33	
		FUND TOTAL					6,171.37	.00	6,171.37	

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									POST DT
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1311		08/22	AP	02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	56.04		03/02/22
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	56.04	.00	56.04
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES									
1518		09/22	AP	02/10/22	0396800	CEDAR FALLS UTILITIES	15.00		03/03/22
						LIBRARY DOMAIN NAME			STATIC IP ADDRESS
						ACCOUNT TOTAL	15.00	.00	15.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1626		09/22	AP	03/01/22	0396812	CENTURYLINK	72.54		03/11/22
						CITY PHONE SERV.-MAR'22			
1461		09/22	AP	02/19/22	0396772	VERIZON WIRELESS	1,536.48		03/01/22
						WIRELESS SRV:2/20-3/19/22			
						ACCOUNT TOTAL	1,609.02	.00	1,609.02
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
1518		09/22	AP	02/10/22	0396800	CEDAR FALLS UTILITIES	3,320.00		03/03/22
						FIBER POINT 1/11-2/10/22			
						ACCOUNT TOTAL	3,320.00	.00	3,320.00
						FUND TOTAL	5,000.06	.00	5,000.06
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
1311		08/22	AP	02/28/22	0006062	EXPRESS SCRIPTS, INC.	34,646.02		03/02/22
						RX CLAIMS PROCESSING			
1311		08/22	AP	02/25/22	0006102	WELLMARK IOWA	50,363.91		03/02/22
						HEALTH CLAIMS PROCESSING			
1311		08/22	AP	02/25/22	0006103	WEX HEALTH, INC.	122.40		03/02/22
						COBRA MONTLHY ADMIN FEE			
1311		08/22	AP	02/22/22	0006061	EXPRESS SCRIPTS, INC.	17,584.73		03/02/22
						RX CLAIMS PROCESSING			
1311		08/22	AP	02/18/22	0006101	WELLMARK IOWA	21,162.41		03/02/22
						HEALTH CLAIMS PROCESSING			
1311		08/22	AP	02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	164.30		03/02/22
						HEALTH INS. REIMBURSEMENT			
1311		08/22	AP	02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	44.86		03/02/22
						HEALTH INS. REIMBURSEMENT			

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FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE						continued			
1311		08/22 AP		02/14/22	0006060	EXPRESS SCRIPTS, INC.	41,355.76		03/02/22
						RX CLAIMS PROCESSING			
1311		08/22 AP		02/11/22	0006100	WELLMARK IOWA	44,972.89		03/02/22
						HEALTH CLAIMS PROCESSING			
1311		08/22 AP		02/07/22	0006059	EXPRESS SCRIPTS, INC.	27,047.80		03/02/22
						RX CLAIMS PROCESSING			
1311		08/22 AP		02/04/22	0006099	WELLMARK IOWA	17,533.60		03/02/22
						HEALTH CLAIMS PROCESSING			
1311		08/22 AP		02/01/22	0006098	WELLMARK IOWA	90,116.17		03/02/22
						HEALTH CLAIMS PROCESSING			
						ACCOUNT TOTAL	345,114.85	.00	345,114.85
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE									
1311		08/22 AP		02/01/22	0006057	DELTA DENTAL OF IOWA	7,752.90		03/02/22
						FEBRUARY 2022 DENTAL			
						ACCOUNT TOTAL	7,752.90	.00	7,752.90
						FUND TOTAL	352,867.75	.00	352,867.75
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
1626		09/22 AP		03/07/22	0396816	REGENOLD, SHARON K.	261.17		03/11/22
						RMB:JAN.2022 HEALTH SEV.			
						ACCOUNT TOTAL	261.17	.00	261.17
						FUND TOTAL	261.17	.00	261.17
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1311		08/22 AP		02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	20.00		03/02/22
						HEALTH INS. REIMBURSEMENT			
1311		08/22 AP		02/15/22	0006073	ISOLVED BENEFIT SERVICES, INC	20.00		03/02/22
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	40.00	.00	40.00
						FUND TOTAL	40.00	.00	40.00

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FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
1311		08/22 AP		02/28/22	0006095	UNITED STATES TREASURY	62,197.50			03/02/22
						FEDERAL WITHHOLDING TAX				
						02/25/22 PAYROLL				
1311		08/22 AP		02/14/22	0006094	UNITED STATES TREASURY	61,102.57			03/02/22
						FEDERAL WITHHOLDING TAX				
						02/11/22 PAYROLL				
						ACCOUNT TOTAL	123,300.07	.00		123,300.07
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
1311		08/22 AP		02/28/22	0006071	IOWA DEPT.OF REVENUE	27,159.58			03/02/22
						STATE WITHHOLDING TAX				
						02/25/22 PAYROLL				
1311		08/22 AP		02/14/22	0006068	IOWA DEPT.OF REVENUE	26,852.50			03/02/22
						STATE WITHHOLDING TAX				
						02/11/22 PAYROLL				
						ACCOUNT TOTAL	54,012.08	.00		54,012.08
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
1311		08/22 AP		02/28/22	0006095	UNITED STATES TREASURY	73,152.84			03/02/22
						SS & MQGE/MEDICARE TAX				
						02/25/22 PAYROLL				
1311		08/22 AP		02/14/22	0006094	UNITED STATES TREASURY	73,221.18			03/02/22
						SS & MQGE/MEDICARE TAX				
						02/11/22 PAYROLL				
						ACCOUNT TOTAL	146,374.02	.00		146,374.02
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
1311		08/22 AP		02/28/22	0006067	I.P.E.R.S.	138,017.87			03/02/22
						IPERS FEBRUARY 2022				
1311		08/22 AP		02/02/22	0006066	I.P.E.R.S.	138,362.58			03/02/22
						IPERS JANUARY 2022				
						ACCOUNT TOTAL	276,380.45	.00		276,380.45
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
1311		08/22 AP		02/28/22	0006056	COLLECTION SERVICES CENTER	544.01			03/02/22
						CHILD SUPPORT PAYMENTS				
						02/25/22 PAYROLL				
1311		08/22 AP		02/25/22	0006075	ISOLVED BENEFIT SERVICES, INC	5,909.70			03/02/22
						CAFETERIA PLAN				
						02/25/22 PAYROLL				
1311		08/22 AP		02/23/22	0006097	VOYA FINANCIAL	12,838.46			03/02/22
						EMPLOYEE 457 CONTRIBUTION				
						02/25/22 PAYROLL				
1311		08/22 AP		02/14/22	0006055	COLLECTION SERVICES CENTER	544.01			03/02/22
						CHILD SUPPORT PAYMENTS				
						02/11/22 PAYROLL				
1311		08/22 AP		02/11/22	0006072	ISOLVED BENEFIT SERVICES, INC	5,909.70			03/02/22
						CAFETERIA PLAN				
						02/11/22 PAYROLL				
1311		08/22 AP		02/09/22	0006096	VOYA FINANCIAL	12,838.46			03/02/22
						EMPLOYEE 457 CONTRIBUTION				
						02/11/22 PAYROLL				
1518		09/22 AP		03/29/19	0396801	CEDAR VALLEY UNITED WAY	246.00			03/03/22

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FUND 686 PAYROLL FUND									
686-0000-222.05-00					PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE				continued
					JAN & FEB'19 CONTRIBUTION				
					MISSED IN QUARTERLY PYMT				
					ACCOUNT TOTAL	38,830.34	.00	38,830.34	
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
1311		08/22 AP		02/28/22	0006077 MUNICIPAL FIRE & POLICE RETIR	164,781.73			03/02/22
					MPPRSI RETIREMENT				
1311		08/22 AP		02/02/22	0006076 MUNICIPAL FIRE & POLICE RETIR	163,791.64			03/02/22
					MPPRSI RETIREMENT				
					ACCOUNT TOTAL	328,573.37	.00	328,573.37	
					FUND TOTAL	967,470.33	.00	967,470.33	
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02					INSURANCE / WORKERS COMP INSURANCE				
1311		08/22 AP		02/16/22	0006058 EMC RISK SERVICES, LLC	1,382.63			03/02/22
					WORKER COMP CLAIM				
1311		08/22 AP		02/16/22	0006058 EMC RISK SERVICES, LLC	23,454.14			03/02/22
					WORKER COMP CLAIM				
					BURCH MEDICAL EXPENSE				
					ACCOUNT TOTAL	24,836.77	.00	24,836.77	
					FUND TOTAL	24,836.77	.00	24,836.77	
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03					INSURANCE / LTD INSURANCE				
1461		09/22 AP		03/01/22	0396762 MADISON NATIONAL LIFE INS.CO.	4,011.04			03/01/22
					LTD - MARCH 2022				
					ACCOUNT TOTAL	4,011.04	.00	4,011.04	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
1461		09/22 AP		03/01/22	0396768 STANDARD INSURANCE COMPANY	3,588.50			03/01/22
					GROUP LIFE AD/D-MAR'22				
					ACCOUNT TOTAL	3,588.50	.00	3,588.50	
					FUND TOTAL	7,599.54	.00	7,599.54	

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FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
1311		08/22 AP		02/16/22	0006058	EMC RISK SERVICES, LLC	1,125.00			03/02/22
						LIABILITY ADMIN FEES				
1311		08/22 AP		02/16/22	0006058	EMC RISK SERVICES, LLC	1,691.00			03/02/22
						LIABILITY CLAIM				
1311		08/22 AP		02/16/22	0006058	EMC RISK SERVICES, LLC	6,382.00			03/02/22
						LIABILITY CLAIM				
						BRANDT ATTORNEY FEES				
						ACCOUNT TOTAL	9,198.00	0.00	9,198.00	
						FUND TOTAL	9,198.00	0.00	9,198.00	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
						GRAND TOTAL	1,533,458.38	2,444.00	1,531,014.38	

# Council Invoices for Council Meeting 03/21/22

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GROUP	PO	ACCTG	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE	NUMBER			POST DT
FUND 101 GENERAL FUND							
101-1008-441.71-01				OFFICE SUPPLIES / OFFICE SUPPLIES			
1566		09/22 AP	02/28/22	0000000 CULLIGAN WATER CONDITIONING	21.76		03/15/22
				WATER-606 UNION ROAD			
				ACCOUNT TOTAL	21.76	.00	21.76
101-1008-441.83-04				TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
1566		09/22 AP	03/07/22	0000000 IMFOA	50.00		03/15/22
				MEMBERSHIP-J DANIELSEN 2022-2023			
				ACCOUNT TOTAL	50.00	.00	50.00
101-1008-441.86-01				REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1619		09/22 AP	03/03/22	0000000 SHRED-IT USA	52.38		03/15/22
				ON-SITE DOC. DESTRUCTION TICKET #83996083			
				ACCOUNT TOTAL	52.38	.00	52.38
101-1026-441.71-01				OFFICE SUPPLIES / OFFICE SUPPLIES			
1566		09/22 AP	02/28/22	0000000 CULLIGAN WATER CONDITIONING	8.71		03/15/22
				WATER-606 UNION ROAD			
				ACCOUNT TOTAL	8.71	.00	8.71
101-1026-441.83-04				TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
1566		09/22 AP	03/08/22	0000000 IMFOA	20.00		03/15/22
				MEMBERSHIP-J RODENBECK 2022-2023			
				ACCOUNT TOTAL	20.00	.00	20.00
101-1028-441.71-01				OFFICE SUPPLIES / OFFICE SUPPLIES			
1566		09/22 AP	02/28/22	0000000 CULLIGAN WATER CONDITIONING	29.02		03/15/22
				WATER-606 UNION ROAD			
				ACCOUNT TOTAL	29.02	.00	29.02
101-1028-441.83-04				TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
1566		09/22 AP	03/09/22	0000000 IMFOA	50.00		03/15/22
				MEMBERSHIP-L ROEDING 2022-2023			
1583		08/22 AP	02/16/22	0139541 US BANK	150.00		03/09/22
				GOVERNMENT FINANCE OFFIC MERSHP:P KOCKLER 2022			
				ACCOUNT TOTAL	200.00	.00	200.00

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FUND 101 GENERAL FUND										
101-1038-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1566		09/22 AP		02/28/22	0000000	CULLIGAN WATER CONDITIONING WATER-606 UNION ROAD	8.71			03/15/22
						ACCOUNT TOTAL	8.71	.00	8.71	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
1583		08/22 AP		02/07/22	0139541	US BANK RENEW RECRUITER LITE	119.95			03/09/22
1583		08/22 AP		02/03/22	0139541	US BANK ASSOCIATIO* THE NRPA C JOB AD:REC CTR MANAGER	324.00			03/09/22
						ACCOUNT TOTAL	443.95	.00	443.95	
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION										
1619		09/22 AP		02/28/22	0000000	STANARD & ASSOCIATES, INC. PSO APPLICANT TESTING	147.50			03/15/22
						ACCOUNT TOTAL	147.50	.00	147.50	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1566		09/22 AP		02/28/22	0000000	CULLIGAN WATER CONDITIONING WATER-606 UNION ROAD	4.35			03/15/22
						ACCOUNT TOTAL	4.35	.00	4.35	
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1566		09/22 AP		03/01/22	0000000	THOMSON REUTERS - WEST WESTLAW INFORMATION 2/1/22-2/28/22	644.21			03/15/22
						ACCOUNT TOTAL	644.21	.00	644.21	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
1566		09/22 AP		02/25/22	0000000	AHLERS AND COONEY, P.C. LGL:LABOR RELATIONS 1/31/22-2/18/22	159.12			03/15/22
						ACCOUNT TOTAL	159.12	.00	159.12	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1584		08/22 AP		02/17/22	0139541	US BANK 1" CORE REPLACEMENTS FOR	6.39			03/09/22
1584		08/22 AP		02/16/22	0139541	US BANK 1" CORE TAPE DISPENSERS	13.99			03/09/22
1584		08/22 AP		02/14/22	0139541	US BANK	66.84			03/09/22

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FUND 101 GENERAL FUND										
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
1584		AMAZON.COM*IX41038W3	AMZN	08/22	AP 01/31/22 0139541	US BANK COMPOSITION NOTEBOOKS	9.32			03/09/22
1584		AMZN MKTP US*OZ0P33H23		08/22	AP 01/31/22 0139541	US BANK GOO GONE LIQUID 8 OZ	28.60			03/09/22
1584		AMZN MKTP US*GR06M0Z83		08/22	AP 01/31/22 0139541	US BANK 2" TAPE DISPENSER	143.32			03/09/22
1584		AMZN MKTP US*E86E31X03		08/22	AP 01/28/22 0139541	US BANK PREVAIL WIPES	39.44			03/09/22
1584		O DONNELL ACE HARDWARE		08/22	AP 01/24/22 0139541	US BANK KEYS & ACCESSORIES	8.07			03/09/22
1584		O DONNELL ACE HARDWARE		08/22	AP 01/24/22 0139541	US BANK KEYS	73.68			03/09/22
1584		AMAZON.COM*PE51B5V23		08/22	AP 01/24/22 0139541	US BANK U-LOCK FOR BOOK BIKE	65.14			03/09/22
1584		AMZN MKTP US*3O16Y4H63								
						ACCOUNT TOTAL	454.79	.00	454.79	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1584		TECHSOUP		08/22	AP 02/17/22 0139541	US BANK BITDEFENDER ANTI VIRUS	212.00			03/09/22
1584		INTUIT *QUICKBOOKS ONLINE		08/22	AP 02/14/22 0139541	US BANK QUICKBOOKS MONTHLY SUB.	80.00			03/09/22
1584		RAPID WEB SERVICES		08/22	AP 02/11/22 0139541	US BANK WEBSITE SSL CERTIFICATE	9.75			03/09/22
1584		RAPID WEB SERVICES		08/22	AP 02/11/22 0139541	US BANK WEBSITE BACKUP SERVICE	300.00			03/09/22
1584		WORDPRESS 370NDELB2L		08/22	AP 01/31/22 0139541	US BANK WEBSITE RENEWAL 1 YR SUB.				
						ACCOUNT TOTAL	700.75	.00	700.75	
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1584		IN *LIBRARYWORKS		08/22	AP 02/04/22 0139541	US BANK DIRECTOR & BOARD WEBINAR	175.00			03/09/22
						ACCOUNT TOTAL	175.00	.00	175.00	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1584		AMZN MKTP US AMZN.COM/BIL		08/22	AP 02/07/22 0139541	US BANK REFUND ON ADULT BOOKS(MEM		32.00		03/09/22
1584		AMZN MKTP US*A27U33XH3	AM	08/22	AP 02/02/22 0139541	US BANK ADULT BOOKS (MEM BLANK)	32.00			03/09/22
						ACCOUNT TOTAL	32.00	32.00	.00	

