



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JUNE 20, 2022
7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular meeting of June 6, 2022.

Agenda Revisions

Special Presentations

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

Special Order of Business

2. Public hearing on proposed plans, specifications, form of contract & estimate of cost for the 2022 Seal Coat Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 10, 2022)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 Seal Coat Project.
3. Public hearing on proposed plans, specifications, form of contract & estimate of cost for the 2022 University Avenue Bio Cells Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 10, 2022)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 University Avenue Bio Cells Project.

Old Business

4. Pass Ordinance #3012, amending Chapter 24, Utilities, of the Code of Ordinances, relative to storm water rates, upon its third and final consideration.

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

5. Receive and file the City Council Standing Committee minutes of June 6, 2022 relative to the following items:
 - a) City Council Training Update.
 - b) Grow Cedar Valley Update.
 - c) FY2023 Cash Management Report.
6. Receive and file the following resignations of members from Boards and Commissions:
 - a) Melissa Heston, Housing Commission.
 - b) Susan Langan, Human Rights Commission.
7. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Craig Fairbanks, Housing Commission, term ends 12/31/2022.
 - b) Peggy Larson, Housing Commission, term ends 12/31/2023.
 - c) David Kivett, Human Rights Commission, term ends 07/01/25.
 - d) Sonja Bock, Human Rights Commission, term ends 07/01/25.
8. Receive and file the Appointment Process for City Boards and Commissions (CFD 1201).
9. Receive and file the Cedar Falls Resilience Plan.
10. Receive, file and approve the FY2023 Cash Management Report.
11. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) Great Wall China, 2125 College Street.
 - b) Kwik Star #490, 7500 Nordic Drive.
 - c) Kwik Star #726, 2019 College Street.
 - d) Kwik Star #934, 4515 Coneflower Parkway.
 - e) Tobacco Outlet Plus #561, 4116 University Avenue Suite 104-105.
12. Approve the following applications for beer permits and liquor licenses:
 - a) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
 - b) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
 - c) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
 - d) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor - renewal.
 - e) George's Local, 108 E. 4th Street, Class C liquor & outdoor service – renewal.
 - f) Montage, 222-224 Main Street, Class C liquor & outdoor service – renewal.
 - g) Starbeck's Smokehouse, 6607 University Ave, Class C liquor & outdoor service – renewal.
 - h) The Other Place, 209 Main Street, Class C liquor - new.

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.)

13. Resolution approving the recommendation of the Mayor and City Administrator by appointing Craig Berte as the Director of Public Safety Services.
14. Resolution approving and adopting a job classification for the position of Diversity, Equity & Inclusion (DEI) Specialist in the Human Resources Department.
15. Resolution approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the audit of the City's FY2022 financial statements and compliance with federal award programs.
16. Resolution approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY2023 Employee Health Plan.

- [17.](#) Resolution approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY2023 Employee Health Plan.
- [18.](#) Resolution approving and authorizing execution of a Joinder Agreement for Group Term Life Insurance with National Insurance Services of Wisconsin Insurance Trust relative to Group Term Life Insurance & Accidental Death & Dismemberment (AD&D) Insurance.
- [19.](#) Resolution approving and authorizing execution of Amendment #3 to Joinder Agreement for Long Term Disability Insurance with National Insurance Services Trust. (contingent upon approval of previous item)
- [20.](#) Resolution approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to renewal of City's Public Entity Insurance for FY2023.
- [21.](#) Resolution approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with L&M Transmission.
- [22.](#) Resolution approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with Rasmussen Towing, Inc.
- [23.](#) Resolution approving and authorizing execution of two Lease Extensions relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Heart Center's Visiting Artist Program.
- [24.](#) Resolution approving and authorizing execution of a Cooperative Agreement for Use of Swimming Pools with the Cedar Falls Community School District.
- [25.](#) Resolution approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY2023 Economic Development Grant.
- [26.](#) Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to an FY2023 Economic Development Grant.
- [27.](#) Resolution approving and authorizing execution of an Agreement to Support Economic Development in the Cedar Valley with Grow Cedar Valley relative to an FY2023 Economic Development Grant.
- [28.](#) Resolution approving and authorizing execution of an FY2023 Facade Improvement Fund Agreement with Cedar Falls Community Main Street.
- [29.](#) Resolution in support of the College Hill Partnership's "Light Up College Hill" plan and grant application to Destination Iowa program of the State of Iowa.
30. Resolution approving and adopting the Cedar Falls Resilience Plan (refer to agenda item #9 for the full Resilience Plan).
- [31.](#) Resolution approving and authorizing execution of a Repair Contract with Tojo Construction Inc. relative to a Community Development Block Grant (CDBG) and CARES Act (CDBG-CV1) Owner-Occupied Repair Project at 700 West Ridgeway Avenue, Lot 435.
- [32.](#) Resolution approving the final plat of West Viking Road Industrial Park Phase V.
- [33.](#) Resolution approving and authorizing execution of a Preconstruction Agreement for a Primary Road Project with the Iowa Department of Transportation (IDOT) relative to the Highway 58/Hudson Road Resurfacing Project.
- [34.](#) Resolution receiving and filing, and approving and accepting the bid of Owen Contracting, Inc., in the amount of \$1,540,597.85, being the only bid received for the Center Street Corridor Streetscape Project.

- [35.](#) Resolution approving and accepting the contract and bond of Owen Contracting, Inc. for the Center Street Corridor Streetscape Project.
- [36.](#) Resolution approving and authorizing execution of three Owner Purchase Agreements, and approving and accepting three Temporary Construction Easements, two Warranty Deeds and one Public Utility Easement, in conjunction with the Olive Street Box Culvert Replacement Project.
- [37.](#) Resolution receiving and filing, and setting July 5, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Olive Street Box Culvert Replacement Project.
- [38.](#) Resolution receiving and filing, and setting July 5, 2022 as the date of public hearing on the FY2023 (FFY2022) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.
- [39.](#) Resolution setting July 5, 2022 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to Planning and Zoning Commission review of site plans.

Ordinances:

- [40.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of South Lawn Road, upon its first consideration.

Allow Bills and Claims

- [41.](#) Allow Bills and Claims for June 20, 2022.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**COMMUNITY CENTER
CEDAR FALLS, IOWA, JUNE 6, 2022
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: Schultz.
- 53829 - It was moved by Harding and seconded by Kruse that the minutes of the Regular Meeting of May 16, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- 53830 - Mayor Green read the following proclamations:
- Proclamation recognizing June 6-12, 2022 as Iowa Museum Week. Cedar Falls Historical Society Board President David Welter and Fundraising Campaign Co-Chair Steve Bernard accepted and commented.
- Proclamation recognizing June 19, 2022 as Juneteenth.
- 53831 - Rick Sharp, 1623 Birch Street, commented on the use of public safety officers and overtime costs for zero tolerance enforcement of fireworks.
- 53832 - Mayor Green announced that in accordance with the public notice of May 20, 2022, this was the time and place for a public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$3,200,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP). 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.
- 53833 - The Mayor then asked if there were any written communications filed to the proposed bond sale. 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 bond sale. There being no one else present wishing to speak about the proposed bond sale, the Mayor declared the hearing closed and passed to the next order of business.
- 53834 - It was moved by Kruse and seconded by Harding that Resolution #22,789, instituting proceedings to take additional action for the issuance of not to exceed \$3,200,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP), be adopted. Following comments and questions by Councilmembers Sires, Harding and Dunn, and responses by Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Dunn. Nay: Sires. Motion Carried. The Mayor then declared Resolution #22,789 duly passed and adopted.

- 53835 - Mayor Green announced that in accordance with the public notice of May 20, 2022, this was the time and place for a public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$600,000 General Obligation Capital Loan Notes for general corporate purposes (GCP-1). 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.
- 53836 - The Mayor then asked if there were any written communications filed to the proposed sale. 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 sale. There being no one else present wishing to speak about the proposed sale, the Mayor declared the hearing closed and passed to the next order of business.
- 53837 - It was moved by Harding and seconded by Dunn that Resolution #22,790, instituting proceedings to take additional action for the issuance of not to exceed \$600,000 General Obligation Capital Loan Notes for general corporate purposes (GCP-1), be adopted. Following comments and questions by Councilmembers Sires and Dunn, and Mayor Green, and responses by Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Dunn. Nay: Sires. Motion Carried. The Mayor then declared Resolution #22,790 duly passed and adopted.
- 53838 - Mayor Green announced that in accordance with the public notice of May 20, 2022, this was the time and place for a public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$700,000 General Obligation Capital Loan Notes for general corporate purposes (GCP-2). It was then moved by Kruse and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53839 - The Mayor then asked if there were any written communications filed to the proposed sale. 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 sale. There being no one else present wishing to speak about the proposed sale, the Mayor declared the hearing closed and passed to the next order of business.
- 53840 - It was moved by Kruse and seconded by Harding that Resolution #22,791, instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes for general corporate purposes (GCP-2), be adopted. Following questions and comments by Councilmembers Ganfield, deBuhr and Sires, and Mayor Green, and responses by Finance & Business Operations Director Rodenbeck and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Dunn. Nay: Sires. Motion Carried. The Mayor then declared Resolution #22,791

duly passed and adopted.