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FUND 101 GENERAL FUND										
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				
1584	08/22	AP	02/07/22	0139541	US BANK		100.00		03/09/22	
						WALGREENS #3590 FOTL:YA-GIFT CARDS				
1584	08/22	AP	02/07/22	0139541	US BANK		1.92		03/09/22	
						WM SUPERCENTER #1496 FOTL:YA-PING PONG BALLS				
1584	08/22	AP	02/02/22	0139541	US BANK		17.99		03/09/22	
						AMZN MKTP US*0F8SE7X13 AM FOTL:YOUTH-CRICUT CASE				
1584	08/22	AP	01/31/22	0139541	US BANK		18.80		03/09/22	
						AMAZON.COM*JC30P2PW3 FOTL:YOUTH-WHITE PAINT				
1584	08/22	AP	01/24/22	0139541	US BANK		29.99		03/09/22	
						AMAZON.COM*1Z1932K83 FOTL:YOUTH-POSTER BOARD				
1584	08/22	AP	01/24/22	0139541	US BANK		5.89		03/09/22	
						AMZN MKTP US*IH7952QX3 FOTL:YA-JEWELRY CORD				
						ACCOUNT TOTAL	174.59	.00	174.59	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
1584	08/22	AP	02/14/22	0139541	US BANK		50.00		03/09/22	
						SQ *AFRICAN AMERICAN HERI BERG 2RMB ADVNTURE PASSES				
1584	08/22	AP	02/10/22	0139541	US BANK		178.95		03/09/22	
						PAYPAL *PUTNAMMUSEUM BERG 2 RMB ADVENTURE PASS				
1584	08/22	AP	02/10/22	0139541	US BANK		178.95		03/09/22	
						PAYPAL *PUTNAMMUSEUM BERG 2 RMB ADVENTURE PASS				
1584	08/22	AP	02/03/22	0139541	US BANK		150.00		03/09/22	
						FIGGE ART MUSEUM BERG 2RMB ADVENTURE PASS-				
1584	08/22	AP	01/31/22	0139541	US BANK		1,015.50		03/09/22	
						ILLINOIS LIBRARY ASSOC BERG 2 RMB SLP '22-PROMO				
						ACCOUNT TOTAL	1,573.40	.00	1,573.40	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1584	08/22	AP	02/17/22	0139541	US BANK		15.99		03/09/22	
						AMAZON.COM*CJ4B50CJ3 AMZN ADULT BOOKS				
1584	08/22	AP	02/17/22	0139541	US BANK		13.99		03/09/22	
						AMAZON.COM*1B55L0781 ADULT BOOKS				
1584	08/22	AP	02/14/22	0139541	US BANK		145.00		03/09/22	
						AMZN MKTP US*WI8JP9N53 AM ADULT BOOKS				
1584	08/22	AP	02/10/22	0139541	US BANK		336.99		03/09/22	
						AMZN MKTP US*2G6E50PP3 AM ADULT BOOKS				
1584	08/22	AP	02/09/22	0139541	US BANK		35.14		03/09/22	
						AMZN MKTP US*3S8H54RE3 ADULT BOOKS				
1584	08/22	AP	02/09/22	0139541	US BANK		115.00		03/09/22	
						AMZN MKTP US*305VN1ZT3 ADULT BOOKS				
1584	08/22	AP	02/08/22	0139541	US BANK		13.69		03/09/22	
						AMAZON.COM*LJ7AF2BA3 AMZN ADULT BOOKS				
1584	08/22	AP	02/08/22	0139541	US BANK		23.94		03/09/22	
						AMAZON.COM*JK5T11A93 AMZN ADULT BOOKS				
1584	08/22	AP	02/08/22	0139541	US BANK		14.79		03/09/22	

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FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
1584				08/22	AMAZON.COM*L15D65ZY3 AMZN	ADULT BOOKS				
				08/22	AP 02/04/22 0139541	US BANK	16.37			03/09/22
1584				08/22	AMZN MKTP US*DX1QI0TB3	ADULT BOOKS				
				08/22	AP 02/02/22 0139541	US BANK	42.17			03/09/22
1584				08/22	AMZN MKTP US*A27U33XH3 AM	ADULT BOOKS				
				08/22	AP 02/01/22 0139541	US BANK	27.99			03/09/22
1584				08/22	AMAZON.COM*070JU2KS3 AMZN	ADULT BOOKS				
				08/22	AP 01/31/22 0139541	US BANK	22.17			03/09/22
1584				08/22	AMAZON.COM*PH6MQ1U33 AMZN	ADULT BOOKS				
				08/22	AP 01/31/22 0139541	US BANK	13.99			03/09/22
1584				08/22	AMAZON.COM*4E3Y74DN3 AMZN	ADULT BOOKS				
				08/22	AP 01/31/22 0139541	US BANK	14.12			03/09/22
1584				08/22	AMAZON.COM*J84YV5X03 AMZN	ADULT BOOKS				
				08/22	AP 01/31/22 0139541	US BANK	14.29			03/09/22
1584				08/22	AMAZON.COM*F953C56R3	ADULT BOOKS				
				08/22	AP 01/31/22 0139541	US BANK	34.95			03/09/22
1584				08/22	AMAZON.COM*9A3N59N33	ADULT BOOKS				
				08/22	AP 01/25/22 0139541	US BANK	18.95			03/09/22
1584				08/22	AMAZON.COM*3C56G07F3	ADULT BOOKS				
				08/22	AP 01/25/22 0139541	US BANK	19.69			03/09/22
1584				08/22	AMAZON.COM*8H5H44PC3	ADULT BOOKS				
				08/22	AP 01/24/22 0139541	US BANK		17.00		03/09/22
					AMAZON.COM	REFUND ADULT BOOKS				
ACCOUNT TOTAL							939.22	17.00	922.22	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
1584				08/22	AP 02/08/22 0139541	US BANK	13.49			03/09/22
					AMAZON.COM*FR3816BJ3	YOUNG ADULT BOOKS				
ACCOUNT TOTAL							13.49	0.00	13.49	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1584				08/22	AP 02/18/22 0139541	US BANK	23.59			03/09/22
1584				08/22	AMZN MKTP US*1B1MN4IB1	YOUTH BOOKS				
				08/22	AP 02/17/22 0139541	US BANK	45.17			03/09/22
1584				08/22	AMZN MKTP US*FI3L76XV3	YOUTH BOOKS				
				08/22	AP 02/08/22 0139541	US BANK	17.99			03/09/22
1584				08/22	AMAZON.COM*NQ4FE8UZ3 AMZN	YOUTH BOOKS				
				08/22	AP 02/08/22 0139541	US BANK	13.99			03/09/22
1584				08/22	AMAZON.COM*FR3816BJ3	YOUTH BOOKS				
				08/22	AP 02/08/22 0139541	US BANK	18.99			03/09/22
1584				08/22	AMAZON.COM*3S12Y6X63	YOUTH BOOKS				
				08/22	AP 01/31/22 0139541	US BANK	13.99			03/09/22
1584				08/22	AMAZON.COM*WW3063DX3 AMZN	YOUTH BOOKS				
				08/22	AP 01/31/22 0139541	US BANK	21.99			03/09/22
					AMAZON.COM*WD75K7HC3	YOUTH BOOKS				

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FUND 101 GENERAL FUND										
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued				
ACCOUNT TOTAL							155.71	.00	155.71	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
1584		08/22 AP		02/15/22	0139541	US BANK	40.63			03/09/22
		AMZN MKTP		US*0Q8QM7JV3		ADULT CD MUSIC				
1584		08/22 AP		02/07/22	0139541	US BANK	47.62			03/09/22
		AMZN MKTP		US*CG4B338R3		ADULT CD BOOKS				
1584		08/22 AP		01/31/22	0139541	US BANK	19.98			03/09/22
		AMAZON.COM*4E3Y74DN3		AMZN		ADULT CD MUSIC				
1584		08/22 AP		01/25/22	0139541	US BANK	10.97			03/09/22
		AMAZON.COM*D88DU3G23		AMZN		ADULT CD MUSIC				
1584		08/22 AP		01/24/22	0139541	US BANK	19.98			03/09/22
		AMAZON.COM*G38CX75M3		AMZN		ADULT CD MUSIC				
ACCOUNT TOTAL							139.18	.00	139.18	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
1584		08/22 AP		02/18/22	0139541	US BANK	9.99			03/09/22
		AMAZON.COM*9L4DV6KA3				ADULT VIDEOS				
1584		08/22 AP		02/08/22	0139541	US BANK	24.96			03/09/22
		AMAZON.COM*RU0I125C3				ADULT VIDEOS				
1584		08/22 AP		01/26/22	0139541	US BANK	5.99			03/09/22
		AMAZON.COM*V71LG6JG3				ADULT VIDEOS				
ACCOUNT TOTAL							40.94	.00	40.94	
101-1158-441.83-03 TRANSPORTATION&EDUCATION / OUTINGS/DINNERS/AWARDS										
1632		09/22 AP		03/14/22	0000000	UNI NONPROFIT LEADERSHIP ALLI	35.00			03/15/22
		REG:LUNCH-ROBERT GREEN				NONPROFIT AWARDS LUNCH				
ACCOUNT TOTAL							35.00	.00	35.00	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
1616		09/22 AP		03/10/22	0000000	METRICK-CHEN, LENORE	1,750.00			03/15/22
		EXHIBITION LOAN FEE. 2ND				PAYMENT. IAC GRANT FUNDS				
PROJECT#:		576								
1616		09/22 AP		02/25/22	0000000	SIGNS BY TOMORROW	56.75			03/15/22
		EXHIBITION LABELS FOR				OUR TOWN.IAC GRANT FUNDS				
PROJECT#:		576								
1583		08/22 AP		02/21/22	0139541	US BANK	58.29			03/09/22
		AMZN MKTP		US*K98801A03		MOUNTING SQUARES AND				
PROJECT#:		576								
1583		08/22 AP		02/21/22	0139541	US BANK	28.53			03/09/22
		FEDEX 65865668				SHIPPING FROM FOLEY				

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FUND 101 GENERAL FUND										
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE						continued				
PROJECT#: 576										
1583		08/22 AP		02/17/22	0139541	US BANK	54.98			03/09/22
						MENARDS CEDAR FALLS IA	GOLD PAINT FOR OUR TOWN			
PROJECT#: 576										
1583		08/22 AP		02/14/22	0139541	US BANK	394.67			03/09/22
						IN *DOCUMENT LLC	FINE ART PRINT FOR OUR			
PROJECT#: 576										
1583		08/22 AP		02/14/22	0139541	US BANK	76.93			03/09/22
						AMZN MKTP US*SK55B2SO3	TAPE FLAGS & TABLE CLOTHS			
PROJECT#: 576										
1583		08/22 AP		02/14/22	0139541	US BANK	172.13			03/09/22
						REGAL PLASTIC / REGAL GRA	VITRINES FOR EXHIBITIONS			
PROJECT#: 576										
1583		08/22 AP		02/14/22	0139541	US BANK	244.07			03/09/22
						REGAL PLASTIC / REGAL GRA	VITRINES FOR EXHIBITIONS			
PROJECT#: 576										
1583		08/22 AP		02/09/22	0139541	US BANK	359.37			03/09/22
						CONTRADO	IAC PROJECT GRANT			
PROJECT#: 576										
1583		08/22 AP		02/07/22	0139541	US BANK	34.80			03/09/22
						MENARDS CEDAR FALLS IA	FOAM FOR OUR TOWN EXHIBIT			
PROJECT#: 576										
1583		08/22 AP		02/07/22	0139541	US BANK	42.45			03/09/22
						MICHAELS STORES 1246	TAPE, GLUE, PAPER			
PROJECT#: 576										
1583		08/22 AP		02/07/22	0139541	US BANK	178.76			03/09/22
						HAMPTON INN CEDAR FALLS	HOTEL ROOM FOR OUR TOWN			
PROJECT#: 576										
1583		08/22 AP		01/25/22	0139541	US BANK	262.81			03/09/22
						JIMMY JOHNS # 496 - E	POETRY OUT LOUD FUNDING			
PROJECT#: 576										
1583		08/22 AP		01/25/22	0139541	US BANK	127.23			03/09/22
						CONTRADO	IAC PROJECT GRANT			
PROJECT#: 576										
1583		08/22 AP		01/24/22	0139541	US BANK	158.52			03/09/22
						FEDEX 65663161	SHIPPING FOR DREAD SCOTT			
PROJECT#: 576										
ACCOUNT TOTAL							4,000.29	.00	4,000.29	
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY										
1584		08/22 AP		02/21/22	0139541	US BANK	53.98			03/09/22
						AMZN MKTP US*EDOX05MS3	HDMI CABLES			
ACCOUNT TOTAL							53.98	.00	53.98	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
1566		09/22 AP		02/25/22	0000000	COURIER	18.90			03/15/22
						LEGAL COMMUNICATIONS				

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FUND 101 GENERAL FUND									
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING						continued			
1566				09/22 AP 02/25/22	0000000	COURIER LEGAL COMMUNICATIONS	41.48		03/15/22
PH 2022 CDBG SAN.SEWER									
ORDANCE NO.3005									
1566				09/22 AP 02/25/22	0000000	COURIER LEGAL COMMUNICATIONS	27.82		03/15/22
PH INCREASE PARKING RATIO									
1566				09/22 AP 02/25/22	0000000	COURIER LEGAL COMMUNICATIONS	28.35		03/15/22
PH INCREASE PARKING RATE									
1566				09/22 AP 02/25/22	0000000	COURIER LEGAL COMMUNICATIONS	25.72		03/15/22
PH REMOVE SHARED PARKING									
1566				09/22 AP 02/25/22	0000000	COURIER LEGAL COMMUNICATIONS	29.92		03/15/22
PH KL IOWA 01									
1566				09/22 AP 02/25/22	0000000	COURIER LEGAL COMMUNICATIONS	166.95		03/15/22
BID NTC'22 CDBG SAN,SEWER									
1566				09/22 AP 02/23/22	0000000	COURIER LEGAL COMMUNICATIONS	125.44		03/15/22
PH NTC FY23 BUDGET									
1566				09/22 AP 02/16/22	0000000	COURIER LEGAL COMMUNICATIONS	380.34		03/15/22
2/7/22 CC MTG.MIN/BILLS									
ACCOUNT TOTAL							844.92	.00	844.92
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1480				09/22 AP 02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.20		03/15/22
11X17 COPY PAPER									
ACCOUNT TOTAL							4.20	.00	4.20
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1583				08/22 AP 02/07/22	0139541	US BANK	189.23		03/09/22
HOMEWOOD SUITES						HOTEL DEPOSIT - S SHEETZ			
ACCOUNT TOTAL							189.23	.00	189.23
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1480				09/22 AP 02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.19		03/15/22
BATTERIES									
1480				09/22 AP 02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.03		03/15/22
11X17 COPY PAPER									
ACCOUNT TOTAL							20.22	.00	20.22
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
1608				09/22 AP 02/09/22	0000000	COOLEY SANITATION LLC	1,248.93		03/15/22
1106 W 9TH & 315 W 11TH						2 LOCATIONS, 1 OWNER			
ACCOUNT TOTAL							1,248.93	.00	1,248.93

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FUND 101 GENERAL FUND										
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1583		08/22 AP		02/14/22	0139541	US BANK	88.20			03/09/22
						311 INDUSTRIES CORP				
						SHOE COVERS				
						ACCOUNT TOTAL	88.20	.00	88.20	
101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1583		08/22 AP		02/18/22	0139541	US BANK	95.00			03/09/22
						INT'L CODE COUNCIL INC				
						ICC RES.BLDG.CERT.-MSTURM				
1583		08/22 AP		02/01/22	0139541	US BANK	85.00			03/09/22
						IAPMO				
						IAPMO MEMBERSHIP-J MAI				
						ACCOUNT TOTAL	180.00	.00	180.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1480		09/22 AP		02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.01			03/15/22
						11X17 COPY PAPER				
						ACCOUNT TOTAL	12.01	.00	12.01	
101-2245-442.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1583		08/22 AP		01/25/22	0139541	US BANK	340.00			03/09/22
						PLANETIZEN STORE				
						DUES BOOKS MEMBERSHIPS				
						ACCOUNT TOTAL	340.00	.00	340.00	
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1583		08/22 AP		01/25/22	0139541	US BANK	269.00			03/09/22
						PLANETIZEN STORE				
						EDUCATION-MICHELLE PEZLEY				
						ACCOUNT TOTAL	269.00	.00	269.00	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1583		08/22 AP		02/07/22	0139541	US BANK	131.78			03/09/22
						AMZN MKTP US*268AH6WN3 AM				
						DETERGENT,FABRIC SOFTNER				
						ACCOUNT TOTAL	131.78	.00	131.78	
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.										
1607		09/22 AP		03/01/22	0000000	PUSH PEDAL PULL-CDR	76.00			03/15/22
						2 OLY CLIP COLLARS				
1607		09/22 AP		02/04/22	0000000	MCDERMOTT, TODD	120.00			03/15/22
						POOL TABLE REPAIR				
1583		08/22 AP		01/24/22	0139541	US BANK	21.26			03/09/22

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FUND 101 GENERAL FUND										
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.						continued				
MENARDS CEDAR FALLS IA						CASTERS,HOOKS				
ACCOUNT TOTAL							217.26	.00	217.26	
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS										
1607		09/22 AP		03/02/22	0000000	BLACK HAWK CO.HEALTH DEPT.	300.00			03/15/22
						FALLS AQUATIC CENTER				
1583		08/22 AP		02/21/22	0139541	US BANK	23.98			03/09/22
						MENARDS CEDAR FALLS IA				
						TILE FLOOR REPAIR-GROUT				
ACCOUNT TOTAL							323.98	.00	323.98	
101-2253-423.72-44 OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS										
1583		08/22 AP		02/11/22	0139541	US BANK	25.58			03/09/22
						KEISER CORPORATION				
						CYCLING BIKES REPAIR				
1583		08/22 AP		02/02/22	0139541	US BANK	73.00			03/09/22
						KEISER CORPORATION				
						CYCLING BIKE REPAIR				
1583		08/22 AP		02/01/22	0139541	US BANK	109.99			03/09/22
						BARRE ABOVE				
						BENDER BALL CLUB KIT				
ACCOUNT TOTAL							208.57	.00	208.57	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA										
1583		08/22 AP		01/28/22	0139541	US BANK	12.99			03/09/22
						CANVA* I03313-34679693				
						MEDIA PROGRAM				
ACCOUNT TOTAL							12.99	.00	12.99	
101-2253-423.85-01 UTILITIES / UTILITIES										
1607		09/22 AP		03/01/22	0000000	IOWA WATER MANAGEMENT CORP. (	58.00			03/15/22
						MONTHLY WATER SERVICE REC				
ACCOUNT TOTAL							58.00	.00	58.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
1607		09/22 AP		03/04/22	0000000	ARAMARK	17.50			03/15/22
						REC CENTER MATS				
1607		09/22 AP		02/25/22	0000000	ARAMARK	17.50			03/15/22
						REC CENTER MATS				
1583		08/22 AP		02/18/22	0139541	US BANK	63.43			03/09/22
						BLT*PCLIQIDATIONS.COM				
						MONITOR-EXPRESS BIKE				
1583		08/22 AP		02/09/22	0139541	US BANK	64.90			03/09/22
						SPEEDY SWEEP				
						VAC CHARGING CORD/BATTERY				
1583		08/22 AP		02/02/22	0139541	US BANK	22.68			03/09/22



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FUND 101 GENERAL FUND										
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1583		08/22 AP		02/15/22	0139541	US BANK	67.45			03/09/22
				O DONNELL ACE HARDWARE		PICTURE HANGERS FOR				
1583		08/22 AP		02/14/22	0139541	US BANK	30.07			03/09/22
				DIAMOND VOGEL PAINT #210		PAINT AND ROLLERS FOR				
1583		08/22 AP		02/14/22	0139541	US BANK	208.10			03/09/22
				REGAL PLASTIC / REGAL GRA		VITRINES FOR EXHIBITIONS				
PROJECT#: 576										
1583		08/22 AP		02/07/22	0139541	US BANK	15.77			03/09/22
				AMZN MKTP US*RY8FP8JQ3		FRINGE FOR GALLERY				
PROJECT#: 576										
ACCOUNT TOTAL							321.39	.00	321.39	
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
1583		08/22 AP		02/07/22	0139541	US BANK	23.92			03/09/22
				AMZN MKTP US*RY8FP8JQ3		HANDSOAP				
1583		08/22 AP		02/04/22	0139541	US BANK	15.61			03/09/22
				OTC BRANDS INC		PAPER PLATES AND NAPKINS				
ACCOUNT TOTAL							39.53	.00	39.53	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1616		09/22 AP		03/04/22	0000000	ARAMARK	9.16			03/15/22
				RUG SERVICE						
1616		09/22 AP		02/25/22	0000000	ARAMARK	9.16			03/15/22
				RUG SERVICE						
1583		08/22 AP		02/10/22	0139541	US BANK	185.00			03/09/22
				SWANK MOTION PICTURES IN		SCREENING LICENSE FOR				
PROJECT#: 576										
ACCOUNT TOTAL							203.32	.00	203.32	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
1616		09/22 AP		02/28/22	0000000	IOWA PUBLIC RADIO, INC.	243.20			03/15/22
				WINTER/SPRING RADIO ADS		2/1/22-2/28/22				
1583		08/22 AP		02/10/22	0139541	US BANK	75.00			03/09/22
				BUSY BEAVER BUTTON CO.		EDDIE BOWLES BUTTONS				
1583		08/22 AP		02/10/22	0139541	US BANK	12.95			03/09/22
				CANVA* I03326-23846504		MONTHLY SERVICE CHARGE				
1583		08/22 AP		02/09/22	0139541	US BANK	75.00			03/09/22
				BUSY BEAVER BUTTON CO.		OUR TOWN BUTTONS				
PROJECT#: 576										
1583		08/22 AP		02/03/22	0139541	US BANK	5.00			03/09/22
				FACEBK 553NUBKYN2		PROMOTIONAL ADS FOR				
1616		09/22 AP		01/31/22	0000000	IOWA PUBLIC RADIO, INC.	336.00			03/15/22
				WINTER/SPRING RADIO ADS		1/1/22-1/31/22				

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FUND 101 GENERAL FUND										
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS						continued				
ACCOUNT TOTAL							747.15	.00	747.15	
101-2280-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1583		08/22 AP		02/02/22	0139541	US BANK	95.00			03/09/22
NATL ART EDU ASSOC						MEMBERSHIP FOR NAEA				
ACCOUNT TOTAL							95.00	.00	95.00	
101-2280-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1583		08/22 AP		02/02/22	0139541	US BANK	100.00			03/09/22
NATL ART EDU ASSOC						NAEA NATIONAL CONVENTION				
ACCOUNT TOTAL							100.00	.00	100.00	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1616		09/22 AP		03/04/22	0000000	LEVERAGE PRINTING INC	1,439.41			03/15/22
						TRAPP FUNDS FROM FRIENDS				
1583		08/22 AP		02/03/22	0139541	US BANK	58.50			03/09/22
						FOOD FOR EDDIE BOWLES				
1583		08/22 AP		02/03/22	0139541	US BANK	67.52			03/09/22
						FOOD FOR EDDIE BOWLES				
1583		08/22 AP		02/03/22	0139541	US BANK	16.98			03/09/22
						BEVERAGES FOR BOWLES				
ACCOUNT TOTAL							1,582.41	.00	1,582.41	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
1614		09/22 AP		03/04/22	0000000	ARAMARK	7.25			03/15/22
						TOWELS-STATION #1				
1614		09/22 AP		03/04/22	0000000	ARAMARK	13.65			03/15/22
						TOWELS;MATS-PSS BUILDING				
1614		09/22 AP		02/25/22	0000000	ARAMARK	7.25			03/15/22
						TOWELS-STATION #1				
1614		09/22 AP		02/25/22	0000000	ARAMARK	13.65			03/15/22
						TOWELS;MATS-PSS BUILDING				
ACCOUNT TOTAL							41.80	.00	41.80	
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
1614		09/22 AP		02/25/22	0000000	SANDRY FIRE SUPPLY, L.L.C.	56.50			03/15/22
						LOCK PLUG;DECK GUN-502				
1614		09/22 AP		02/03/22	0000000	OUTDOOR & MORE	136.24			03/15/22
						GENERATOR REPAIR				

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FUND 101 GENERAL FUND										
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR						continued				
1583		08/22 AP		01/28/22	0139541	US BANK	21.88		03/09/22	
						WM SUPERCENTER #753				
1583		08/22 AP		01/25/22	0139541	US BANK	47.02		03/09/22	
						AMZN MKTP US*624UM6ZO3 AM				
						ACCOUNT TOTAL	261.64	.00	261.64	
101-4511-414.72-19 OPERATING SUPPLIES / PRINTING										
1614		09/22 AP		03/10/22	0000000	STOREY KENWORTHY	215.00		03/15/22	
						MEDICAL RESPONSE FORMS				
						ACCOUNT TOTAL	215.00	.00	215.00	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1583		08/22 AP		02/17/22	0139541	US BANK	52.99		03/09/22	
						BRAVO CONCEALMENT				
						PADDLE HOLSTER-KRUEGER				
						ACCOUNT TOTAL	52.99	.00	52.99	
101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS										
1583		08/22 AP		02/07/22	0139541	US BANK	45.68		03/09/22	
						WAL-MART #0753				
						BEDDING-NEW PSO'S				
						ACCOUNT TOTAL	45.68	.00	45.68	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
1614		09/22 AP		02/26/22	0000000	MENARDS-CEDAR FALLS	116.45		03/15/22	
						WATER;LAUNDRY & KITCHEN				
						SUPPLIES;BATTERIES				
						ACCOUNT TOTAL	116.45	.00	116.45	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1583		08/22 AP		02/17/22	0139541	US BANK	18.76		03/09/22	
						SUBWAY 11917				
1583		08/22 AP		02/04/22	0139541	US BANK	32.14		03/09/22	
						KWIK STAR 93400009340				
						DRINKS-#22-008285				
1583		08/22 AP		02/03/22	0139541	US BANK	97.84		03/09/22	
						PAPA JOHNS #1187				
						FOOD-FIRE-4124 SPRUCEHILL				
						ACCOUNT TOTAL	148.74	.00	148.74	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1583		08/22 AP		01/31/22	0139541	US BANK	25.00		03/09/22	

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FUND 101 GENERAL FUND										
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION				continued
						DPH REGULATORY PROGRAMS				
							ACCOUNT TOTAL	25.00	.00	25.00
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1614		09/22 AP		02/28/22	0000000	SANDRY FIRE SUPPLY, L.L.C.	990.00			03/15/22
						CHEMGUARD FOAM				
1583		08/22 AP		02/16/22	0139541	US BANK	220.00			03/09/22
						PK SAFETY SUPPLY				
							ACCOUNT TOTAL	1,210.00	.00	1,210.00
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
1583		08/22 AP		02/09/22	0139541	US BANK	292.57			03/09/22
						GALLS				
							ACCOUNT TOTAL	292.57	.00	292.57
101-4511-414.93-01						EQUIPMENT / EQUIPMENT				
1583		08/22 AP		02/10/22	0139541	US BANK	138.49			03/09/22
						AMAZON.COM*723IF6P63 AMZN				
							ACCOUNT TOTAL	138.49	.00	138.49
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1619		09/22 AP		03/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT		4.11		03/15/22
						CREDIT-DESKTOP TRAY				
										DAMAGED ITEM
1619		09/22 AP		02/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	159.80			03/15/22
						COPY PAPER				
							ACCOUNT TOTAL	159.80	4.11	155.69
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1619		09/22 AP		03/08/22	0000000	IOWA SPORTS SUPPLY, INC.	42.50			03/15/22
						PLAQUE-JEFF OLSON				
1614		09/22 AP		03/04/22	0000000	ARAMARK	13.65			03/15/22
						TOWELS;MATS-PSS BUILDING				
1619		09/22 AP		03/03/22	0000000	HERITAGE ART GALLERY-WATERLOO	25.00			03/15/22
						PLAQUE-JEFF OLSON				
1619		09/22 AP		03/03/22	0000000	MARTIN BROS.DISTRIBUTING	9.59			03/15/22
						COFFEE POT-PD				
1619		09/22 AP		03/03/22	0000000	SHRED-IT USA	60.54			03/15/22
						ON-SITE DOC. DESTRUCTION				
1619		09/22 AP		03/02/22	0000000	L & M TRANSMISSION	285.00			03/15/22