- 53841 - Mayor Green announced that in accordance with the public notice of May 20, 2022, this was the time and place for a public hearing on proposed plans, specifications, form of contract & estimate of cost for the Center Street Corridor Streetscape Project. 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.
- 53842 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a brief summary of the proposed project. Following supportive comments by Jim Newcomb, 407 Longview Street, the Mayor declared the hearing closed and passed to the next order of business.
- 53843 - It was moved by Kruse and seconded by deBuhr that Resolution #22,792, approving the plans, specifications, form of contract & estimate of cost for the Center Street Corridor Streetscape Project, be adopted. Following questions and comments by Councilmembers Ganfield, Dunn and deBuhr, and Mayor Green, and responses by Finance & Business Operations Director Rodenbeck and Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #22,792 duly passed and adopted.
- 53844 - It was moved by Ganfield and seconded by Harding that Ordinance #3011, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinance relative to the use and explosion of consumer fireworks within the City limits, be passed upon its third and final consideration. Tim Houts, 2128 Pleasant Drive, spoke in opposition to the proposed ordinance and noted June is PTSD month. Following questions and comments by Councilmembers deBuhr and Dunn, and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Ganfield, Sires, Dunn. Nay: deBuhr, Kruse. Motion carried.
- 53845 - It was moved by Harding and seconded by deBuhr that Ordinance #3012, amending Chapter 24, Utilities, of the Code of Ordinances, relative to storm water rates, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Dunn. Nay: Sires. Motion carried.
- 53846 - It was moved by Kruse and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Community Relations & Planning Committee minutes of May 16, 2022 relative to the following items:

- a) Resilience Plan – Final Report.

b) River Placemaking Proposal & Destination Iowa Grant Opportunities.

Receive and file Departmental Monthly Reports of April 2022.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) B&B West, 3105 Hudson Road.
- b) Bani's, 2128 College Street.
- c) Cypress Lounge, 209 State Street Suite A.
- d) Dollar General Store, 2921 Center Street.
- e) Dollar General Store, 1922 Valley Park Drive.
- f) Fareway, 4500 South Main Street.
- g) Fareway, 214 North Magnolia Drive.
- h) Greenleaf Tobacco & Vapor, 5901 University Avenue.
- i) King Star, 2228 Lincoln Street.
- j) Metro Mart, 103 Franklin Street.
- k) Panther Travel Center, 1525 West Ridgeway Avenue.
- l) Suds, 2223 1/2 College Street.
- m) Walgreens, 2509 Whitetail Drive.

Approve the following applications for beer permits and liquor licenses:

- a) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine – renewal.
- b) Ari'z, 6301 University Avenue, Class C liquor – renewal.
- c) Famous Dave's, 6222 University Avenue, Class C liquor -renewal.
- d) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
- e) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
- f) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
- g) Casey's General Store, 5908 Nordic Drive, Class E liquor - renewal.
- h) Mini-mart, 1420 West 1st Street, Class E liquor – renewal.
- i) Prime Mart, 2323 Main Street, Class E liquor - renewal.
- j) Target, 214 Viking Plaza Drive, Class E liquor – change in ownership.
- k) Sturgis Falls Celebration, Gateway Park, Class B beer & outdoor service - 5-day permit.

Motion carried unanimously.

53847 - It was moved by Kruse and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,793, approving and adopting the City's FY2023 Fee Schedule.

Resolution #22,794, approving and adopting a revised job classification for the position of Public Works & Parks Supervisor.

Resolution #22,795, approving and accepting a Quit Claim Deed, in conjunction with the 1985 transfer of jurisdiction of University Avenue (f/n/a U.S. Highway 57), from the west City limits to Hudson Road.

Resolution #22,796, approving and accepting a Quit Claim Deed, in conjunction

with the 1986 transfer of jurisdiction of Hudson Road (f/n/a U.S. Highway 57), from University Avenue to West 1st Street.

Resolution #22,797, designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Music Festival.

Resolution #22,798, approving and authorizing execution of an Agreement for Lease of Artwork with Amelia Gotera relative to placement of a sculpture at 311 Main Street.

Resolution #22,799, approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY2023 Community Betterment Grant.

Resolution #22,800, approving and authorizing execution of an Agreement in Support of the Cedar Valley Soccer Club relative to an FY2023 Community Betterment Grant.

Resolution #22,801, approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY2023 Community Betterment Grant.

Resolution #22,802, approving and authorizing execution of an Agreement in Support of Grow Cedar Valley relative to an FY2023 Community Betterment Grant.

Resolution #22,803, approving and authorizing execution of an Agreement in Support of the Volunteer Center of Cedar Valley relative to an FY2023 Community Betterment Grant.

Resolution #22,804, approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony relative to an FY2023 Community Betterment Grant.

Resolution #22,805, approving an amendment to the Pinnacle Prairie Master Plan, amending the use of Lot 16 and Lots 21 thru 31 in the Pinnacle Business Center North Subdivision from Mixed Use and Multi-Family to Western Home.

Resolution #22,806, approving and authorizing execution of an Owner Purchase Agreement, and approving and accepting a Temporary Construction Easement, in conjunction with the Center Street Corridor Streetscape Project.

Resolution #22,807, approving and authorizing execution of Supplemental Agreement No. 4 to the Professional Service Agreement with Snyder & Associates, Inc. for engineering services relative to the Cedar Heights Drive Reconstruction Project.

Resolution #22,808, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the 2020 Street Construction project, and approving and authorizing the transfer of funds from the Street Construction Fund, GO 2020 and Sanitary Sewer Rental Fund to the Street Repair Fund

(LOST).

Resolution #22,809, approving and accepting the contract and bond of Owen Contracting, Inc. for the 2022 Alley Reconstruction Project.

Resolution #22,810, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Dupaco Community Credit Union relative to a post-construction stormwater management plan for 126 Brandilynn Boulevard.

Resolution #22,811, receiving and filing, and setting June 20, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 University Avenue Biocell Project.

Resolution #22,812, receiving and filing, and setting June 20, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 Seal Coat Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,793 through #22,812 duly passed and adopted.

- 53848 - It was moved by Dunn and seconded by Harding that Resolution #22,813, approving and adopting the FY2023 Payroll Resolution, be adopted. Following comments and questions by Councilmember Sires and Ganfield, and responses by Finance & Business Operations Director Rodenbeck and City Administrator Gaines, and comments by Rick Sharp, 1623 Birch Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #22,813 duly passed and adopted.
- 53849 - It was moved by Kruse and seconded by Harding that Resolution #22,814, approving and accepting a Settlement Agreement, Agreement Regarding Driveway Approach to Ashworth Drive, Purchase and Sale Agreement, Warranty Deed, Public Utility Easement and Temporary Construction Easement Agreement, and approving the Form of the Termination Agreement for Easement and Release of Right-of-Way Easement, all in conjunction with the Ashworth Drive Extension Project, be adopted. Following opposing comments by Lisa Johnson, 4923 Hudson Road, and supportive comments by Dave Nicol, 3019 Lovejoy Drive, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #22,814 duly passed and adopted.
- 53850 - It was moved by Kruse and seconded by deBuhr that Resolution #22,815, approving a revised preliminary plat of West Fork Crossing, be adopted. Following questions by Councilmembers deBuhr and Kruse, and responses by

Community Development Director Sheetz and Planning & Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #22,815 duly passed and adopted.

53851 - It was moved by Kruse and seconded by Harding that the bills and claims of June 6, 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: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

53852 - It was moved by Kruse and seconded by deBuhr discussion of Code Section 26-196, c-4-c, relative to the time of day being specified for shared parking, be added to his previous referral relative to shared parking downtown, and to move discussion up on the committee schedule. Following comments and questions by City Attorney Rogers, Community Development Director Sheetz, City Administrator Gaines and Mayor Green, Councilmembers Harding, deBuhr, Dunn, and Kruse, and additional responses by Mayor Green, Rogers and Sheetz, the motion carried 4-2, with Harding and Dunn voting Nay.

It was moved by Ganfield and seconded by Dunn to refer to Administration Committee discussion of Administrative Policy No. 7 relative to adding an additional public forum to end of agenda, process of council referrals, and other potential revisions. Following questions by Councilmembers deBuhr and Kruse, and response by Councilmember Ganfield, the motion carried 5-1, with deBuhr voting Nay.

53853 - City Administrator Gaines provided information about publicity planned following the adoption of the fireworks ordinance. Public Safety is working on plans for zero tolerance enforcement.

Gaines also responded to Mayor Green's question regarding changes at the Aquatic Center, and Councilmember Dunn commented about it as well.

53854 - It was moved by Kruse and seconded by Ganfield that the meeting be adjourned at 9:01 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 13, 2022

SUBJECT: 2022 Seal Coat Project
City Project Number: SC-000-3273
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 Seal Coat Project.