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FUND 101 GENERAL FUND										
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1619				09/22 AP 03/02/22	0000000	L & M TRANSMISSION TOW & STORE-FORESTER GREY 865 ZFW	285.00		03/15/22	
1619				09/22 AP 03/02/22	0000000	L & M TRANSMISSION TOW & STORE-SUZUKI XL7 IL DE23736	285.00		03/15/22	
1619				09/22 AP 03/02/22	0000000	L & M TRANSMISSION TOW & STORE-FORD RANGER EYX 484	285.00		03/15/22	
1619				09/22 AP 03/02/22	0000000	L & M TRANSMISSION TOW & STORE-CHEVY BLAZER KUC 649	215.00		03/15/22	
1619				09/22 AP 03/02/22	0000000	L & M TRANSMISSION TOW & STORE-GREY HYUNDAI KEJ 526	195.00		03/15/22	
1619				09/22 AP 03/02/22	0000000	L & M TRANSMISSION TOW & STORE-FORD VAN 091 WLA;1F7HE24H9THB20210	75.00		03/15/22	
1619				09/22 AP 03/02/22	0000000	L & M TRANSMISSION TOW & STORE-CHEVY IMPALA LJP 995	75.00		03/15/22	
1619				09/22 AP 03/02/22	0000000	L & M TRANSMISSION TOW & STORE-FORD EXPLORER	235.00		03/15/22	
1619				09/22 AP 03/02/22	0000000	L & M TRANSMISSION TOW & STORE-FORD WINDSTAR 2003 BLUE	75.00		03/15/22	
1619				09/22 AP 03/01/22	0000000	THOMSON REUTERS - WEST TOW & STORE-TOYOTA CAMRY FBE 811	299.93		03/15/22	
1614				09/22 AP 02/25/22	0000000	INVESTIGATIVE SOFTWARE 02/01/22-02/28/22 ARAMARK	13.65		03/15/22	
1619				09/22 AP 02/24/22	0000000	TOWELS;MATS-PSS BUILDING DES MOINES STAMP MFG. CO.	24.50		03/15/22	
1619				09/22 AP 02/24/22	0000000	NOTARY STAMP-CRAIG BERTE DES MOINES STAMP MFG. CO.	24.50		03/15/22	
						NOTARY STAMP-RYAN BELLIS				
						ACCOUNT TOTAL	2,523.86	.00	2,523.86	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
1583				08/22 AP 02/14/22	0139541	US BANK SIRCHIE FINGER PRINT LABO EVIDENCE BOXES;PRINT TAPE	175.10		03/09/22	
1583				08/22 AP 02/08/22	0139541	US BANK AMZN MKTP US*N28VH9P73 HARD DRIVE CASES-INVESTIG	53.94		03/09/22	
						ACCOUNT TOTAL	229.04	.00	229.04	
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING										
1619				09/22 AP 03/07/22	0000000	STOREY KENWORTHY PERSONNEL ACTION FORMS	320.00		03/15/22	
1619				09/22 AP 03/07/22	0000000	STOREY KENWORTHY POLICE OVERTIME FORMS	265.80		03/15/22	
						ACCOUNT TOTAL	585.80	.00	585.80	

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FUND 101 GENERAL FUND											
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT											
1583		08/22 AP		02/14/22	0139541	US BANK	323.88			03/09/22	
		AMZN MKTP			US*C64S16GJ3	TRAUMA KITS-PATROL GO BAG					
1583		08/22 AP		02/11/22	0139541	US BANK	99.95			03/09/22	
		AMZN MKTP			US*5667M3VN3	TOURNIQUETS-PATROL GO BAG					
1583		08/22 AP		01/25/22	0139541	US BANK	338.00			03/09/22	
		AMZN MKTP			US*476HD4OF3	PATROL FLASHLIGHTS					
		ACCOUNT TOTAL						761.83	.00	761.83	
101-5521-415.72-24 OPERATING SUPPLIES / AMMUNITION											
1619		09/22 AP		02/14/22	0000000	KIESLER'S POLICE SUPPLY, INC.	1,468.60			03/15/22	
						9MM PRACTICE AMMO				5 CASES	
		ACCOUNT TOTAL						1,468.60	.00	1,468.60	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE											
1583		08/22 AP		02/07/22	0139541	US BANK	12.75			03/09/22	
						THE UPS STORE 5617				SHIP EXAMS TO STANARD	
		ACCOUNT TOTAL						12.75	.00	12.75	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
1619		09/22 AP		02/23/22	0000000	DOLLESLAGER, RICK	150.00			03/15/22	
						PRE-EMPLOYMENT POLYGRAPH				JEREMY BERRYMAN	
1619		09/22 AP		02/21/22	0000000	IOWA LAW ENFORCEMENT ACADEMY	150.00			03/15/22	
						EVALUATION OF MMPI-2/10				DYLAN SHARNAU	
1619		09/22 AP		02/21/22	0000000	IOWA LAW ENFORCEMENT ACADEMY	150.00			03/15/22	
						EVALUATION OF MMPI-2/10				JEREMY BERRYMAN	
1619		09/22 AP		02/15/22	0000000	NET TRANSCRIPTS, INC.	203.03			03/15/22	
						TRANSCRIPTION SERVICES				CASE #21-064305	
		ACCOUNT TOTAL						653.03	.00	653.03	
101-5521-415.81-58 PROFESSIONAL SERVICES / WITNESS FEES/SUBPOENAS											
1566		09/22 AP		03/03/22	0000000	SWISHER & COHRT, P.L.C.	160.62			03/15/22	
						LGL:TRAFFIC CASES					
		ACCOUNT TOTAL						160.62	.00	160.62	
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
1619		09/22 AP		02/28/22	0000000	SECRETARY, STATE OF IOWA	30.00			03/15/22	
						RENEW NOTARY-K.SCHREIBER					
1619		09/22 AP		02/16/22	0000000	SECRETARY, STATE OF IOWA	30.00			03/15/22	
						RENEW NOTARY-J.ZOLONDEK					

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FUND 101 GENERAL FUND										
101-5521-415.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1619		09/22 AP		02/14/22	0000000	SECRETARY, STATE OF IOWA	30.00			03/15/22
						RENEW NOTARY-C.FERGUSON				
						ACCOUNT TOTAL	90.00	.00	90.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1583		08/22 AP		02/17/22	0139541	US BANK	185.48			03/09/22
						QUALITY INNS				
						HOTEL-ARIDE-M.HOEFT				
1583		08/22 AP		02/08/22	0139541	US BANK	152.10			03/09/22
						CCI*HOTEL RES				
						HOTEL-CERT.OPER.-B.KOHL				
1583		08/22 AP		02/08/22	0139541	US BANK	556.03			03/09/22
						CCI*HOTEL RES				
						HOTEL-CERT.OPER.-B.KOHL				
1583		08/22 AP		02/07/22	0139541	US BANK	59.92			03/09/22
						JIMMY JOHNS - 496				
						MEALS-NEW HIRE TESTING				
1583		08/22 AP		01/26/22	0139541	US BANK	185.00			03/09/22
						IA PUBLIC DEF TRAINING				
						HTL-1ST LINE SUPV.GERZEMA				
						ACCOUNT TOTAL	1,138.53	.00	1,138.53	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1619		09/22 AP		03/10/22	0000000	IOWA ASSOC.-WOMEN POLICE	80.00			03/15/22
						REG.ANN.CONF.-STEPH MOORE				
						FT. DODGE				
1583		08/22 AP		02/16/22	0139541	US BANK	995.00			03/09/22
						WPY*GRACIE UNIVERSITY				
						REG.SURV.TACTICS-LADAGE				
1583		08/22 AP		02/14/22	0139541	US BANK	3,850.00			03/09/22
						CELLEBRITE INC.				
						REG:CERT.OPERATOR-B.KOHL				
1583		08/22 AP		02/08/22	0139541	US BANK	125.00			03/09/22
						PAYPAL *IASRO				
						REG.IASRO CONF.-L.REIMERS				
1583		08/22 AP		01/25/22	0139541	US BANK	2,350.00			03/09/22
						NU CPS REGISTRATION				
						REG:EXEC.MGMT.-T.SMITH				
1583		08/22 AP		01/21/22	0139541	US BANK	249.00			03/09/22
						BLUE TO GOLD				
						REG:SEARCH/SEIZURE-YOUNG				
						ACCOUNT TOTAL	7,649.00	.00	7,649.00	
101-5521-415.93-01 EQUIPMENT / EQUIPMENT										
1583		08/22 AP		02/10/22	0139541	US BANK	138.50			03/09/22
						AMAZON.COM*7231F6P63 AMZN				
						COFFEE MAKER - PSS BLDG.				
						ACCOUNT TOTAL	138.50	.00	138.50	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1589		09/22 AP		03/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	39.99			03/15/22
						HAND SOAP				
						PROJECT#: 062511				

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FUND 101 GENERAL FUND									
101-6616-446		72-01			OPERATING SUPPLIES / OPERATING SUPPLIES				continued
1589		09/22 AP	03/02/22	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC FILTERS	67.56		03/15/22	
		PROJECT#:		062506					
1589		09/22 AP	03/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT TOWELS,LINERS,SANI,SOAP	142.87		03/15/22	
		PROJECT#:		062506					
1589		09/22 AP	03/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT TOWELS,LINERS,SANI,SOAP	132.81		03/15/22	
		PROJECT#:		062507					
1589		09/22 AP	03/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT TOWELS,LINERS,SANI,SOAP	197.88		03/15/22	
		PROJECT#:		062511					
1589		09/22 AP	03/01/22	0000000	A-TEC RECYCLING, INC. BULB AND BALLAST-RECYCLNG	626.68		03/15/22	
		PROJECT#:		062506					
1462		09/22 AP	02/23/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LINERS AND SOAP	367.46		03/15/22	
		PROJECT#:		062503					
1462		09/22 AP	02/23/22	0000000	O'DONNELL ACE HARDWARE ADHESIVE	10.69		03/15/22	
		PROJECT#:		062507					
1479		09/22 AP	02/23/22	0000000	O'DONNELL ACE HARDWARE ADHESIVE TO REPAIR ON	21.38		03/15/22	
		PROJECT#:		062511					
1462		09/22 AP	02/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LINERS, TISSUE, SANITIZER	292.39		03/15/22	
		PROJECT#:		062503					
1462		09/22 AP	02/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LINERS, TISSUE, SANITIZER	62.00		03/15/22	
		PROJECT#:		062506					
1462		09/22 AP	02/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LINERS, TISSUE, SANITIZER	58.22		03/15/22	
		PROJECT#:		062505					
1462		09/22 AP	02/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LINERS, TISSUE, SANITIZER	655.99		03/15/22	
		PROJECT#:		062507					
1462		09/22 AP	02/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LINERS, TISSUE, SANITIZER	114.87		03/15/22	
		PROJECT#:		062511					
1589		09/22 AP	02/21/22	0000000	MENARDS-CEDAR FALLS LIGHT BULBS	9.99		03/15/22	
		PROJECT#:		062509					
1462		09/22 AP	02/18/22	0000000	CENTRAL IOWA DISTRIBUTING INC GYM FLOOR CLEANER	123.00		03/15/22	
		PROJECT#:		062507					
1583		08/22 AP	02/16/22	0139541	US BANK PAD DRIVER FOR FLOOR	75.38		03/09/22	
		PROJECT#:		062506					
1583		08/22 AP	01/28/22	0139541	US BANK	14.20		03/09/22	

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FUND 101 GENERAL FUND									
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			continued
						AMZN MKTP US*ZB2LX1SL3			KEY CLIP
						PROJECT#: 062506			
1583				08/22 AP	01/28/22 0139541	US BANK	47.94		03/09/22
						AMZN MKTP US*Q02VL9S93			WIRELESS MOUSE AND OUT
						PROJECT#: 062506			
						ACCOUNT TOTAL	3,061.30	.00	3,061.30
101-6616-446.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT			
1583				08/22 AP	02/21/22 0139541	US BANK	181.66		03/09/22
						SWEEPSCRUB.COM			FLOOR SCRUBBER BRUSH
						PROJECT#: 062507			
						ACCOUNT TOTAL	181.66	.00	181.66
101-6616-446.73-06						OTHER SUPPLIES / BUILDING REPAIR			
1479				09/22 AP	02/28/22 0000000	NICK'S SEWER & DRAIN CLEANING	270.00		03/15/22
						DRAIN CLEANING			
						PROJECT#: 062507			
1479				09/22 AP	02/24/22 0000000	NICK'S SEWER & DRAIN CLEANING	185.00		03/15/22
						DRAIN CLEANING			
						PROJECT#: 062507			
1589				09/22 AP	02/23/22 0000000	AIRE SERV.OF THE CEDAR VALLEY	170.00		03/15/22
						HVAC SERVICE-HEARST			
						PROJECT#: 062505			
1589				09/22 AP	02/23/22 0000000	PLUMB SUPPLY COMPANY, LLC	15.00		03/15/22
						PLUMBING REPAIR-VALVE			
						PROJECT#: 062509			
1589				09/22 AP	02/23/22 0000000	PLUMB SUPPLY COMPANY, LLC	18.98		03/15/22
						PLUMBING REPAIR-VALVE KIT			
						PROJECT#: 062509			
1479				09/22 AP	02/21/22 0000000	ECHO GROUP, INC.	7.13		03/15/22
						LIGHT BULBS			
						PROJECT#: 062507			
1583				08/22 AP	02/21/22 0139541	US BANK	69.98		03/09/22
						AMZN MKTP US*RS0099DC3			SOLENOID VAVLE FOR
						PROJECT#: 062505			
1589				09/22 AP	02/21/22 0000000	CHRISTIE DOOR COMPANY	377.50		03/15/22
						OVERHEAD DOOR REPAIR			
						PROJECT#: 062510			
1479				09/22 AP	02/20/22 0000000	PLUMB TECH INC.	3,152.64		03/15/22
						FURNANCE REPAIR AND			REPLACEMENT FOR VEH STOR
						PROJECT#: 062506			
1479				09/22 AP	02/20/22 0000000	PLUMB TECH INC.	80.00		03/15/22
						INSPECT RECYCLE CTR HTR			
						PROJECT#: 062506			
1462				09/22 AP	02/17/22 0000000	MENARDS-CEDAR FALLS	120.38		03/15/22

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FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
PIPE,ADAPTERS,ELBOWS, COUPLINGS,SEALANT									
PROJECT#:		062510							
1589		09/22 AP		02/17/22	0000000	COOLEY PUMPING, LLC	135.00		03/15/22
PROJECT#:		062507				DRAIN CLEANING			
1462		09/22 AP		02/16/22	0000000	AIRE SERV.OF THE CEDAR VALLEY	210.00		03/15/22
PROJECT#:		062503				HVAC REPAIR			
1462		09/22 AP		02/16/22	0000000	ECHO GROUP, INC.	183.60		03/15/22
PROJECT#:		062506				LIGHT BULBS			
1462		09/22 AP		02/15/22	0000000	ECHO GROUP, INC.	33.99		03/15/22
PROJECT#:		062507				LIGHT BULBS			
1462		09/22 AP		02/15/22	0000000	MENARDS-CEDAR FALLS	21.99		03/15/22
PROJECT#:		062501				DOOR HANDLE FOR 606 UNION			
1479		09/22 AP		02/11/22	0000000	CHRISTIE DOOR COMPANY	1,006.50		03/15/22
PROJECT#:		062506				SPARE SPRINGS-OVRHED DOOR			
1583		08/22 AP		02/04/22	0139541	US BANK	10.20		03/09/22
PROJECT#:		AMZN MKTP		US*A72188F73		DOOR HANDLE PLATES			
1462		09/22 AP		12/16/21	0000000	POLK'S LOCK SERVICE, INC.	131.64		03/15/22
PROJECT#:		062510				DOOR LOCK FOR 18TH AND MAIN			
1462		09/22 AP		08/31/21	0000000	INTECONNEX	712.50		03/15/22
PROJECT#:		062506				DOOR CONTROLLER REPAIR			
ACCOUNT TOTAL							6,912.03	0.00	6,912.03
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
1586		09/22 AP		03/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	24.96		03/15/22
PROJECT#:		062508				PEST CONTROL			
1586		09/22 AP		03/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	49.18		03/15/22
PROJECT#:		062511				PEST CONTROL			
1586		09/22 AP		03/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	100.00		03/15/22
PROJECT#:		062501				PEST CONTROL			
1586		09/22 AP		03/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	30.00		03/15/22
PROJECT#:		062510				PEST CONTROL			
1586		09/22 AP		03/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	25.00		03/15/22
PROJECT#:		062505				PEST CONTROL			

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.81-08						101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL			continued
1586				09/22 AP 03/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	42.50		03/15/22
						PEST CONTROL			
						PROJECT#: 062506			
1589				09/22 AP 03/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	75.00		03/15/22
						PEST CONTROL			
						PROJECT#: 062509			
						ACCOUNT TOTAL	346.64	.00	346.64
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
1589				09/22 AP 03/04/22	0000000	ARAMARK	13.00		03/15/22
						MAT SERVICE			
						PROJECT#: 062501			
1589				09/22 AP 03/04/22	0000000	ARAMARK	28.80		03/15/22
						MAT SERVICE			
						PROJECT#: 062506			
1589				09/22 AP 03/04/22	0000000	BLACKHAWK SPRINKLERS, INC.	157.50		03/15/22
						ANN.FIRE SPRINKLER INSPCT			
						PROJECT#: 062507			
1589				09/22 AP 03/04/22	0000000	BLACKHAWK SPRINKLERS, INC.	167.45		03/15/22
						ANN.FIRE SPRINKLER INSPCT			
						PROJECT#: 062506			
1586				09/22 AP 03/01/22	0000000	FRESH START CLEANING SOLUTION	3,700.00		03/15/22
						JANITORIAL CONTRACT			
						PROJECT#: 062501			
1586				09/22 AP 03/01/22	0000000	FRESH START CLEANING SOLUTION	700.00		03/15/22
						JANITORIAL CONTRACT			
						PROJECT#: 062509			
1586				09/22 AP 03/01/22	0000000	FRESH START CLEANING SOLUTION	7,000.00		03/15/22
						JANITORIAL CONTRACT			
						PROJECT#: 062507			
1586				09/22 AP 03/01/22	0000000	FRESH START CLEANING SOLUTION	3,165.00		03/15/22
						JANITORIAL CONTRACT			
						PROJECT#: 062511			
1586				09/22 AP 03/01/22	0000000	FRESH START CLEANING SOLUTION	770.00		03/15/22
						JANITORIAL CONTRACT			
						PROJECT#: 062508			
1586				09/22 AP 03/01/22	0000000	FRESH START CLEANING SOLUTION	3,300.00		03/15/22
						JANITORIAL CONTRACT			
						PROJECT#: 062503			
1586				09/22 AP 03/01/22	0000000	FRESH START CLEANING SOLUTION	1,865.00		03/15/22
						JANITORIAL CONTRACT			
						PROJECT#: 062506			
1586				09/22 AP 03/01/22	0000000	FRESH START CLEANING SOLUTION	1,500.00		03/15/22
						JANITORIAL CONTRACT			
						PROJECT#: 062505			
1479				09/22 AP 02/28/22	0000000	PROSHIELD FIRE & SECURITY	150.00		03/15/22
						INSPECT FIRE SUPPRSN HOOD			

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
PROJECT#: 062511									
1479		09/22 AP		02/25/22	0000000	ARAMARK	28.80		03/15/22
MAT SERVICE									
PROJECT#: 062506									
1479		09/22 AP		02/25/22	0000000	ARAMARK	13.00		03/15/22
MAT SERVICE									
PROJECT#: 062501									
1462		09/22 AP		02/18/22	0000000	ARAMARK	13.00		03/15/22
MAT SERVICE									
PROJECT#: 062501									
1462		09/22 AP		01/03/22	0000000	WOODMAN CONTROLS COMPANY	6,019.60		03/15/22
CONTROLS PREV.MAINT-PS									
PROJECT#: 062511									
ACCOUNT TOTAL							28,591.15	.00	28,591.15
101-6616-446.93-01 EQUIPMENT / EQUIPMENT									
1462		09/22 AP		02/10/22	0000000	VAN METER, INC.	920.00		03/15/22
LED LIGHTS FOR MORTAN BLDG									
PROJECT#: 062506									
ACCOUNT TOTAL							920.00	.00	920.00
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1586		09/22 AP		02/22/22	0000000	TESTAMERICA LABORATORIES, INC	21.00		03/15/22
PRO SHOP WATER TEST									
ACCOUNT TOTAL							21.00	.00	21.00
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1480		09/22 AP		02/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	56.46		03/15/22
CLIPBOARD									
1480		09/22 AP		02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	79.35		03/15/22
BATTERIES, GEL PENS									
1480		09/22 AP		02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.03		03/15/22
11X17 COPY PAPER									
1583		08/22 AP		02/07/22	0139541	US BANK	6.85		03/09/22
AMZN MKTP US*W06HP2LP3 PENCIL LEAD									
ACCOUNT TOTAL							157.69	.00	157.69
101-6625-432.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS									
1583		08/22 AP		02/09/22	0139541	US BANK	225.00		03/09/22
2022 APWA IOWA CHAPTER APWA CONFERENCE-D WICKE									
ACCOUNT TOTAL							225.00	.00	225.00

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FUND 101 GENERAL FUND										
101-6625-432.86-25						REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.				
1480	09/22	AP	02/28/22	0000000		TERRACON CONSULTANTS, INC.	554.15		03/15/22	
						3257-WILD HORSE 5TH ADD.				
						SERVICES THRU 2/19/22				
PROJECT#:					023257					
1480	09/22	AP	02/11/22	0000000		AECOM TECHNICAL SERVICES, INC	23,877.74		03/15/22	
						3282-2021 SURVEY SERVICES				
						01/08/22-02/04/22				
PROJECT#:					023282					
ACCOUNT TOTAL							24,431.89	.00	24,431.89	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1586	09/22	AP	03/04/22	0000000		BUILDERS SELECT LLC	159.92		03/15/22	
						SPF & BTR PLUS-PIT TOILET				
						PRAIRIE LAKES				
1586	09/22	AP	03/03/22	0000000		BENTON BUILDING CENTER	88.11		03/15/22	
						TRIM HEAD-PIT TOLIETS				
1586	09/22	AP	03/03/22	0000000		BENTON BUILDING CENTER	316.66		03/15/22	
						WOOD FASCIA-PIT TOILETS				
						BIG WOODS SOUTH				
1479	09/22	AP	03/01/22	0000000		BUILDERS SELECT LLC	1.99		03/15/22	
						CHALK REFILL				
1586	09/22	AP	03/01/22	0000000		HIGH CALIPER GROWING	1,480.39		03/15/22	
						TREE GROW BAGS				
1586	09/22	AP	03/01/22	0000000		MID-TECH SERVICES	10.17		03/15/22	
						FREIGHT TO RETURN LASER				
1589	09/22	AP	03/01/22	0000000		MENARDS-CEDAR FALLS	121.92		03/15/22	
						AIR HOSES				
1479	09/22	AP	02/28/22	0000000		BENTON BUILDING CENTER	826.11		03/15/22	
						SKY LIGHTS				
1479	09/22	AP	02/28/22	0000000		BENTON BUILDING CENTER	192.22		03/15/22	
						DROP TOLIET FASCIA				
1586	09/22	AP	02/28/22	0000000		BENTON BUILDING CENTER	9.40		03/15/22	
						TIE PLATES-DROP TOLIET				
1462	09/22	AP	02/23/22	0000000		DIAMOND VOGEL PAINT - #52	367.68		03/15/22	
						PAINT,POLY,ROLLERS				
1583	08/22	AP	02/04/22	0139541		US BANK	310.94		03/09/22	
						SARIS CYCLING GROUP				
						BIKE STATION REPAIR PART				
1586	09/22	AP	02/03/22	0000000		BENTON BUILDING CENTER	70.11		03/15/22	
						TITAN FASTENER-PIT TOILET				
						PRAIRIE LAKES				
1479	09/22	AP	01/19/22	0000000		NORTH AMERICAN SAFETY, INC	192.00		03/15/22	
						HIGH VISION SHIRTS FOR				
						PARKS				
1462	09/22	AP	12/22/21	0000000		DIAMOND VOGEL PAINT - #52		13.86	03/15/22	
						PAINT SUPPLIES RETURN				
ACCOUNT TOTAL							4,147.62	13.86	4,133.76	
101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1583	08/22	AP	02/04/22	0139541		US BANK	235.00		03/09/22	
						ISA				
						IOWA CHAPTER DUES				
ACCOUNT TOTAL							235.00	.00	235.00	

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FUND 101 GENERAL FUND											
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
1583		08/22 AP		02/10/22	0139541	US BANK	225.00			03/09/22	
		2022 APWA				IOWA CHAPTER					
						AFWA CONF KEVIN CROSS					
1583		08/22 AP		01/21/22	0139541	US BANK	440.00			03/09/22	
		ISU EVENT				REGISTRATION					
						IOWA STATE SHADE TREE					
1623		08/22 AP		01/21/22	0139541	US BANK		440.00		03/11/22	
		DESCRIPTION				CORRECTION					
						SHADE TREE-MORRIS					
1623		08/22 AP		01/21/22	0139541	US BANK	440.00			03/11/22	
		ISU EVENT				REGISTRATION					
						SHADE TREE-MORRIS					
1623		08/22 AP		01/20/22	0139342	US BANK		220.00		03/11/22	
		DESCRIPTION				CORRECTION					
						ISU EVENT REGISTRATION					
1623		08/22 AP		01/20/22	0139342	US BANK	220.00			03/11/22	
		ISU EVENT				REGISTRATION					
						SHADE TREE-SIRES/REIGER					
		ACCOUNT TOTAL						1,325.00	660.00	665.00	
		FUND TOTAL						137,046.66	726.97	136,319.69	
FUND 203 TAX INCREMENT FINANCING											
FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1586		09/22 AP		02/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.57			03/15/22	
		LEGAL PADS									
		ACCOUNT TOTAL						12.57	.00	12.57	
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS											
1589		09/22 AP		03/01/22	0000000	CAMPBELL SUPPLY WATERLOO	127.84			03/15/22	
		LIGHT FOR				239 TOOL TRUCK					
1462		09/22 AP		02/18/22	0000000	MENARDS-CEDAR FALLS	66.04			03/15/22	
		WRENCH,BALL				VALVE,ELBOWS,					
						NIPPLES					
		ACCOUNT TOTAL						193.88	.00	193.88	
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS											
1479		09/22 AP		02/15/22	0000000	NORTH AMERICAN SAFETY, INC	152.75			03/15/22	
		HIGH VISION				SHIRTS FOR					
						STREETS					
		ACCOUNT TOTAL						152.75	.00	152.75	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL											
1589		09/22 AP		03/01/22	0000000	COMPASS MINERALS AMERICA	12,756.09			03/15/22	
		ROAD SALT									
1589		09/22 AP		02/28/22	0000000	COMPASS MINERALS AMERICA	19,243.72			03/15/22	
		ROAD SALT									

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL <span style="float:right">continued</span>										
1589		09/22 AP		02/25/22	0000000	COMPASS MINERALS AMERICA	21,466.87			03/15/22
						ROAD SALT				
1479		09/22 AP		02/24/22	0000000	COMPASS MINERALS AMERICA	12,857.18			03/15/22
						ROAD SALT				
1479		09/22 AP		02/23/22	0000000	COMPASS MINERALS AMERICA	10,752.12			03/15/22
						ROAD SALT				
						ACCOUNT TOTAL	77,075.98	.00	77,075.98	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1566		09/22 AP		03/02/22	0000000	THOMPSON SHOES	160.00			03/15/22
						SAFETY SHOES-C KAYSER				
						P.O. 56705				
1566		09/22 AP		03/02/22	0000000	THOMPSON SHOES	157.25			03/15/22
						SAFETY SHOES-R EIKLENBORG				
						P.O. 56707				
1566		09/22 AP		03/02/22	0000000	THOMPSON SHOES	160.00			03/15/22
						SAFETY SHOES-S MCCOY				
						P.O. 56702				
						ACCOUNT TOTAL	477.25	.00	477.25	
206-6637-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS										
1589		09/22 AP		03/02/22	0000000	O'DONNELL ACE HARDWARE	13.38			03/15/22
						WHITE SPRAY PAINT FOR				
						MARKING SIGN BASES				
1479		09/22 AP		03/01/22	0000000	O'DONNELL ACE HARDWARE	6.69			03/15/22
						SPRAY FOR CFPW STENCILS				
1479		09/22 AP		02/24/22	0000000	O'DONNELL ACE HARDWARE	6.69			03/15/22
						SPRAY PAINT FOR CFPW				
						STENCILS				
						ACCOUNT TOTAL	26.76	.00	26.76	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1586		09/22 AP		02/28/22	0000000	ASPRO, INC.	198.32			03/15/22
						COLD MIX ASPHALT				
1479		09/22 AP		01/19/22	0000000	NORTH AMERICAN SAFETY, INC	245.25			03/15/22
						HIGH VISION SHIRTS FOR				
						STREETS				
						ACCOUNT TOTAL	443.57	.00	443.57	
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING										
1479		09/22 AP		02/22/22	0000000	BLACK HAWK RENTAL	64.24			03/15/22
						CHAIN SAW HANDGLE				
						ACCOUNT TOTAL	64.24	.00	64.24	
206-6637-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
1583		08/22 AP		02/14/22	0139541	US BANK	151.37			03/09/22
						SHERATON DES MOINES				
						SHERATON ROOM FOR APWA				
1583		08/22 AP		02/14/22	0139541	US BANK	151.37			03/09/22
						SHERATON DES MOINES				
						SHERATON ROOM FOR APWA				
1623		08/22 AP		02/14/22	0139541	US BANK		151.37		03/11/22
						DESCRIPTION CORRECTION				
1623		08/22 AP		02/14/22	0139541	US BANK	151.37			03/11/22
						SHERATON DES MOINES				
1623		08/22 AP		02/14/22	0139541	US BANK		151.37		03/11/22
						DESCRIPTION CORRECTON				
1623		08/22 AP		02/14/22	0139541	US BANK	151.37			03/11/22
						SHERATON DES MOINES				
						HOTEL:FOR APWA-CROSS				
ACCOUNT TOTAL							605.48	302.74		302.74
206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1583		08/22 AP		02/14/22	0139541	US BANK	320.00			03/09/22
						WPY*IOWA WATER ENVIRONMEN				
						IAWEA COLLECTION SYSTEM				
1623		08/22 AP		02/14/22	0139541	US BANK		320.00		03/11/22
						DESCRIPTION CORRECTION				
1623		08/22 AP		02/14/22	0139541	US BANK	320.00			03/11/22
						WPY*IOWA WATER ENVIRONMEN				
						IAWEA COLL.SYS.-CAMARATA				
1583		08/22 AP		02/10/22	0139541	US BANK	225.00			03/09/22
						2022 APWA IOWA CHAPTER				
						APWA CONF MIKE SOPPE				
1623		08/22 AP		12/22/21	0139342	US BANK		75.00		03/11/22
						DESCRIPTION CORRECTION				
						ISU EVENT REGISTRATION				
1623		08/22 AP		12/22/21	0139342	US BANK	75.00			03/11/22
						ISU EVENT REGISTRATION				
						EFFECT.COMM.-YEAROUS				
ACCOUNT TOTAL							940.00	395.00		545.00
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
1480		09/22 AP		02/16/22	0000000	AECOM TECHNICAL SERVICES, INC	9,302.89			03/15/22
						3240-W 27TH ST. RECON.				
						SERVICES THRU 02/11/22				
						PROJECT#:				
						023240				
ACCOUNT TOTAL							9,302.89	.00		9,302.89
206-6637-436.93-01 EQUIPMENT / EQUIPMENT										
1479		09/22 AP		01/21/22	0000000	MACQUEEN EQUIPMENT	234,400.00			03/15/22
						STREET SWEEPER #293				
ACCOUNT TOTAL							234,400.00	.00		234,400.00
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued									
1479		09/22 AP		02/23/22	00000000	O'DONNELL ACE HARDWARE	34.98		03/15/22
						WIRE,PIGTAILS			
1586		09/22 AP		02/23/22	00000000	ECHO GROUP, INC.	66.89		03/15/22
						GLOVES,ELECTRICAL SUPPLIE			
1586		09/22 AP		02/15/22	00000000	FASTENAL COMPANY	18.66		03/15/22
						SUPPLIES FOR MOUNTING			
1479		09/22 AP		02/10/22	00000000	LAWSON PRODUCTS, INC.	142.56		03/15/22
						HARDWARE			
ACCOUNT TOTAL							263.09	.00	263.09
206-6647-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1623		08/22 AP		12/23/21	0139342	US BANK		350.00	03/11/22
						DESCRIPTION CORRECTION			
						INTERNATIONAL MUNICIPA			
1623		08/22 AP		12/23/21	0139342	US BANK	350.00		03/11/22
						INTERNATIONAL MUNICIPA			
						IMSA CEU CLASSES-BUCK			
ACCOUNT TOTAL							350.00	350.00	.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1586		09/22 AP		02/25/22	00000000	KW ELECTRIC, INC.	2,345.00		03/15/22
						INSTALL TRAFFIC CAMERAS			
						CAMERAS 8TH AND HUDSON			
ACCOUNT TOTAL							2,345.00	.00	2,345.00
FUND TOTAL							326,653.46	1,047.74	325,605.72
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1480		09/22 AP		02/16/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	2.40		03/15/22
						11X17 COPY PAPER			
ACCOUNT TOTAL							2.40	.00	2.40
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1566		09/22 AP		02/28/22	00000000	EIDE BAILLY, LLP	1,000.00		03/15/22
						FY21 REAC AUDIT SUBMISSIN			
ACCOUNT TOTAL							1,000.00	.00	1,000.00
FUND TOTAL							1,002.40	.00	1,002.40