This project consists of seal coating 16 street sections, multiple single lane drives within 3 cemeteries and 1 parking lot, covering 51,040 S.Y. Work shall include proper surface preparation and proper placement and compaction of the surface.

The total estimated cost for the construction of this project is \$207,007.19. The project will be funded by Local Option Sales Tax and Street Construction Funds.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 Seal Coat Project.

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

2022 Seal Coat Project

Project No. SC-000-3273
 Engineer's Cost Estimate
 City of Cedar Falls
 5/31/2022

Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	35,430.00	\$ 0.40	\$ 14,172.00
2	Seal Coat	S.Y.	51,040.00	\$ 3.00	\$ 153,120.00
3	Pavement Markings, Painted	STA.	11.79	\$ 65.00	\$ 766.35
4	Pavement Markings, Handicapped Symbols	EA.	2	\$ 65.00	\$ 130.00
5	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00
6	Traffic Control	L.S.	1	\$ 10,000.00	\$ 10,000.00
10 % Contingency:					\$ 18,818.84
Total:					\$ 207,007.19

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
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MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: June 13, 2022

SUBJECT: 2022 University Ave Bio Cells Project
Project No. ST-115-3147
Public Hearing

Submitted within City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 University Avenue Bio Cells Project.

This project consists furnishing and installing four bio-retention cells located along the University Avenue corridor, which will include placement of 6 inch diameter storm sewer sub-drains, placement of four modified storm sewer intakes, sub-drain clean outs, curb and gutter replacement, engineered soil placement, and a variety of native plantings.

The total estimated cost for the construction of this project is \$103,445.50. The project will be fully funded by the Storm Water Fund and the Dry Run Creek Watershed Improvement Project Funds.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 University Avenue Bio Cells Project.

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

2022 UNIVERITY AVENUE BIOCELL PROJECT ENGINEERS ESTIMATE						
Item No.	Item Code	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	2010-D-1	TOPSOIL, ON-SITE	C.Y.	74.5	\$ 5.00	\$ 372.50
2	2010-E	EXCAVATION, CLASS 10, ROADWAY WASTE	CY	336	\$ 15.00	\$ 5,040.00
3	6010-B	INTAKE, SW-507, MODIFIED	EACH	4	\$ 4,000.00	\$ 16,000.00
4	7010-E	CURB & GUTTER, 2.5", 9", P.C.C., TYPE "C" CLASS III	LF	32	\$ 65.00	\$ 2,080.00
5	7010-E	CURB & GUTTER, 2.5", 10", P.C.C., TYPE "C" CLASS III	LF	32	\$ 70.00	\$ 2,240.00
6	7030-B	REMOVAL OF CURB AND GUTTER	LF	64	\$ 25.00	\$ 1,600.00
7	7080-D	STORAGE AGGREGATE - BASE LAYER	TONS	119	\$ 50.00	\$ 5,950.00
8	7080-E	FILTER AGGREGATE - CHOKER LAYER	TONS	119	\$ 50.00	\$ 5,950.00
9	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00
10	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	SY	216.5	\$ 1.50	\$ 324.75
11	9030-B	PLANTS WITH WARRANTY, VARIOUS TYPES	EACH	987	\$ 10.00	\$ 9,870.00
12		MODIFIED SOIL, PLANTING MEDIUM	C.Y.	79.5	\$ 75.00	\$ 5,962.50
13		MULCH - SHREDDED HARDWOOD	C.Y.	10	\$ 15.00	\$ 150.00
14	4040-A	SUBDRAIN, 6", HDPE	LF	282	\$ 30.00	\$ 8,460.00
15	4040-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	4	\$ 700.00	\$ 2,800.00
16	9040-F-1	WATTLE, (STRAW), (9")	LF	376	\$ 6.00	\$ 2,256.00
17	9040-F-2	WATTLE, REMOVAL	LF	376	\$ 6.00	\$ 2,256.00
18	11,020-A	MOBILIZATION	LS	1	\$ 8,000.00	\$ 8,000.00
19	11,050-A	CONCRETE WASHOUT	LS	1	\$ 500.00	\$ 500.00
20		SPECIALTY STONE	TONS	5.75	\$ 100.00	\$ 575.00
21	7080-B	ENGINEERING FABRIC	SF	556.75	\$ 5.00	\$ 2,783.75
22	9040-T-1	INLET PROTECTION DEVICE	EACH	4	\$ 300.00	\$ 1,200.00
23	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	4	\$ 150.00	\$ 600.00
24	9040-E	TEMPORARY RECP, TYPE 2-A	SY	119	\$ 25.00	\$ 2,975.00
25		DOME GRATE & DRAIN BASIN ASSEMBLY, 8"	EACH	4	\$ 1,000.00	\$ 4,000.00
26		LIGHT POLE ELECTRIC CONDUIT	LF	300	\$ 25.00	\$ 7,500.00
					TOTAL:	\$ 103,445.50



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Item 4.

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 7, 2022
SUBJECT: Storm Water Rate Increases

On May 2nd a presentation in regards to storm water rate increases was made at the Committee of the Whole Meeting. During that meeting, staff outlined the various projects on the current CIP that used storm water funding and also noted projections related to operating costs and stresses on the fund looking forward. Staff outlined the proposed increase of 7% each year for the next 5 years and the impacts of those increases on the average home. Staff noted that the 7% increase would also affect commercial rates and that staff is proposing maintaining the same method in calculating commercial rates. The Council voted to direct staff to draft an ordinance to establish the storm water rate increases as presented. The attached ordinance implements the proposed rate increases.

If you have any questions regarding the ordinance, please feel free to contact Chase Schrage or myself.

ORDINANCE NO. 3012

AN ORDINANCE AMENDING SECTION 24-230, ESTABLISHMENT OF STORMWATER MANAGEMENT FEE, OF ARTICLE III, STORMWATER MANAGEMENT PROGRAM, OF CHAPTER 24, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY REPEALING AND REPLACING THE RATE TABLES IN SUBSECTION 24-230(a) IN ORDER TO ESTABLISH NEW STORMSEWER MANAGEMENT FEES.

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

The untitled Tables found in Subsection (a) of Section 24-230, Establishment of Stormwater Management Fee, of Article III, Stormwater Management Program, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new untitled Tables in Subsection 24-230(a) are enacted in lieu thereof, as follows:

Sec. 24-230. Establishment of stormwater management fee.

(a) *Monthly fee.* Subject to the exemptions provided for in section 24-231, each owner or tenant of property within the city shall pay to the city a monthly stormwater management fee, as follows:

(1) *Residential property.*

a. Each single-unit residential dwelling shall be assessed a fee in accordance with the following table:

Effective Date of Rate	Rate
July 1, 2021	\$3.65 per month
July 1, 2022	\$3.91 per month
July 1, 2023	\$4.18 per month
July 1, 2024	\$4.47 per month
July 1, 2025	\$4.78 per month
July 1, 2026	\$5.12 per month

b. For every two-unit and multi-unit residential property, a fee in accordance with the following table shall be assessed to each individual dwelling unit located on said property:

Effective Date of Rate	Rate
July 1, 2021	\$3.65 per month
July 1, 2022	\$3.91 per month
July 1, 2023	\$4.18 per month
July 1, 2024	\$4.47 per month
July 1, 2025	\$4.78 per month
July 1, 2026	\$5.12 per month

(2) *Commercial, industrial, institutional or other nonresidential property.* Each commercial, industrial, institutional or other nonresidential property shall be assessed a base fee in accordance with the following table, plus an additional fee in accordance with the following table for the first 10,000 square feet, or any part thereof, of impervious surface (as such term is defined in section 24-224), and a fee in accordance with the following table for each additional 10,000 square feet, or any part thereof, of impervious surface, located on the property:

Effective Date of Rate	Base Rate	1st 10,000 square feet of impervious area	Each additional 10,000 square feet of impervious area
July 1, 2021	\$3.65 per month	\$6.08 per month	\$6.08 per month
July 1, 2022	\$3.91 per month	\$6.51 per month	\$6.51 per month
July 1, 2023	\$4.18 per month	\$6.97 per month	\$6.97 per month
July 1, 2024	\$4.47 per month	\$7.46 per month	\$7.46 per month
July 1, 2025	\$4.78 per month	\$7.98 per month	\$7.98 per month
July 1, 2026	\$5.12 per month	\$8.54 per month	\$8.54 per month

(3) *Mixed uses.* For each property which has mixed residential, commercial, industrial, institutional or other nonresidential uses located on the same property, the residential portions shall be assessed the residential rate, and the commercial, industrial, institutional or other nonresidential portions shall be assessed the commercial, industrial, institutional or other nonresidential rate, as set forth in this subsection (a).

INTRODUCED: _____ May 16, 2022 _____

PASSED 1ST CONSIDERATION: _____ May 16, 2022 _____

PASSED 2ND CONSIDERATION: _____ June 6, 2022 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

MEETING OF STANDING COMMITTEES

Community Center

June 6, 2022

Item 5.