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<b>FUND 223 COMMUNITY BLOCK GRANT</b>								
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1480		09/22 AP		02/16/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.60		03/15/22
					11X17 COPY PAPER			
ACCOUNT TOTAL						.60	.00	.60
FUND TOTAL						.60	.00	.60
<b>FUND 224 TRUST &amp; AGENCY</b>								
<b>FUND 242 STREET REPAIR FUND</b>								
242-1240-431.92-25 HOME & COMMUNITY ENVIRON / STRUCTURE IMPROV & BLDGS								
1480		09/22 AP		02/16/22	0000000 AECOM TECHNICAL SERVICES, INC	11,884.38		03/15/22
					3271-N CEDAR HEIGHTS PH1			01/15/22-02/11/22
PROJECT#:				023271				
1623		08/22 AP		01/18/22	0139343 AECOM TECHNICAL SERVICES, INC	16,869.20		03/11/22
					3271-N CEDAR HEIGHTS PH1			CH:START-1/14/22
PROJECT#:				023271				
ACCOUNT TOTAL						28,753.58	.00	28,753.58
242-1240-431.92-84 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS DRIVE								
1623		08/22 AP		01/18/22	0139343 AECOM TECHNICAL SERVICES, INC		16,869.20	03/11/22
					CORRECTIONS			3230-2022 STREET CONST.
PROJECT#:				023230				
ACCOUNT TOTAL						.00	16,869.20	16,869.20-
242-1240-431.92-91 STRUCTURE IMPROV & BLDGS / 12TH ST. RECONSTRUCTION								
1480		09/22 AP		02/25/22	0000000 PETERSON CONTRACTORS	48,724.93		03/15/22
					3196-12TH ST.RECONSTRUCT.			RETAINAGE LESS CO 5
PROJECT#:				023196				
ACCOUNT TOTAL						48,724.93	.00	48,724.93
FUND TOTAL						77,478.51	16,869.20	60,609.31
<b>FUND 254 CABLE TV FUND</b>								
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1566		09/22 AP		03/02/22	0000000 MENARDS-CEDAR FALLS	127.76		03/15/22
					SMALL STORAGE TRUNK			
1583		08/22 AP		02/17/22	0139541 US BANK	4.28		03/09/22
					CASEYS #2630			CUPS
1480		09/22 AP		02/16/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.40		03/15/22
					11X17 COPY PAPER			

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FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1583		08/22 AP		02/11/22	0139541	US BANK	362.90			03/09/22
				MARKERTEK VIDEO SUPPLY		BNC CABLES,GAFFERS TAPE,				
1583		08/22 AP		02/03/22	0139541	US BANK	157.26			03/09/22
				B&H PHOTO 800-606-6969		GAFFER TAPE BLACK				
ACCOUNT TOTAL							654.60	.00	654.60	
254-1088-431.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1583		08/22 AP		02/21/22	0139541	US BANK	9.99			03/09/22
				ROKFIN		MONTHLY 10 SUBSCRIPTION				
ACCOUNT TOTAL							9.99	.00	9.99	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1566		09/22 AP		03/02/22	0000000	FEDERAL EXPRESS	15.06			03/15/22
SHIPPING-OMEGA BROADCAST										
1583		08/22 AP		02/14/22	0139541	US BANK	135.23			03/09/22
				AMZN MKTP US*OM9ONOC43		BACKPACK,BATTERIES				
1583		08/22 AP		02/01/22	0139541	US BANK	215.99			03/09/22
				AMZN MKTP US*M95X94SF3		ROLLING TV MOUNT STAND				
1583		08/22 AP		01/28/22	0139541	US BANK	18.47			03/09/22
				AMAZON.COM*LD0I71XW3 AMZN		CABLE TIES				
1583		08/22 AP		01/26/22	0139541	US BANK	15.50			03/09/22
				AMAZON.COM*4Q7W409Y3 AMZN		CAMERA LENS FILTER				
ACCOUNT TOTAL							400.25	.00	400.25	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1583		08/22 AP		02/17/22	0139541	US BANK	21.38			03/09/22
				CASEYS PIZZA 2630		FOOD FOR CREW-CF BASKETBL				
1583		08/22 AP		02/17/22	0139541	US BANK	71.31			03/09/22
				CASEYS PIZZA 2630		FOOD FOR CREW-CF BASKETBL				
1583		08/22 AP		02/14/22	0139541	US BANK	20.19			03/09/22
				CULVERS #210		MEAL:CF HS WRESTLING CREW				
1583		08/22 AP		02/14/22	0139541	US BANK	10.91			03/09/22
				PANCHEROS MEXICAN FRI		MEAL:UNI WRESTLING CREW				
1583		08/22 AP		02/11/22	0139541	US BANK	75.10			03/09/22
				TST* BRASS TAPS - CEDAR F		MEALS:CREW WORK AT COMM.				
ACCOUNT TOTAL							198.89	.00	198.89	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
1583		08/22 AP		02/16/22	0139541	US BANK	270.00			03/09/22
				B&H PHOTO 800-606-6969		NOGA BALL MOUNT				
1583		08/22 AP		02/15/22	0139541	US BANK	37.48			03/09/22

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FUND 254 CABLE TV FUND									
254-1088-431.93-01 EQUIPMENT / EQUIPMENT						continued			
1583		B&H PHOTO		08/22 AP 02/14/22	0139541	US BANK COILED D-TAP POWER CABLE	200.31		03/09/22
1583		B&H PHOTO		08/22 AP 02/10/22	0139541	US BANK 4 CHANNEL AUDIO SNAKES	86.40		03/09/22
1583		B&H PHOTO		08/22 AP 02/04/22	0139541	US BANK RACK MNT SPEAKER MONITOR	198.98		03/09/22
1583		B&H PHOTO		08/22 AP 02/03/22	0139541	US BANK 4-STREAM AX3000 WIFI	77.73		03/09/22
1583		B&H PHOTO		08/22 AP 02/01/22	0139541	US BANK HDMI FHD EXTENDER	61.88		03/09/22
1583		B&H PHOTO		08/22 AP 02/01/22	0139541	US BANK NEUTRIK CONNECTORS	19.42		03/09/22
1583		B&H PHOTO		08/22 AP 01/26/22	0139541	US BANK KOPUL HEADPHONE	855.36		03/09/22
		B&H PHOTO		08/22 AP 01/26/22	0139541	US BANK HYPERDECK STUDIO HD MINI			
ACCOUNT TOTAL							1,807.56	.00	1,807.56
FUND TOTAL							3,071.29	.00	3,071.29
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1480				09/22 AP 02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.60		03/15/22
						11X17 COPY PAPER			
ACCOUNT TOTAL							3.60	.00	3.60
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES									
1566				09/22 AP 02/28/22	0000000	IPS GROUP, INC	2,747.80		03/15/22
1566				09/22 AP 02/28/22	0000000	IPS GROUP, INC CITATION PRKNG FEES FEB22	223.42		03/15/22
						CC & GATEWAY FEES-FEB'22 (2) PAYSTATIONS			
ACCOUNT TOTAL							2,971.22	.00	2,971.22
FUND TOTAL							2,974.82	.00	2,974.82
FUND 261 TOURISM & VISITORS									
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1587				09/22 AP 03/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.41		03/15/22
						POSTIT/LAMINATE/RUBBERBND			
ACCOUNT TOTAL							23.41	.00	23.41

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FUND 261 TOURISM & VISITORS										
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
1583		08/22 AP		02/03/22	0139541	US BANK	38.06			03/09/22
						USPS PO 1814940913				
						SHIP VISITOR GUIDES TO				
						ACCOUNT TOTAL	38.06	.00	38.06	
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS										
1587		09/22 AP		03/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.16			03/15/22
						8.5X11 BROCHURE PAPER				
						ACCOUNT TOTAL	12.16	.00	12.16	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
1587		09/22 AP		03/08/22	0000000	E & M CONSULTING INC	1,105.95			03/15/22
						2022/2023 ISAE DIRECTORY				
						PROJECT#: 032423				
1587		09/22 AP		03/03/22	0000000	AMPERAGE	2,200.00			03/15/22
						DIGITAL CAMPAIGN APR				
1587		09/22 AP		03/03/22	0000000	AMPERAGE	7,500.00			03/15/22
						DIGITAL CAMPAIGN MAR/APR				
1587		09/22 AP		02/25/22	0000000	BUSINESS PUBLICATIONS CORP.,	1,139.00			03/15/22
						2022 SPRING/SUMMER IA				
						TRAVEL GUIDE AD				
1583		08/22 AP		02/10/22	0139541	US BANK	10.80			03/09/22
						FACEBK *4TE8X9FFB2				
						FACEBOOK AD-REQUEST 2022				
1583		08/22 AP		02/08/22	0139541	US BANK	40.71			03/09/22
						LINKEDIN-752*7815924				
						SPONSORED BOOST				
1583		08/22 AP		02/07/22	0139541	US BANK	10.00			03/09/22
						FACEBK *S7XJLBK6V2				
						FACEBOOK CAMPAIGN -				
1583		08/22 AP		02/02/22	0139541	US BANK	10.00			03/09/22
						FACEBK *MYRNYBT5V2				
						FACEBOOK CAMPAIGN -				
1583		08/22 AP		02/02/22	0139541	US BANK	9.29			03/09/22
						LINKEDIN-750*6985224				
						LINKEDIN SPONSORED BOOST				
1583		08/22 AP		01/31/22	0139541	US BANK	10.00			03/09/22
						FACEBK *UZQQBCB6V2				
						FACEBOOK CAMPAIGN				
1583		08/22 AP		01/27/22	0139541	US BANK	25.00			03/09/22
						FACEBK *GK5AJ9FFB2				
						FACEBOOK CAMPAIGN				
1583		08/22 AP		01/24/22	0139541	US BANK	10.00			03/09/22
						FACEBK *MMTVMCKGB2				
						FACEBOOK CAMPAIGN				
1583		08/22 AP		01/24/22	0139541	US BANK	10.00			03/09/22
						FACEBK *UPKUC9FFB2				
						FACEBOOK CAMPAIGN				
1583		08/22 AP		01/24/22	0139541	US BANK	15.00			03/09/22
						FACEBK *WVC4U9FGB2				
						FACEBOOK CAMPAIGN				
						ACCOUNT TOTAL	12,095.75	.00	12,095.75	
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1583		08/22 AP		01/31/22	0139541	US BANK	11.00			03/09/22

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FUND 261 TOURISM & VISITORS										
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
VETS HY VEE						LUNCH-IA BIKE EXPO-DM				
PROJECT#: 032420										
1583		08/22 AP		01/31/22	0139541	US BANK	19.98			03/09/22
PROJECT#: 032420										
MCDONALD'S M2035						MEAL-IA BIKE EXPO-DM				
ACCOUNT TOTAL							30.98	.00	30.98	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1583		08/22 AP		02/11/22	0139541	US BANK	250.00			03/09/22
PROJECT#: 032424										
EVENT* 2022 IOWA TOURI						IA TOURISM CONF REGISTRAT				
1583		08/22 AP		02/11/22	0139541	US BANK	225.00			03/09/22
PROJECT#: 032424										
EVENT* 2022 IOWA TOURI						BONITA REGISTRATION - IA				
ACCOUNT TOTAL							475.00	.00	475.00	
261-2291-423.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS										
1587		09/22 AP		03/05/22	0000000	EVENT DECORATORS OF IOWA INC	218.00			03/15/22
PROJECT#: 032420										
BOOTH SUPPLIES AT EASTERN						IA SPORT SHOW/JOINT WLOO				
1583		08/22 AP		02/11/22	0139541	US BANK	150.00			03/09/22
PROJECT#: 032420										
RUTABAGA PADDLESPOITS						SHOWCASE AT CANOECOPIA				
ACCOUNT TOTAL							368.00	.00	368.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
1587		09/22 AP		03/04/22	0000000	ARAMARK	5.20			03/15/22
PROJECT#: 032420										
MAT SERVICE										
1587		09/22 AP		02/25/22	0000000	ARAMARK	5.20			03/15/22
PROJECT#: 032420										
MAT SERVICE										
ACCOUNT TOTAL							10.40	.00	10.40	
FUND TOTAL							13,053.76	.00	13,053.76	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1584		08/22 AP		02/07/22	0139541	US BANK	25.00			03/09/22
PROJECT#: 032420										
AMZN MKTP US*L1UHV93W3						NAPKINS				
1584		08/22 AP		02/07/22	0139541	US BANK	64.83			03/09/22
PROJECT#: 032420										
AMZN MKTP US*YL5RA5643						HOT LIQUID CUPS				
1584		08/22 AP		02/07/22	0139541	US BANK	15.99			03/09/22

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1584		AMZN MKTP		08/22 AP	US*4P8K94053	SUGAR PACKETS				
				02/07/22	0139541	US BANK	14.99			03/09/22
1583		AMZN MKTP		08/22 AP	US*473923XR3	COFFEE FILTERS				
				02/01/22	0139541	US BANK	59.98			03/09/22
1583		AMZN MKTP		08/22 AP	US*CX7090DM3	RACK REDUCER ADAPTER				
				01/26/22	0139541	US BANK	53.75			03/09/22
		B&H PHOTO			800-606-6969	POWER CONNECTOR				
ACCOUNT TOTAL							234.54	.00	234.54	
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1447				09/22 AP	03/04/22 0000000	ARAMARK	5.20			03/15/22
1447				09/22 AP	02/25/22 0000000	ARAMARK	5.20			03/15/22
ACCOUNT TOTAL							10.40	.00	10.40	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
1447				09/22 AP	03/01/22 0000000	MASMAR, MANDY SUE	60.00			03/15/22
						SENIOR LINE DANCING FOR FEBRUARY '22				
ACCOUNT TOTAL							60.00	.00	60.00	
FUND TOTAL							304.94	.00	304.94	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1589				09/22 AP	02/23/22 0000000	GOODWIN TUCKER GROUP	802.59			03/15/22
						ICE MACHINE DOOR ASSEMBLY AND INSTALLATION				
PROJECT#: 062516										
ACCOUNT TOTAL							802.59	.00	802.59	
FUND TOTAL							802.59	.00	802.59	

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FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431	1583	89-80		08/22	02/11/22 0139541	MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG US BANK	123.00			03/09/22
PROJECT#: 012020										
404-1220-431	1583	89-80		08/22	01/28/22 0139541	AMAZON.COM*YI3EC3C83 AMZN HAND SANITIZER DISPENSERS	16.97			03/09/22
PROJECT#: 012020										
404-1220-431	1583	89-80		08/22	01/24/22 0139541	AMZN MKTP US*364RS3013 FACE MASKS	1,060.00			03/09/22
PROJECT#: 012020										
404-1220-431	1583	89-80		08/22	01/24/22 0139541	AMZN MKTP US*188VP1DRO KN95 MASKS	199.90			03/09/22
PROJECT#: 012020										
AMZN MKTP US*9KODX3053 CARBON FILTER INSERT										
PROJECT#: 012020										
ACCOUNT TOTAL							1,399.87	.00	1,399.87	
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS										
404-1220-431	1608	92-37		09/22	02/28/22 0000000	RALLY APPRAISAL, LLC	475.00			03/15/22
PROJECT#: 023198										
404-1220-431	1608	92-37		09/22	02/25/22 0000000	3198-FLOOD BUYOUT RALLY APPRAISAL, LLC	425.00			03/15/22
PROJECT#: 023198										
404-1220-431	1608	92-37		09/22	02/24/22 0000000	3198-FLOOD BUYOUT RALLY APPRAISAL, LLC	425.00			03/15/22
PROJECT#: 023198										
404-1220-431	1608	92-37		09/22	02/24/22 0000000	3198-FLOOD BUYOUT RALLY APPRAISAL, LLC	425.00			03/15/22
PROJECT#: 023198										
404-1220-431	1608	92-37		09/22	02/23/22 0000000	3198-FLOOD BUYOUT RALLY APPRAISAL, LLC	475.00			03/15/22
PROJECT#: 023198										
404-1220-431	1608	92-37		09/22	02/22/22 0000000	3198-FLOOD BUYOUT RALLY APPRAISAL, LLC	425.00			03/15/22
PROJECT#: 023198										
404-1220-431	1608	92-37		09/22	02/21/22 0000000	3198-FLOOD BUYOUT RALLY APPRAISAL, LLC	425.00			03/15/22
PROJECT#: 023198										
404-1220-431	1608	92-37		09/22	02/21/22 0000000	3198-FLOOD BUYOUT RALLY APPRAISAL, LLC	475.00			03/15/22
PROJECT#: 023198										
ACCOUNT TOTAL							3,550.00	.00	3,550.00	

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 404	FEMA							
					FUND TOTAL	4,949.87	.00	4,949.87
FUND 405	FLOOD RESERVE FUND							
FUND 407	VISION IOWA PROJECT							
FUND 408	STREET IMPROVEMENT FUND							
FUND 410	CORONAVIRUS LOCAL RELIEF							
FUND 430	2004 TIF BOND							
430-1220-431.91-10	LAND / INDUSTRIAL PARK LAND ACQ							
1566	09/22 AP 03/01/22 0000000				BLACK HAWK CO.ABSTRACT	300.00		03/15/22
	W VIKING RD IND PRK PI				PHASE I 551444			
					ACCOUNT TOTAL	300.00	.00	300.00
430-1220-431.97-64	TIF BOND PROJECTS / VIKING ROAD EXTENSION							
1583	08/22 AP 01/31/22 0139541				US BANK	355.00		03/09/22
	IA DNR FEES AND PAYMENTS				DNR FEES-NPDES PERMIT 2			
	PROJECT#: 023189							
					ACCOUNT TOTAL	355.00	.00	355.00
430-1220-431.97-83	TIF BOND PROJECTS / TIF LEGAL FEES							
1566	09/22 AP 02/23/22 0000000				AHLERS AND COONEY, P.C.	2,502.00		03/15/22
	LGL:URBAN RENEWAL				2/7/22-2/18/22			
					ACCOUNT TOTAL	2,502.00	.00	2,502.00
430-1220-431.98-47	CAPITAL PROJECTS / CYBER LANE							
1480	09/22 AP 02/02/22 0000000				OWEN CONTRACTING INC.	1,821.63		03/15/22
	3245-CYBER LANE EXTENSION							
	PROJECT#: 023245							
					ACCOUNT TOTAL	1,821.63	.00	1,821.63
					FUND TOTAL	4,978.63	.00	4,978.63
FUND 431	2014 BOND							
FUND 432	2003 BOND							
FUND 433	2001 TIF							
FUND 434	2000 BOND							

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FUND 435	1999	TIF							
FUND 436	2012	BOND							
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
438-1220-431	1583	08/22 AP	01/31/22	0139541	US BANK	180.00			03/09/22
		IA DNR FEES AND PAYMENTS			DNR FEES - NPDES PERMIT 2				
		PROJECT#:		023247					
		ACCOUNT TOTAL				180.00	0.00		180.00
		FUND TOTAL				180.00	0.00		180.00
FUND 439	2008	BOND FUND							
FUND 443	CAPITAL PROJECTS								
443-1220-431	1608	09/22 AP	02/28/22	0000000	EMERGENT ARCHITECTURE	4,500.00			03/15/22
		3231-CITY HALL REMODEL			2/1-2/28/22				
		PROJECT#:		023231					
443-1220-431	1608	09/22 AP	02/28/22	0000000	PETERS CONSTRUCTION CORP.	441,098.30			03/15/22
		3231-CITY HALL REMODEL							
		PROJECT#:		023231					
		ACCOUNT TOTAL				445,598.30	0.00		445,598.30
443-1220-431	1566	09/22 AP	02/26/22	0000000	AHLERS AND COONEY, P.C.	1,735.22			03/15/22
		3244-ASHWORTH DR EXT.			JOHNSON/NICOL,1/17-2/15				
		PROJECT#:		023244					
		ACCOUNT TOTAL				1,735.22	0.00		1,735.22
		FUND TOTAL				447,333.52	0.00		447,333.52
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								

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FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6675-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES									
1586		09/22 AP		02/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT MOUNT FOR COMPUTER SCREEN	116.07		03/15/22
ACCOUNT TOTAL							116.07	.00	116.07
551-6675-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1583		08/22 AP		02/10/22	0139541	US BANK APWA CONFERENCE BRIAN H 2022 APWA IOWA CHAPTER	225.00		03/09/22
ACCOUNT TOTAL							225.00	.00	225.00
551-6685-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES									
1583		08/22 AP		02/01/22	0139541	US BANK AMZN MKTP US*CS3I74TZ3 CLIPBOARD FOR RFID	40.56		03/09/22
ACCOUNT TOTAL							40.56	.00	40.56
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1479		09/22 AP		02/28/22	0000000	CULLIGAN WATER CONDITIONING BOTTLE WATER TRANSFER STATION	7.15		03/15/22
ACCOUNT TOTAL							7.15	.00	7.15
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS									
1589		09/22 AP		03/03/22	0000000	MENARDS-CEDAR FALLS SOCKETS	10.41		03/15/22
1479		09/22 AP		02/24/22	0000000	MENARDS-CEDAR FALLS FIBERGLASS RIP,BIT,TAPCON	36.56		03/15/22
ACCOUNT TOTAL							46.97	.00	46.97
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING									
1589		09/22 AP		02/24/22	0000000	STOREY KENWORTHY CART STICKERS	193.48		03/15/22
1583		08/22 AP		01/21/22	0139541	US BANK AMAZON.COM*VB4D17SH3 COLORED PAPER FOR REFUSE	17.98		03/09/22
ACCOUNT TOTAL							211.46	.00	211.46

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FUND 551 REFUSE FUND									
551-6685-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
1566		09/22	AP	03/02/22	0000000	THOMPSON SHOES	160.00		03/15/22
						SAFETY SHOES-R TRENKAMP P.O. 56703			
1566		09/22	AP	03/02/22	0000000	THOMPSON SHOES	102.00		03/15/22
						SAFETY SHOES-K GAEDE P.O. 56706			
						ACCOUNT TOTAL	262.00	.00	262.00
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
1479		09/22	AP	02/23/22	0000000	MENARDS-CEDAR FALLS	28.91		03/15/22
						TAPE FOR 341			
1462		09/22	AP	02/14/22	0000000	MENARDS-CEDAR FALLS	4.22		03/15/22
						NIPPLES			
1462		09/22	AP	02/14/22	0000000	MENARDS-CEDAR FALLS	14.45		03/15/22
						SCREW EXTRACTORS,NIPPLES			
1462		09/22	AP	02/09/22	0000000	PLUMB SUPPLY COMPANY, LLC	150.07		03/15/22
						PIPE FOR TRANSFER TRAILER			
						ACCOUNT TOTAL	197.65	.00	197.65
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1479		09/22	AP	01/19/22	0000000	NORTH AMERICAN SAFETY, INC	34.75		03/15/22
						HIGH VISION SHIRTS FOR REFUSE			
						ACCOUNT TOTAL	34.75	.00	34.75
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1586		09/22	AP	03/04/22	0000000	WEIKERT IRON AND METAL	735.00		03/15/22
						APPLIANCE RECYCLING			
1586		09/22	AP	03/03/22	0000000	SAM ANNIS & CO.	10.00		03/15/22
						PROPANE TANK RECYCLING			
1589		09/22	AP	02/14/22	0000000	SAM ANNIS & CO.	79.93		03/15/22
						PROPANE REFILL-RECYCLE CT			
1462		09/22	AP	02/12/22	0000000	LIBERTY TIRE RECYCLING, LLC	710.80		03/15/22
						SCRAP TIRE RECYCLING			
						ACCOUNT TOTAL	1,535.73	.00	1,535.73
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
1583		08/22	AP	02/21/22	0139541	US BANK	3,642.66		03/09/22
						SMART SCALE TECHNOLOGIES SCALES FOR TRUCKS AT			
						ACCOUNT TOTAL	3,642.66	.00	3,642.66
						FUND TOTAL	6,320.00	.00	6,320.00

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FUND 552 SEWER RENTAL FUND										
552-6655-1575	436.72-60	OPERATING SUPPLIES /				SAFETY SUPPLIES				
	09/22 AP	02/21/22	0000000			CAMPBELL SUPPLY WATERLOO GLOVES	147.50			03/15/22
ACCOUNT TOTAL							147.50	0.00	147.50	
552-6655-1575	436.72-99	OPERATING SUPPLIES /				POSTAGE				
	09/22 AP	02/05/22	0000000			UNITED PARCEL SERVICE NBS CALIBRATIONS SHIPPING	24.09			03/15/22
ACCOUNT TOTAL							24.09	0.00	24.09	
552-6655-1575	436.73-05	OTHER SUPPLIES /				OPERATING EQUIPMENT				
	09/22 AP	02/18/22	0000000			POLK'S LOCK SERVICE, INC. LOCK KEYS	2.50			03/15/22
ACCOUNT TOTAL							2.50	0.00	2.50	
552-6655-1586	436.73-27	OTHER SUPPLIES /				IOWA ONE CALL				
	09/22 AP	02/24/22	0000000			IOWA ONE CALL IOWA ONE CALL JANUARY'22	54.90			03/15/22
ACCOUNT TOTAL							54.90	0.00	54.90	
552-6655-1480	436.96-82	SEWER BOND PROJECTS /				OAK PARK SEWER REPLACE				
	09/22 AP	02/18/22	0000000			SNYDER & ASSOCIATES, INC. SERVICES THRU 01/31/22	2,606.62			03/15/22
PROJECT#:	023182									
552-6655-1583	08/22 AP	01/26/22	0139541			US BANK	100.00			03/09/22
PROJECT#:	023182									
ACCOUNT TOTAL							2,706.62	0.00	2,706.62	
552-6665-1575	436.72-26	OPERATING SUPPLIES /				TESTING & LAB				
	09/22 AP	02/28/22	0000000			NORTH CENTRAL LABORATORIES LAB SUPPLIES	183.26			03/15/22
ACCOUNT TOTAL							183.26	0.00	183.26	
552-6665-1566	436.72-60	OPERATING SUPPLIES /				SAFETY SUPPLIES				
	09/22 AP	03/02/22	0000000			THOMPSON SHOES SAFETY SHOES-J NORTHRUP	153.00			03/15/22
ACCOUNT TOTAL							153.00	0.00	153.00	