The meeting of Standing Committees met at the Community Center at 5:20 p.m. on June 6, 2022, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Daryl Kruse, Simon Harding, Dustin Ganfield, Dave Sires, and Kelly Dunn. Absent: Gil Schultz. Staff members from all City Departments and members of the community attended in person.

Committee of the Whole:

Mayor Pro-tem Harding called the meeting to order and introduced the first item on the Committee of the Whole agenda, City Council Training Update. City Attorney Kevin Rogers introduced Ahlers & Cooney Law Firm representatives Mike Galloway and Maria Brownell. Ms. Brownell explained the role of the Mayor, City Council, and City Administrator and structure of government. She spoke about best practices and options, how to work effectively as a unit, IE: goal setting. Ms. Brownell defined conflicts of interest and provided code and policy, guidelines, exceptions, and examples; Councilmembers Ganfield, Kruse and Harding requested clarification on general versus specific definition of conflict, Ms. Brownell clarified as personal or unique to the individual who would benefit from the action; Mr. Galloway recommended contacting the City Attorney if an opinion is needed. Ms. Brownell defined ex-parte communication and its role in Council functions and examples; Councilmembers Harding and deBuhr asked about speaking with the public regarding rezoning items and receipt of public input; Ms. Brownell clarified point in rezoning process and stated acknowledgement of receipt and intent to forward to the City Clerk for consideration at time of item action. Ms. Brownell defined the intent of open meetings, defined a meeting, minute requirements, public notice requirements; Mr. Galloway reviewed closed session exceptions and notice and when a closed session is legal and appropriate, IE: personnel matters; Ms. Brownell reviewed general rules of conduct at meetings. She gave examples of open meeting violations and penalties.

Administration Committee:

Chair Dunn moved to the first item on the agenda under Administration Committee, Grow Cedar Valley Update and introduced Grow Cedar Valley CEO Cary Darrah. Ms. Darrah gave opening remarks and shared the mission of Grow Cedar Valley; she introduced Vice President of Economic Development, Lisa Skubal. Ms. Skubal gave a marketing and business growth report including: communication with the Netherlands for leads; a focus on domestic outreach; participation in site selector's guild partnership program; opportunities and projects in the community; and manufacturing initiatives. She gave an overview of the current Cedar Valley magazine, focused on talent, retention, and recruitment, and the collaboration with Livability Media for a new annual publication which will be free and distributed throughout the region and available digitally. Ms. Skubal spoke about family-friendly newcomer events to help individuals new to the community. She provided information on additional benefits of investment in Grow Cedar Valley. Councilmembers Sires asked how many new businesses have been brought to Cedar Falls in the last couple of years; Ms. Skubal responded several leads but no businesses.

Chair Dunn moved to the second item on the agenda under the Administration Committee, FY2023 Cash Management Report and introduced Controller/City Treasurer Lisa Roeding. Ms. Roeding summarized the report including investments and rates of return, cash reserves, a snapshot of the City's financial position, and capital expenditures. She noted that for FY2023 the City will monitor cash reserves due to the rollback and State backfill phase-out and monitor the national and local economy due to inflation, supply chain issues, labor rates, etc. Councilmember Sires asked about excess funds and hospital funds; Ms. Roeding gave Mr. Sires the data requested and directed him to the location in the report. Ms. Roeding requested a motion to approve the FY2023 Cash Management Report. Chair Dunn asked for a motion; Councilmember deBuhr motioned; Councilmember Harding seconded. Following point of order discussion on the motion, it was amended to recommend approval of the FY2023 Cash Management Report. Chair Dunn asked for the motion; Councilmember deBuhr so moved; Councilmember Harding seconded. Motion carried unanimously.

Chair Dunn requested a motion to adjourn. Councilmember Ganfield so moved; Councilmember Harding seconded. Motion carried unanimously. Meeting adjourned at 6:47 p.m.

Minutes by Katie Terhune, Administrative Assistant

From: Melissa Heston
Sent: Thursday, May 12, 2022 6:23 PM
To: Gary Winterhof; Stephanie Sheetz; Michelle Pezley
Subject: Commissioner Status

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

Hi,

When I agreed to reappointment, it was with the stipulation that I would be stepping down as soon as the Commission had enough members for a quorum.

I have been appointed as the District Coordinator for the Cedar Valley Tax Aide program. I begin on June 1, and my duties will be light until early August. Thus, I will be resigning no later than after our August meeting.

Hopefully, new commissioners can be appointed sooner. I very much appreciate the opportunity to serve, and have found the experience very informative.

I wish you all and the rest of the Commission well.

Respectfully,

Melissa L. Heston

From: Susan Langan
Sent: Thursday, June 2, 2022 9:48 AM
To: Rob Green
Cc: Eashaan Vajpeyi; Brenda Balvanz; Jennifer Rodenbeck
Subject: CFHRC Letter of Resignation

June 2, 2022

Dear Mayor Green,

At this time I would like to submit my resignation letter, effective immediately, for my service to the Cedar Falls Human Rights Commission. I really wanted to serve out my term, but it just doesn't work for me to do that at this time. My time on the commission was something I valued and I worked hard throughout the years. I wish the current commission all the best as they navigate through fulfilling the mission and helping serve the people of Cedar Falls. Thank you.

Sincerely,

Susan Langan



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

FROM: Mayor Robert M. Green

TO: City Council

DATE: June 14, 2022

SUBJECT: Appointment of Housing Commissioners

REF: (a) Code of Ordinances, City of Cedar Falls §11-1: Housing Commission
(b) CFD 1201.22: Process for Appointment to City Boards and Commissions

1. In accordance with the candidacy and qualification requirements of reference (a), and process set forth in reference (b) I hereby nominate the following individuals for appointment to the Housing Commission to fill existing vacancies of a two-year terms:
 - a. Ms. Peggy Larson – term ends 12/31/2023
 - b. Mr. Craig Fairbanks – term ends 12/31/2022

2. These two candidates have been reviewed by a Selection Panel had have been found to be fully qualified for the role of Housing Commissioner. My thanks to these two citizens for their willingness to serve the public through this important role.

3. Thanks are also due to Councilor Dustin Ganfield, Chair Gary Winterhof, Vice-Chair Helen Pearce, and Karen Howard (Planning and Community Services Manager) for their service on the Selection Panel, as well as to Michelle Pezley (Planner III) for an efficient and successful selection process.

Encl: (1) General Application and Candidate Questionnaire for Ms. Larson & Mr. Fairbanks

Xc: City Administrator
Director of Community Development
Planning and Community Services Manager
Housing Commission Chair

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: **Craig** **A** **Fairbanks** Gender: **M** Date: **3/31/2022**
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: **Fairbanks Builders** Position/Occupation: **Custom Home Builder**

If Cedar Falls resident, length of residency: **27 years** City Ward: **5** I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

Member of the Waterloo Jaycee' and served in many positions including, finance chair and Chair of the Waterloo open. I have served the Board of Realtors working on many state and local legislation issues. Key member of task force that put together the 3 year tax abatement program for newly built single and duplex homes, In Waterloo. I am very active in my local Church and serve on a weekly basis.

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

Certiifed Master Builder, Certified Aging in Place Specialist, Certified Professional Green Builder though the National Association of Home Builders. Project Manager from 1990-1994 through a Hud demonstration project sponsored by Senator Chuck Grassley and under Secretary of Hud, Jack Kemp. I have been involved with zoning processes and land development in vaious locations including Cedar Falls Waterloo, Des Moines

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

I have a strong belief that providing homes and home ownership for as many as possible is a path to lift those less fortunate out of poverty. Owning a home builds wealth that most of us enjoy and at the end of the day maybe the only way people will be able to build their nest egg. Cost of housing in our area has blocked those minorities and the less fortunate from locating in our city causing viewed discrimination, we could solve this.

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

I am a past developer and do not intent to work on any further development of lots. I am still a custom builder and will continue to build on developed lots so I don't see that there are any conflicts. If there were unusual circumstances where a customer of ours may want to rezone a property I would recuse myself.



HOUSING COMMISSION CANDIDATE QUESTIONNAIRE

Item 7.

Name:

Date:

Can you regularly attend board meetings on the 2nd Tuesday of the month at 5:00 pm at City Hall? Yes No

1. Why are you interested in serving on the Housing Commission?

I have a strong belief that providing homes and home ownership for as many families as possible should be a high priority. Home ownership provides a way for all to build wealth that the majority of Cedar Falls residents enjoy. Populations that invest in home ownership are more stable for the community and have a commitment to the community. More people regardless of income or social status should be part of that dream and begin building a nest egg for future. This provides a family status and opportunity to move out of poverty for

2. What is your background and experience in affordable housing or Community Development Block Grants? Have you ever been considered low to moderate income?

I have worked on all kinds of housing from HUD housing projects in Waterloo remodled with CBDG funds and understand how the process works. I have done demonstration projects with the department of HUD made possilbe by housing grants with the assistance of Senator Grassley and Secretary of Hud Jack Kemp in the early 90's. I have had times in my younger days being in a very challenging economic environment, not pleased but served. I have done weatherization programs and remodeling projects over my career.