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FUND 552 SEWER RENTAL FUND										
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1615		09/22 AP		03/09/22	0000000	O'DONNELL ACE HARDWARE	5.69			03/15/22
						PLUMBING-PIPE CAP				
1615		09/22 AP		03/08/22	0000000	JOHNSTONE SUPPLY OF WATERLOO	109.27			03/15/22
						MOTOR PARTS				
1615		09/22 AP		03/04/22	0000000	O'DONNELL ACE HARDWARE	9.69			03/15/22
						TAPE				
1615		09/22 AP		03/02/22	0000000	O'DONNELL ACE HARDWARE	14.23			03/15/22
						BOLTS AND CAULK				
1615		09/22 AP		03/02/22	0000000	O'DONNELL ACE HARDWARE	6.99			03/15/22
						CAULK				
1575		09/22 AP		03/01/22	0000000	MENARDS-CEDAR FALLS	19.24			03/15/22
						PLUMBING				
1575		09/22 AP		03/01/22	0000000	O'DONNELL ACE HARDWARE	68.35			03/15/22
						CAULK AND TOOLS				
1575		09/22 AP		03/01/22	0000000	O'DONNELL ACE HARDWARE	75.41			03/15/22
						VARIOUS SUPPLIES				
1575		09/22 AP		02/25/22	0000000	O'DONNELL ACE HARDWARE	35.76			03/15/22
						BOLTS				
1575		09/22 AP		02/24/22	0000000	ARNOLD MOTOR SUPPLY	39.99			03/15/22
						LED BULBS				
1575		09/22 AP		02/24/22	0000000	MENARDS-CEDAR FALLS	40.21			03/15/22
						PLUMBING				
1575		09/22 AP		02/23/22	0000000	ARNOLD MOTOR SUPPLY	51.50			03/15/22
						RUST INHIBITOR				
1575		09/22 AP		02/23/22	0000000	MENARDS-CEDAR FALLS	43.01			03/15/22
						PLUMBING SUPPLIES				
1575		09/22 AP		02/23/22	0000000	O'DONNELL ACE HARDWARE	29.75			03/15/22
						BOLTS				
1575		09/22 AP		02/23/22	0000000	ENDRESS AND HAUSER, INC.	3,976.64			03/15/22
						DIGESTER SENSOR				
1575		09/22 AP		02/22/22	0000000	ARNOLD MOTOR SUPPLY	51.50			03/15/22
						RUST INHIBITOR				
1575		09/22 AP		02/21/22	0000000	GRAINGER PARTS	641.75			03/15/22
						VARIOUS SUPPLIES				
1575		09/22 AP		02/15/22	0000000	ELECTRICAL ENGINEERING & EQUI	245.75			03/15/22
						ELECTRICAL SUPPLIES				
1575		09/22 AP		02/14/22	0000000	HUPP ELECTRIC MOTORS	687.61			03/15/22
						CONTROL MODULE				
1575		09/22 AP		02/11/22	0000000	CRESCENT ELECTRIC	9.16			03/15/22
						TERMINAL BLOCK				
1575		09/22 AP		02/10/22	0000000	CRESCENT ELECTRIC	20.61			03/15/22
						CONDUIT				
1575		09/22 AP		02/09/22	0000000	CRESCENT ELECTRIC	21.42			03/15/22
						LAMPS				
1583		08/22 AP		02/09/22	0139541	US BANK	319.00			03/09/22
						WAL-MART #0753				
1583		08/22 AP		01/24/22	0139541	US BANK	68.96			03/09/22
						P AND K MIDWEST WAVERLY				
1479		09/22 AP		11/04/21	0000000	NORTHLAND PRODUCTS CO.		44.00		03/15/22

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT ----
FUND 552 SEWER RENTAL FUND								
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT					continued			
1575				09/22 AP 06/21/21	0000000		67.80	03/15/22
CREDIT FOR DRUM RETURN								
CREDIT FOR GLASSES								
ACCOUNT TOTAL						6,591.49	111.80	6,479.69
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR								
1575				09/22 AP 02/23/22	0000000	102.42		03/15/22
SHERWIN-WILLIAMS COMPANY								
PAINT								
ACCOUNT TOTAL						102.42	.00	102.42
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.								
1615				09/22 AP 02/25/22	0000000	125.68		03/15/22
VAN METER, INC.								
ELECTRICAL FOR LIFT STATI								
1575				09/22 AP 02/23/22	0000000	6,982.27		03/15/22
HUPP ELECTRIC MOTORS								
PARK DRIVE PUMP								
ACCOUNT TOTAL						7,107.95	.00	7,107.95
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
1583				08/22 AP 02/16/22	0139541	280.00		03/09/22
US BANK								
WPY*IOWA WATER ENVIRONMEN								
IOWA WATER ENVIRONMENT								
1583				08/22 AP 02/14/22	0139541	480.00		03/09/22
US BANK								
WPY*IOWA WATER ENVIRONMEN								
IOWA WATER ENVIR.CONFRENC								
ACCOUNT TOTAL						760.00	.00	760.00
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1615				09/22 AP 02/24/22	0000000	300.00		03/15/22
HUPP ELECTRIC MOTORS								
SERVICE CALL								
1575				09/22 AP 02/16/22	0000000	7,214.37		03/15/22
BRECKE MECHANICAL CONTRACTORS								
HEAT EXG REPAIR								
ACCOUNT TOTAL						7,514.37	.00	7,514.37
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS								
1615				09/22 AP 03/04/22	0000000	23.36		03/15/22
ARAMARK								
RUGS								
1575				09/22 AP 02/25/22	0000000	23.36		03/15/22
ARAMARK								
RUGS								
ACCOUNT TOTAL						46.72	.00	46.72

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FUND 552 SEWER RENTAL FUND										
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
1615		09/22 AP		03/07/22	0000000	TESTAMERICA LABORATORIES, INC	412.00			03/15/22
						LAB TESTS				
1575		09/22 AP		02/28/22	0000000	TESTAMERICA LABORATORIES, INC	715.00			03/15/22
						LAB TESTING				
ACCOUNT TOTAL							1,127.00	.00	1,127.00	
FUND TOTAL							26,521.82	111.80	26,410.02	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1480		09/22 AP		02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.55			03/15/22
						BATTERIES				
1480		09/22 AP		02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.00			03/15/22
						11X17 COPY PAPER				
ACCOUNT TOTAL							3.55	.00	3.55	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1480		09/22 AP		03/04/22	0000000	BLACK HAWK CO.ABSTRACT	35.00			03/15/22
						3215-OLIVE ST BOX CULVERT				
						PROJECT#: 023215				
ACCOUNT TOTAL							35.00	.00	35.00	
FUND TOTAL							38.55	.00	38.55	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1583		08/22 AP		02/18/22	0139541	US BANK	98.83			03/09/22
						AMAZON.COM*1B9WQ3UU1 AMZN				
1480		09/22 AP		02/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.80			03/15/22
						11X17 COPY PAPER				
1566		09/22 AP		02/08/22	0000000	STOREY KENWORTHY	53.46			03/15/22
						HP INK-RECEIPT PRINTER				
ACCOUNT TOTAL							154.09	.00	154.09	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1566		09/22 AP		02/22/22	0000000	MENARDS-CEDAR FALLS	8.98			03/15/22
						DIAG CUT PLIERS				

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FUND 606 DATA PROCESSING FUND										
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1583		08/22 AP		02/21/22	0139541	US BANK	48.69			03/09/22
		AMZN MKTP		US*1I5DN8CL1		IPHONE SE CASES				
1583		08/22 AP		02/10/22	0139541	US BANK	98.95			03/09/22
		AMZN MKTP		US*DI16922T3		BACKPACK-RON G				
ACCOUNT TOTAL							156.62	.00	156.62	
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.										
1583		08/22 AP		02/01/22	0139541	US BANK	99.00			03/09/22
		STK*BIGSTOCKPHOTO.COM				ONLINE SUBSCRIPTION				
ACCOUNT TOTAL							99.00	.00	99.00	
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1566		09/22 AP		02/28/22	0000000	THE DAVENPORT GROUP USA, LTD	4,830.40			03/15/22
		LAMA RENTAL MIGRATION				2ND FINAL				
ACCOUNT TOTAL							4,830.40	.00	4,830.40	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1566		09/22 AP		02/22/22	0000000	GORDON FLESCH COMPANY	1,487.76			03/15/22
		COPIERS/24629-MPS01/FEB22				2/22-3/21/22&OV11/22-2/21				
ACCOUNT TOTAL							1,487.76	.00	1,487.76	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1583		08/22 AP		02/18/22	0139541	US BANK	48.73			03/09/22
		AMZN MKTP		US*EU3HH15Y3		LAPTOP BATTERY-JEN				
1583		08/22 AP		01/24/22	0139541	US BANK	114.97			03/09/22
		AMZN MKTP		US*W90M42SR3		BATTERY REPL-DELL LAPTOP				
ACCOUNT TOTAL							163.70	.00	163.70	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
1566		09/22 AP		02/25/22	0000000	IP PATHWAYS, LLC	7,636.51			03/15/22
		VMWARE MAINTENANCE								
1566		09/22 AP		02/18/22	0000000	IP PATHWAYS, LLC	8,118.00			03/15/22
		FIREWALL MAINT.SOFTWARE				SUBSCRIPTION				
1583		08/22 AP		02/07/22	0139541	US BANK	896.84			03/09/22
		SMK*SURVEYMONKEY.COM				SUBSCRIPTION RENEWAL				
1566		09/22 AP		12/08/21	0000000	GORDON FLESCH COMPANY	2,538.00			03/15/22
		LASERFICHE USER LICENSES								
ACCOUNT TOTAL							19,189.35	.00	19,189.35	

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE		
FUND 606 DATA PROCESSING FUND										
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1583		08/22 AP	02/10/22	0139541	US BANK	315.00		03/09/22		
		AMZN MKTP	US*DR0LFWG3		PAPERLESS FAX MACHINE					
1583		08/22 AP	02/08/22	0139541	US BANK	24.90		03/09/22		
		AMZN MKTP	US*0C7W34YF3		POWER SUPPLY DOCK STATION					
1583		08/22 AP	02/07/22	0139541	US BANK	69.32		03/09/22		
		AMZN MKTP	US*NE7R95AW3 AM		BATTERIES,SERIAL CARD					
1583		08/22 AP	02/07/22	0139541	US BANK	25.99		03/09/22		
		AMZN MKTP	US*W06HP2LP3		LAPTOP LIGHT					
1583		08/22 AP	02/07/22	0139541	US BANK	3,920.08		03/09/22		
		CHRISTENSEN MFG			LADDER RACK FOR #AD04					
1583		08/22 AP	02/03/22	0139541	US BANK	636.92		03/09/22		
		BEST BUY	00003798		2TB & 5TB HARD DRIVES					
1583		08/22 AP	02/03/22	0139541	US BANK	99.99		03/09/22		
		BEST BUY	00003798		5TB HARD DRIVE-PD					
1583		08/22 AP	01/24/22	0139541	US BANK	91.32		03/09/22		
		AMZN MKTP	US*M33TV7N73		ADAPTERS,EARPHONES					
		ACCOUNT TOTAL					5,183.52	.00	5,183.52	
		FUND TOTAL					31,264.44	.00	31,264.44	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
1632		09/22 AP	03/07/22	0000000	HOLMES MURPHY & ASSOCIATES LL	2,333.33		03/15/22		
					BENEFITS CONSULTING SERV				APRIL 2022	
		ACCOUNT TOTAL					2,333.33	.00	2,333.33	
		FUND TOTAL					2,333.33	.00	2,333.33	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1586		09/22 AP	02/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	38.03		03/15/22		
					REPORT COVERS FOR BIDS					
		ACCOUNT TOTAL					38.03	.00	38.03	
685-6698-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1586		09/22 AP	03/05/22	0000000	UNITED PARCEL SERVICE	16.30		03/15/22		
					SHIPPING FOR TABLET					
		ACCOUNT TOTAL					16.30	.00	16.30	

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1479		09/22 AP		02/28/22	0000000	CONSOLIDATED ENERGY COMPANY	897.00		03/15/22
						BULK DEF FLUID 2200 TECH			
1479		09/22 AP		02/25/22	0000000	DICK'S PETROLEUM COMPANY	388.75		03/15/22
						REPAIR 1500 BLUFF ST FUEL			
1586		09/22 AP		02/25/22	0000000	NORTHLAND PRODUCTS CO.	4,119.40		03/15/22
						TOTE OF HYDRAULIC OIL FOR			
1586		09/22 AP		02/25/22	0000000	NORTHLAND PRODUCTS CO.	440.25		03/15/22
						ENGINE COOLANT			
1462		09/22 AP		02/23/22	0000000	HTP ENERGY	22,901.02		03/15/22
						GASOHOL AT BLUFF STREET			
1462		09/22 AP		02/22/22	0000000	MANSFIELD OIL COMPANY	22,381.50		03/15/22
						#1 DIESEL 2200 TECHNOLOGY			
1479		09/22 AP		02/21/22	0000000	NORTHLAND PRODUCTS CO.	4,585.15		03/15/22
						BULK OIL FOR SHOP			
1479		09/22 AP		02/21/22	0000000	NORTHLAND PRODUCTS CO.	3,102.00		03/15/22
						ANTIFREEZE FOR STORAGE			
1462		09/22 AP		02/18/22	0000000	NORTHLAND PRODUCTS CO.	3,057.13		03/15/22
						BULK OIL FOR TRUCK STORAG			
1479		09/22 AP		02/18/22	0000000	NORTHLAND PRODUCTS CO.		44.00	03/15/22
						CREDIT FOR DRUM RETURN			
1462		09/22 AP		02/17/22	0000000	NORTHLAND PRODUCTS CO.		176.00	03/15/22
						OIL BARREL CREDIT			
						ACCOUNT TOTAL	61,872.20	220.00	61,652.20
685-6698-446.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1462		09/22 AP		02/15/22	0000000	MENARDS-CEDAR FALLS	71.90		03/15/22
						CORDS,UNIV JOINTS			
						ACCOUNT TOTAL	71.90	.00	71.90
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1479		09/22 AP		02/18/22	0000000	AIRGAS USA, LLC	25.50		03/15/22
						WELDING GLOVES			
						ACCOUNT TOTAL	25.50	.00	25.50
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1589		09/22 AP		03/03/22	0000000	MENARDS-CEDAR FALLS	5.98		03/15/22
						GATE PULL FOR TRAILER			
1589		09/22 AP		03/02/22	0000000	MENARDS-CEDAR FALLS	1.18		03/15/22
						EYE BOLT FOR SIGN TRAILER			
1589		09/22 AP		03/01/22	0000000	MENARDS-CEDAR FALLS	3.78		03/15/22
						ELASTOMERIC PATCH # 346			
1479		09/22 AP		02/28/22	0000000	KELTEK INCORPORATED	311.52		03/15/22
						#501 WARNING LIGHTS			

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued			
1589		09/22 AP		02/28/22	0000000	MENARDS-CEDAR FALLS	4.85		03/15/22
						WAX PAPER,RUBBING ALCOHOL			
1479		09/22 AP		02/24/22	0000000	MENARDS-CEDAR FALLS	13.96		03/15/22
						HINGE SET FOR TRAILER			
1583		08/22 AP		01/27/22	0139541	US BANK	480.00		03/09/22
						KWIK TRIP 478 00004788			
						CAR WASH CARDS-10			
						ACCOUNT TOTAL	821.27	.00	821.27
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
1462		09/22 AP		02/16/22	0000000	PRECISE MRM LLC	1,020.00		03/15/22
						AVL CELL CHARGES			
						ACCOUNT TOTAL	1,020.00	.00	1,020.00
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
1589		09/22 AP		03/04/22	0000000	ARAMARK	82.45		03/15/22
						SHOP TOWELS			
1479		09/22 AP		02/25/22	0000000	ARAMARK	82.45		03/15/22
						SHOP TOWELS			
						ACCOUNT TOTAL	164.90	.00	164.90
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
1479		09/22 AP		02/28/22	0000000	KELTEK INCORPORATED	19,575.08		03/15/22
						PD#12 UPFITTING COSTS			
						ACCOUNT TOTAL	19,575.08	.00	19,575.08
						FUND TOTAL	83,605.18	220.00	83,385.18
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
1566		09/22 AP		02/03/22	0000000	HARTFORD FIRE INSURANCE COMPA	2,490.00		03/15/22
						FLOOD INS-2200 TECHNOLOGY			
						2022 PREMIUM			
						ACCOUNT TOTAL	2,490.00	.00	2,490.00
						FUND TOTAL	2,490.00	.00	2,490.00

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
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POST DT ----									
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	1,172,404.37	18,975.71	1,153,428.66