3. What unique perspective or insights could you bring to the Housing Commission?

I have done rehab and weatherization to 100's of homes over a 50 year career in the home building business. I have build 100's of homes from the most moderate to the huge customized multigeneartional homes. I currenty design/build for many customers who need accessibility in last home, (Aging in Place). I also renovate homes form many seniors and handicap persons so they can enjoy living in their home as long as possible There is a huge need in our area and has been our main business for the last 14 years.

One of the best qualities that I can bring is my ability use of funds for housing that produce the most value for homes, homeowners and the city. Getting the biggest bang for the buck as the grant dollars are normally scarce and always less than we would like to see

4. What changes would you like to see in how the City carries out affordable housing?

I would like to see the funds that are recieved for home improvement and home initiatives find it's way to actual improvement on current housing that owners cannot afford to spend the funds to bring them up to date. Housing inititives that work towards development and building opportunities that helps bring affordability to those who are left out of the process.

Please send this completed Candidate Questionnaire by the published deadline to:

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to boards@cedarfalls.com. You will be notified shortly if selected as a Finalist for the appointment



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Peggy L Larson Gender: F Date: 3-30-22
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: Cedar Valley Prop. mgmt. Position/Occupation: Property Manager

If Cedar Falls resident, length of residency: 14 years City Ward: 3rd? I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

Between 1995 - 2012 - was very involved with the Waterloo Chamber of Commerce

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

I have been in property management for 27 years. 17 years in W'loo, Cedar Rapids + Davenport + the last 10 in Cedar Falls.

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

Having worked in multiple cities in property management I feel I would have additional perspectives + ideas for different programs

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

cannot think of any potential conflict of interest.

Please e-mail completed this application to boards@cedarfalls.com or mail to Mayor, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613
You will be contacted to submit a Candidate Questionnaire when a board vacancy occurs.



HOUSING COMMISSION CANDIDATE QUESTIONNAIRE

Name:

Date:

Can you regularly attend board meetings on the 2nd Tuesday of the month at 5:00 pm at City Hall? Yes No

1. Why are you interested in serving on the Housing Commission?

There are always to improve programs and I would like to help do that.

2. What is your background and experience in affordable housing or Community Development Block Grants? Have you ever been considered low to moderate income?

Property Management is good experience dealing with people + different housing needs

3. What unique perspective or insights could you bring to the Housing Commission?

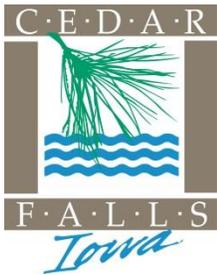
New people + new ideas can be a good way to help make changes + improvements

4. What changes would you like to see in how the City carries out affordable housing?

to make sure the real affordable housing program is not being taken advantage of.

Please send this completed Candidate Questionnaire by the published deadline to:

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to boards@cedarfalls.com. You will be notified shortly if selected as a Finalist for the appointment



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

FROM: Mayor Robert M. Green
TO: City Council
DATE: June 14, 2022
SUBJECT: Re-Appointment of Human Rights Commissioners Bock and Kivett
REF: (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission
(b) CFD 1201.22b: Appointment Process for City Boards and Commissions

1. In accordance with the candidacy and qualification requirements of reference (a), and the process of reference (b) I hereby re-appoint the following citizens to the Human Rights Commission for an additional three-year term:
 - Ms. Sonja Bock – Term ends 7/1/2025
 - Mr. David Kivett – Term ends 7/1/2025
2. These members have met attendance requirements and have actively been contributing to the work of the Commission; all have agreed to serve for an additional term if approved by the City Council.

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

###

CFD 1201: Appointment Process for City Boards and Commissions

Approved June 14, 2022 by Rob Green, Mayor of Cedar Falls

1. **INTENT.** This memorandum provides an appointment process for all boards and commissions, to ensure that candidates brought forward for approval are the citizens best qualified for appointment, without undue political influence in the selection process.

2. **RESPONSIBILITIES.**

a. **Selection Panel.** Each nomination process will be carried out by a Selection Panel comprised of these members:

- (1) City Councilor identified in Table 1 below (or Mayor Pro Tem as alternate)
- (2) Board/Commission Chair or the Chair’s board or commission member delegate
- (3) City Administrator or Administrator’s delegate (must be at least manager level)

Mayor Pro Tem	Administration Committee Chair	Community Relations & Planning Committee Chair	Public Works Committee Chair
Planning & Zoning Commission	Board of Adjustment	Art & Culture Board	Board of Appeals
Utilities Board of Trustees	Civil Service Commission	Board of Rental Housing Appeals	Board of Electrical Appeals
	Community Center and Senior Services Board	Historic Preservation Commission	Board of Mechanical Appeals
	Health Trust Fund Board of Trustees	Housing Commission	Board of Plumbing Appeals
	Human Rights Commission	MET Transit Board	Parks & Recreation Commission
	Library Board of Trustees	Visitors & Tourism Board	

TABLE 1: Councilor Assignments for Selection Panels

b. **Special Consideration for the Utilities Board of Trustees.** The Selection Panel for the CFU Board will also include the CFU General Manager (or the GM’s delegate) as a voting member.

c. **Staff Liaison.** The Staff Liaison for each Board or Commission (as designated in CFD 1201) will assist the Selection Panel in carrying out the nominating process described in Section 3 below. This liaison shall provide subject matter expertise and recommendations to the Selection Panel as desired by the panel members.

3. NOMINATING PROCESS.

- a. **Submission of a General Application.** Citizens interested in board or commission service shall e-mail a General Application (CFD 1203) to boards@cedarfalls.com, or mail to City Hall (220 Clay Street, Cedar Falls, IA 50613), or hand-deliver to the City Hall main service window. Applications are welcome at any time, and will remain on file for five years.
- b. **Completion of a Candidate Questionnaire.** Upon the Mayor's notification that a vacancy will occur on a city Board or Commission, the Staff Liaison will provide a board/commission's specific Candidate Questionnaire to all persons with a valid General Application on file.
- c. **Selection Panel Review of Candidates.** The Selection Panel will review all returned Candidate Questionnaires (along with their corresponding General Applications) and interview at least three candidates. The Selection Panel will then provide a rank-ordered list of three finalists to the Mayor via memo.
- d. **Mayor's Appointment.**
 - (1) The Mayor will meet with the Proposed Nominee, as a final suitability check.
 - (2) The Mayor will personally contact the first and second alternate, to advise them of their non-selection, but also to advise each that they will be appointed (in turn) to the next open vacancies if they occur within two years.
 - (3) Should the Mayor deem the Proposed Nominee unsuitable, then the Mayor will normally interview and nominate the First Alternate, or Second Alternate as necessary.
 - (4) The Mayor will provide the City Council with the appropriate appointment letter for Council consent at the next regular City Council Meeting.

4. GENERAL SELECTION CRITERIA.

In addition to the specific requirements of each board or commission, Selection Panels shall endeavor to use the following criteria to evaluate the suitability of candidates:

- a. **Gender.** The candidate must contribute to gender balancing in that board or commission, where a nearly equal number of men and women are desired in accordance with state law (Iowa Code 69.16A).
- b. **Topical Knowledge.** The candidate should have a general appreciation of the topics under consideration by that board or commission, or the ability to gain and use such knowledge. Candidates should ideally have attended past meetings of the applicable board or commission, for demonstrated familiarity with the subject matter.

- c. ***Absence of Pervasive Conflicts of Interest.*** While a certain level of topical knowledge is important for board service, 'expert level' familiarity is not necessary. In some cases, such a keen knowledge may come at a high cost; expertise and connections may pervasively cause potential conflicts of interest and lead to the public appearance of 'the fox guarding the henhouse'. Such applicants should therefore be avoided to ensure public confidence in the city's decision-making processes.
 - d. ***Demographic Diversity.*** The candidate should help the board or commission to represent the demographics of the community.
 - e. ***Diversity of Perspectives.*** The candidate should contribute to the board or commission's diversity of thought and personality, where a wide range of worldviews and philosophies are necessary for effective decision-making. Political activities and affiliations / memberships (particularly party memberships) will not disqualify a candidate from selection, and may in fact be valuable for promoting group diversity and discussion.
 - f. ***Communication Skills.*** The candidate should be able to appropriately express opinions, disagreement, and thoughtful questioning in a public setting. Dialogue surrounding a decision is as important as the decision itself; all board and commission members are expected to contribute to the deliberative process through open discussion.
 - g. ***Understanding of Board Membership.*** The candidate should appreciate that members act solely as a deliberative body, and that members have no power or authority outside the confines of that board meeting. A candidate should not approach board service with an 'axe to grind' or preconceived agenda, but should be an open-minded critical thinker, with strong teamwork skills for overall group success. The candidate should also appreciate that city boards and commissions use basic parliamentary procedure (Robert's Rules of Order) for effective decision-making.
 - h. ***Demonstrated Character.*** Given a member's status as a city official, the candidate should show strong character through high regard in the community and a demonstrated commitment to integrity, excellence, good judgment, professional excellence, and treatment of others with dignity and respect.
5. **APPLICATION TO MULTIPLE BOARDS AND COMMISSIONS.** Citizens are encouraged to apply for several boards and commissions; citizens may possess qualities and experiences which are relevant to a variety of boards. Application to multiple boards shall not be construed as a lack of interest or commitment to a particular board, and shall not be considered as a factor for consideration or appointment.

6. REAPPOINTMENT.

- a. If a current member desires reappointment, the Staff Liaison will normally prepare a draft Reappointment Memo for the Mayor's signature (Enclosure 3), noting the member's attendance record and observed engagement level during board meetings.
- b. The Mayor will normally reappoint existing board and commission members as a means to promote corporate knowledge and stability within the City government. Such reappointment is contingent on the member's satisfactory conduct as an appointed officer of the city.
- c. Interviews will not normally be conducted for re-appointments, except as required by the City Code of Ordinances.

7. TWENTY-YEAR SERVICE CONSIDERATION.

- a. Once a board member/commissioner has served on a single board for twenty continuous years, that member will not normally be reappointed for an additional term, except in very unusual circumstances.
- b. A board member/commissioner finishing a term with more than twenty years of service will normally be recognized with the city's Distinguished Service Award.

8. **CLOSE-INTERVAL APPOINTMENT.** If an appointment is required within two years of the most recent appointment, the Mayor will normally interview and nominate the First Alternate and Second Alternate (in order) from the previous selection process (in compliance with gender balance requirements). This avoids duplicative work on the part of Selection Panels; all candidates brought forward as First Alternate or Second Alternate must be fully qualified for service.

9. **CONTINUAL PROCESS IMPROVEMENT.** The above process is intended to continually develop a diverse and experienced pool of citizen leaders for the long term decision-making needs of the City. Adjustments will continue to be made, as necessary, to ensure public confidence in the fairness and impartiality of this appointment process. Suggestions to the Mayor for continuous improvement of this process are welcome and encouraged.


DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Thomas Weintraut, Planner III
DATE: June 9, 2022
SUBJECT: Cedar Falls Resilience Plan

On May 16, 2022, Doug Pierce with Perkins & Will did a presentation for the Community Relations & Planning Committee on the Cedar Falls Resilience Plan. The purpose of the presentation was to provide an overview of the Resilience Plan that would be scheduled for separate action at a future City Council meeting. Cedar Falls Utilities provided a letter in support of the Plan. At the Community Relations and Planning Committee meeting, there was a question regarding who would be the champions and supporters of the Action Items. In the Action Sets tables beginning of page 77 of the plan, there is a column on the right side of the page showing the champions and supporters of each action listed.

The Cedar Falls Resilience Plan is a guiding document and a blueprint to identify actions to support a community collective goal to be a resilient community. The Plan will not only help in planning for the future, but also, to prepare for events which may happen in the future. The plan has a set of action items to help guide the community, whether it is the City, CFU, or citizens, on future decisions and to continue the quality of life in which the community prides itself. The plan focuses on three important topic areas the community identified in the public surveys and online workshops which kicked-off the planning process in September 2020. These topics or Action Items focus on Local Economics & Community, Weather & Nature, and Energy & Mobility. The Action Items are intertwined and play a supporting role to other Action Items, for example: 1) the move to more renewable energy options will help fuel jobs in the renewable energy sector; 2) blue green corridors can provide additional recreation opportunities and be an amenity to attract talent to the community while supporting natural habitat and reducing the costs associated with traditional gray infrastructure; and, 3) supporting more housing options and mixed use neighborhoods can provide not only affordable housing options, but also attract residents interested in such an environment also leading to goods and services within walking or biking distance of their residence, and thus reducing automobile needs.

The Resilience Plan brings together the many programs and policies the City currently has in place, such as higher regulatory floodplain standards and support for paved alleys to eliminate gravel, make maintenance easier, help improve water quality and improve drainage issues. In addition, the City has actively been supporting a bicycle and pedestrian network by adding bike and pedestrian trails as well as sidewalk improvements to expand mobility options, such as the sidewalks along University Avenue, and bicycle lanes on streets where the right-of-way width is sufficient.

In addition, the plan can serve as resource for businesses to identify goods and services that support community resilience but may not currently be available or are underrepresented in the community, such as waste food item composting program, attract businesses focusing on energy technology innovation, or the development of a local rideshare program for individuals, such as seniors or those with limited mobility, who do not have easy or readily available access to transportation.

If the plan is adopted there are several Action Items which could be implemented with minimal associated costs:

1. The creation of a resources webpage to identify local resources which support the plan and identify new or additional products and service to support the plan.
2. Encourage the development of a circular economy and a public campaign for promoting voluntary waste and plastic reductions.
3. Encourage voluntary energy use reductions for existing residential, commercial and industrial buildings.

In addition as a guiding document, the Action Items in the resilience plan can be considered on an individual basis, such as a blue-green corridors, which has several co-benefits, such as stormwater management, habitat area, recreational benefits and bike and pedestrian trails. The Action Items would be part of the consideration of projects of which the merits of the project can be debated during the review and budgeting process by the Council. And finally, having a Resilience Plan can provide opportunities for the City to seek funding sources, particular grant monies, for projects which are listed in and supported by the Resilience Plan.

The Department of Community Development recommends to the City Council the adoption of the Cedar Falls Resilience Plan as a guiding document supporting a community goal of preparedness to resist and rebound from any possible future economic, social, and physical disruptions to the community.

xc: Ron Gaines, City Administrator
Jennifer Rodenbeck, Director of Finance and Business Operations
Stephanie Sheetz, Community Development Director

Cedar Falls Resilience Plan

Commitment & Creativity for a Better Tomorrow



Item 9.

Forward

Opening Statement about the Plan | May 18, 2022

We live in a rapidly changing world. To be a community that is proactive, prepared, and flexible in the midst of change, is to be resilient. This resilience plan provides an action guide that not only utilizes existing community plans and actions, but also includes sought after community involvement to identify additional actions needed to improve our prosperity and stability.

The Cedar Falls Resilience Plan is community-based and comprehensive. Its purpose is to identify actions needed as a community, supporting a collective goal to be a resilient community. While individual actions are very important, the community must work on policy decisions that require broad-based community support to achieve. This plan focuses on those decisions to establish community consensus on the priorities for broad-based actions.

The Action Plan starts on page 73. It is divided into actions focused on Local Economics & Community, Weather & Nature, as well as Energy & Mobility. Information included before the Action Plan, describes each focus area and provides data. Page 13 outlines the public participation and engagement work for each focus area that is integral to the development of the Cedar Falls Resilience Plan. The planning team would like to thank everyone who participated for engaging in the online workshops, town hall meetings, survey, and worksheets.

Some plan outcomes are the City of Cedar Falls' direct responsibility to execute as a government entity. Many other outcomes are actions that only a diverse group of community members, businesses, and Cedar Falls organizations can effectively pursue. We hope you will participate as we collectively sketch an inspiring present and future for our Cedar Falls community.

The City of Cedar Falls funded and facilitated the Resilience Plan beginning in the fall of 2020 with completion in the spring of 2022. The consulting team Perkins&Will assisted the City of Cedar Falls with plan development by synthesizing the multiple perspectives, concepts, and ideas into a composite approach to community-wide resilience.



Acknowledgements

Mayor

Robert Green

City Council

Frank Darrah, Susan deBuhr, Kelly Dunn
Simon Harding, Daryl Kruse, Mark Miller, Dave Sires

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Carole Yates, Citizen Member

Community Stakeholder Groups

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Crystal Ford, Former President, Cedar Falls Community Main Street
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Kathryn Sogard, Executive Director, College Hill Partnership
Francesca Valdivia, Amigo's

Community Cohesion and Civic Services

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Leslie Prideaux, Visitors and Tourism Board
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Resilience Today

Resilience Today In Cedar Falls

Introduction

The City of Cedar Falls, the University of Northern Iowa (UNI), and Black Hawk County have long recognized the importance of working together to benefit the community. Many of the Actions listed in this plan are a continuation of previous plans, policies and actions implemented by the City, UNI, and Black Hawk County with community support.

The following section will provide a brief overview of previous efforts by the City, UNI, and Black Hawk County. This list is intended to be an overview of current actions that support the Resilience Plan and not a comprehensive list. In addition, many individuals and community organizations worked behind the scenes to help make Cedar Falls resilient.

Flooding and Stormwater:

The City first adopted a floodplain ordinance in 1985 which allowed the City's participation in the National Flood Insurance Program. In 2010, the Floodplain Ordinance was revised to require all new construction and substantial improvements to existing buildings to be protected to one foot above the 500-year flood elevation. The City works with State and Federal partners to purchase residential properties within the floodplain. To lessen the impact of stormwater run-off and localized flooding, the City began has started basin studies to determine what infrastructure may be needed when streets and alley improvements are made.

Transportation and Energy:

The City has hybrid and electric vehicles in its pool fleet as well as its Public Safety and Parking Operations divisions and in 2021 the City purchased an all-electric mower. The City adopted a Bike Plan in 2019. To be more bicycle friendly, the City and has installed approximately five miles of shared auto/bike lane markings, or sharrows, and bike lanes since 2007. The Metropolitan Transit Authority added bike racks to buses in 2008. Cedar Falls Utilities has programs to help customers reduce their energy footprint and energy costs. Cedar Falls Utilities also partners with Cedar Falls TREES, a non-profit organization, to promote tree planting for energy and environmental conservation.

Environment and Waste:

The City of Cedar Falls completed an Environmentally Sensitive Lands Survey in 2007 to provide guidance for land use planning and policy decision making. In addition, the City annually plants trees in parks, the public right-of-way, and as part of street improvement projects and replaces ash trees affected by the emerald ash bore. The City supports the use of native plants to reduce mowing and provide wildlife and pollinator habitat. The City was named a Bird Friendly Community in 2021. The City is a partner with other organizations working to improve the Dry Run Creek Watershed. The City has actively worked to reduce the amount of waste going to the Black Hawk County Landfill by providing a wide range of recycling sites for the community.

Resilience Today In Cedar Falls

City Resilience Efforts In The Past 15 Years

Stormwater

- The City adopted stormwater fees in 2006.
- The first permeable alley was constructed in 2014 with a total of 17 alleys installed by 2021. Permeable alleys are a tool to reduce stormwater runoff by allowing water to infiltrate into the ground.
- The City has installed over 50 bioretention cells. Bioretention cells are landscape depressions that capture and filter stormwater runoff from impervious surfaces reducing runoff and water pollution. Below is a list of bioretention cell locations.
 - 8 Silva Cells in the College Hill area.
 - Waterloo Road/State Street area
 - Clay Street at 7th and 8th Streets
 - Grand Boulevard near Pfeiffer Park
 - 14th Street near Waterloo Road
 - East Street
 - Pleasure Ridge Golf Course
 - Cedar Falls Public Works Facility
 - Grove Street near Peet Junior High
- The City has also done three stream bank restorations:
 - Dry Run Creek west of the Lions Field in 2014.
 - Dry Run Creek between Merner Ave and College St in 2015.
 - Dry Run Creek west of Greenhill Road and South of University Ave, in 2018.
- The City has provided 30 rain barrel kits since 2020 through community events.

City use of Electric vehicles

- 2006-2008 hybrid vehicles purchased. These were phased out as they aged.
- The city currently operates one hybrid vehicle in its pool vehicle fleet, a hybrid marked patrol SUV in its Public Safety division and a fully electric vehicle in the Parking Operations division.

Electric Vehicles *continued*

- The City is anticipating adding at least one additional hybrid or full electric vehicle each year moving forward.
- In 2021, the City purchased an all-electric mower for use in its parks/rights of way.

Flooding

- Riverine
- 2010 revised ordinances to reduce risk to those building in the floodplain:
 - Require new buildings to be built with a finished floor elevation 1' above 500-year level (vs. typical of 1' above 100-year).
 - Restricts the creation of new lots in the floodplain with more than 25% of the area of a new lot in the floodway fringe (to reduce the number new buildings in floodplain).
 - No LOMAs – to avoid filling on a lot and creating the home with a moat.
- Buyout program – The City continues to budget for buyouts and partners with State/Federal governments for grants to voluntarily purchase residential properties in floodway and floodplain.
- Flash flooding
 - Started developing drainage basin studies in 2018, with the first, Clay Street Park study completed in 2019, to determine flows and what infrastructure may be needed (missing or upgrades) when the City reconstructs a road or alley.
 - Received an Iowa Recreation Enhancement and Protect grant in 2019 to support detention basin & permeable alley project in Clay Street Park to reduce flooding to adjacent properties immediately downstream.

Resilience Today In Cedar Falls

City Resilience Efforts *continued*

Environment

- Tree planting
 - The City annually plants 200 trees. In addition, the City planted 150 trees as part of the Lone Tree Road project in 2018-2019, 64 trees as part on the Prairie Parkway roundabout in 2019, 128 trees as part of the University Avenue improvement in 2016-2019 and 40 to be trees planted along Center Street as part of the North Cedar Neighborhood improvements in 2022.
 - Since 2018, The City has replaced 500 ash trees on city property decimated by the emerald ash bore.
- The City has installed pollinator plantings along the levee and on numerous flood buy out properties achieving two objectives: no need to mow (reducing associated pollution) and providing habitat for pollinators.
- The City has not sprayed for mosquito in over 20 years.
- Bird Friendly (2021) - North Cedar Neighborhood Association submitted nomination and Cedar Falls awarded the bird friendly status.
- In 2017, the City updated an ordinance to allow the use of native plants, prairie grass areas, wildflower planting areas, and urban woodlots in yards & rights-of-ways.
- The City of Cedar Falls has partnered with the Dry Run Creek Watershed Improvement Project and the Black Hawk Soil and Water Conservation District to implement 72 conservation practices (52 bioretention cells, 13 permeable pavement projects, 3 streambank stabilizations, and 4 wetland creations/restorations). These conservation projects are treating 134 acres of land, accumulating in over 22 million gallons of stormwater being treated each year.
- In 2007, the City adopted an Environmentally Sensitive Land Survey to help guide land use planning efforts and policy decisions.

Mobility Options

- Bike/Walking
 - The City has approximately 5 miles of Sharrows, streets where bicycles and cars share the same lanes, along the following streets:
 - Boulder Drive between Orchard Drive and Idaho Road in 2014.
 - Boulder Street between Orchard Drive and Idaho Road in 2020.
 - College Street between 12th and 20th Streets between 2014 and 2015.
 - Pheasant Drive between Shelley Lane and 4th Street between 2018 and 2019.
 - Rownd Street between Rainbow Drive and Greenhill Road between 2013 and 2014.
 - Seerley Boulevard between Clay and College Streets between 2007 and 2008.
 - State Street from 4th Street to Waterloo Road between 2017 and 2018.
 - Valley Park Drive between Waterloo Road and University Avenue 2010 and 2011.
 - 12th Street between Tremont and Division Streets in 2020.
 - 18th Street between Clay and College Streets in 2013. Cedar Falls added bike lanes to Clay Street from 1st Street to 15th Street in 2008 and a bike lane to Center Street from Tourist Park to Clair Street in 2013.
 - Cedar Falls added bike lanes to Clay Street from 1st Street to 15th Street in 2008 and a bike lane to Center Street from Tourist Park to Clair Street in 2013.
- The Metropolitan Transit Authority (MET) added bike racks to buses in 2008

Resilience Today In Cedar Falls

City Resilience Efforts *continued*

- The City adopted a Bike Plan 2019 to increase bike use and to make Cedar Falls more bicycle friendly. The primary objective of the plan was to develop a network which would place every resident with .5 miles of an establish bikeway or multi-use trail.

Waste Reduction City

- The City has recycled Styrofoam since 2015.
- Shingles have been recycled since 2014 with a fee.
- Electronic waste recycling, such as computers and T.V.s, is available.
- Recycling of cardboard, newsprint, magazines, metal food cans, clear and colored glass, office paper, Plastics 1-7 and plastic grocery bags, cooking oil,
- Appliances and tires can be recycled with a fee.
- The City maintains 7 24-hour remote household recycling sites.
- Leaf Vacuum Service is available during October and November for a fee.
- The City has a compost facility which accepts brush, logs, leaves, grass clipping and garden waste. Compost and wood mulch is available to the citizens.
- The City provides weekly curbside yard waste collection for a fee in April, May, June October and November, bi-monthly pickup July through September, and on a call basis December through March.

Energy Reduction

- CFU partners with their customers to make smart energy choices and to help save energy and money. In addition to providing cost-sharing rebates for efficiency upgrades, CFU Energy Services provides comfort consultations, utility bill analysis and energy assessments at no cost to CFU customers.
- Cedar Falls TREES is a non-profit organization working in partnership with Cedar Falls Utilities to promote and support tree

planting for energy conservation and environmental benefits. TREES volunteers provide information about tree planting, proper care for trees and the benefits of urban forestation.

- In 2016 Simple Solar, a community solar energy project initiated by Cedar Falls Utilities, was installed and is currently the largest community solar project in Iowa with a total capacity of 1.5 megawatts.

Resilience Programs at the University of Northern Iowa (UNI)

Center for Energy & Environmental Education

Green Iowa AmeriCorps

Green Iowa AmeriCorps (GIA) is Iowa's leader in boots-on-the-ground energy and environmental services. GIA is headquartered at the University of Northern Iowa's Center for Energy & Environmental Education and maintains 20+ sites throughout Iowa. GIA provides services in the following areas:

- **Energy & Community** - The Energy & Community branch helps Iowans (homeowners, tenants and community members) become more energy efficient through residential energy assessments and weatherizations, energy education, and community outreach services.

Energy & Community uses a team-based approach to provide residential weatherization services as well as energy and environmentally focused education and energy-related community outreach efforts. All energy related services, including labor and materials, are FREE to any individuals who qualify.

Resilience Today In Cedar Falls

Resilience Programs at UNI *continued*

The Energy & Community branch of Green Iowa AmeriCorps has been operational since 2009 and partners regularly with city governments and local and investor owned utilities.

- **Sustainable Schools** - The Sustainable Schools branch serves as a resource and catalyst for Iowa school districts, solid waste agencies, and higher education institutions to build a more energized and sustainable future. Sustainable Schools members serve as sustainability coordinators and work to reduce district-wide energy costs, evaluate and improve district solid waste habits, and assist teachers and staff in implementing environmental project-based learning initiatives for students. Sustainable Schools members support cities and districts to create climate action plans, organizing environmental student organizations, and involving high school students in service positions each summer. Sustainable Schools is currently partners with both Cedar Falls CSD and the Black Hawk County Solid Waste Commission in Black Hawk County and has been operational since 2017.
- **Land & Water Stewards** - The Land and Water Stewards branch is dedicated to restoration and conservation of Iowa's native habitats and natural resources. Members are focused on conserving and restoring Iowa's lost ecosystems and water quality and quantity issues by serving directly at our different Green Iowa AmeriCorps host sites. LWS members facilitate environmentally focused educational programs and engages community members in service projects. Members complete tree planting projects, remove invasive species, install rain gardens, conduct water quality monitoring, and are available for climate related disaster responses like the flooding events that are becoming more prevalent in Iowa. Land & Water Stewards are currently serving at the Center for Energy & Environmental Education

as well as the Tallgrass Prairie in Cedar Falls. The branch and has been in operation since 2018.

Community Energy/Climate Action Planning

The Center for Energy & Environmental Education (CEEE) assists local governments in our region with developing community-wide greenhouse gas emissions inventories and emissions reduction plans. These services are offered to interested local governments in Iowa for a nominal fee. The CEEE staff, Cassie Sonne leads this work and trains Green Iowa AmeriCorps members and CEEE student interns from the University of Northern Iowa in climate action planning and energy saving across all scales, from schools and small businesses to municipalities. AmeriCorps members and student interns gain valuable experience and marketable skills while working on this program, and participating communities receive data about their emissions as a basis to develop a community energy/climate action plan specially designed for them.

Community energy plans aim to:

- Reduce energy consumption and greenhouse gas emissions in communities
- Inform public officials during goal setting and budget decisions, focusing on reduction strategies over which local governments have control, and
- Focus community leaders on developing plans towards conservation and community resilience

The CEEE is a member of the International Council for Local Environmental Initiatives (ICLEI) and uses ICLEI's ClearPath software to create community energy plans. ICLEI is the leading global network of local governments dedicated to sustainability, resilience, and climate action. CEEE staff Cassie Sonne also convenes the Iowa Sustainable Communities program, which

Resilience Today In Cedar Falls

Resilience Programs at UNI *continued*

encourages communities to go beyond greenhouse gas reduction measures into broader sustainability actions. This creates a connection between energy conservation and further environmental and community improvements.

UNI Local Food Program

The UNI Local Food Program works to develop a local and regional food system that positively impacts local farmers, consumers and businesses through education, collaboration, and economic development. The Local Food Program provides the following support:

- **Cedar Valley Regional Food & Farm Network (CVRFFN)** – CEEE staff lead the Cedar Valley Regional Food & Farm Network. A coalition of individuals, food and farm businesses, UNI Local Food Program, Northeast Iowa Food Bank, Iowa State University Extension & Outreach, and other community organizations and leaders working together to positively impact the local food system.
- **Services to Farmers** – Staff help local farms find local markets, build connections among farmers, and offer educational programs to assist direct-marketing farms in the region.
- **Services to Institutional Food Buyers** – CEEE Staff connect schools, grocers, restaurants, and distributors with local farms.
- **Local and Regional Food Systems Education** - CEEE staff and partners develop tools and experiences that make it easier for everyone to see and appreciate the local food treasures of our region. They publish a local food guide each year that is available at www.cvfoodfarmnetwork.org.

- **Community Food Security Vista Project** - Building community capacity to improve access to affordable fresh fruits and vegetables among vulnerable populations. Projects include garden projects, veggie home delivery program, Veggie Voucher program, and A Garden In Every Lot.

Environmental Health Initiatives

The Environmental Health programs at the University of Northern Iowa's Center for Energy & Environmental Education focus on the intersection of environmental sustainability and human health. There are two main initiatives of this CEEE program: Good Neighbor Iowa and Farming for Public Health. Good Neighbor Iowa focuses on eliminating unnecessary pesticide application in public spaces for child health, as well as but also to improving and maintaining urban pollinator habitat, biodiversity, and water quality. Farming for Public Health focuses on upstream, land-based solutions to a series of cascading environmental and human health issues that face the state of Iowa including water quality, flooding, soil and nutrient loss, rural economic vitality, biodiversity, pesticide application and drift, and food systems.

The Center partners with city governments, school districts, childcare centers, parks, nature centers, farm organizations, soil and water conservation districts, and many others and serves as a resource to all Iowans on these important environmental health topics.

Tall Prairie Center

The Tallgrass Prairie Center, a part of the University of Northern Iowa, works to establish diverse, resilient prairie and to increase

Resilience Today In Cedar Falls

Resilience Programs at UNI *continued*

appreciation of the tallgrass prairie ecosystem. Center programs support county roadside managers, farmers, landowners and native seed growers. The Tallgrass Prairie Center also offers prairie root banners and display specimens, a full range of resources for planning, planting and maintaining prairie; a spring Restoration and Management seminar series, and recorded webinars (“Botany Beginners”) on how to identify native wildflowers, grasses and weeds

Resilience Today at Black Hawk County

Black Hawk County Extension - The Black Hawk County Extension and Outreach provides several programs to the community which support community resilience. There is a Master Conservationist Program which is designed to provide knowledge and skills to people who are interested in natural resource conservation. The Master Gardener Program which offers to individuals with training on topics such as lawn care, landscape and ornamental plantings, fruits and vegetables, insects and plant diseases, and plant nutrition, and more. Other programs to which provide education on food, healthy living, and nutrition.

Black Hawk County Soil and Water Conservation District (BHSWCD) - The Black Hawk County Soil and Water Conservation District is a governmental agency made up of locally elected officials and has been in place since 1946. BHSWCD works with private landowners and local governments to wisely use water resources and improve soil health. The BHSWCD oversees the Dry Run Creek Watershed Improvement Project which utilizes grant funding from various governmental agencies to provide financial assistance to install conservation and storm water management practices.

Black Hawk County Solid Waste Management Commission - The Commission sponsors two collection events each year. This is for household hazardous waste and electronics waste. The spring event is typically held in Waterloo and the fall event is held at the Cedar Falls Public Works building. On average, 900 vehicles that pass through each event. The Commission also works with Iowa Waste Exchange to assist businesses, organizations, schools, and others to find uses for materials that otherwise would end up in the landfill. The Commission also provides free education outreach to schools and organizations through their WasteTrac education team.



Planning Process

The Process

About the Planning Process

The process used to develop the resilience plan followed a stepwise approach. The stepwise approach is sequential, building forward step-by-step from what was learned or accomplished during the previous step or activity.

The planning process extended across eight months and included 12 online workshops, two Townhall Meetings, and four public worksheets. As workshops, surveys and worksheets were completed, information from previous ones were the basis for the questions and content of future engagement events. This approach allowed the planning team to systematically identify, explore and refine the issues important to the community of Cedar Falls.

The online engagement methods used in the plan's development exceeded expectations, nearly tripling community responsiveness compared to a conventional in-person approach. The process involved over 1,000 points of contact across the Cedar Falls community.

Survey and worksheets results for the overall project are considered to have a 5% to 10% margin of error based on normal industry practices and the numbers of responses to each workshop, survey or worksheet.

Anonymous spot checks of participant internet addresses strongly indicates that responses were local to Cedar Falls. (The spot checks never identify specific individuals or specific streets addresses, only general locations). A test for breadth of participation was conducted comparing similar national level survey results to local results. The similarity between results indicates balanced, broad participation by community members expressing a range of opinions.

The Planning Steps

Public Participation: September – March 2020

The first stage of the planning process began in September 2020 with a public two-part Public Survey. Six public workshops were conducted along with online self-guided workshops. The Workshops were organized around energy, the environment, water and flooding, the economy and jobs, diversity and equity, and community cohesion to gather community ideas. A Summary Townhall meeting was held to present and accept comments on the public survey and public workshop outcomes.

Development with Public Participation: December 2020 - March 2021

The next stage of the process analyzed the information gathered from the surveys and workshops early in the process to assemble action items. The actions identified focused on items that can be accomplished locally by individuals, community organizations, businesses, the City of Cedar Falls and Cedar Fall Utilities. The intent of the actions is to make our community more resilient to forces that are unpredictable and many times are out of local control. The overarching goal is to ensure that the Cedar Falls community continues to offer a high quality of life to all members.

As part of Step 2, three Worksheets were published for public input in December 2020, January 2021, and in late March of 2021. Each of these worksheets refined the community's priorities and preferences for actions to help make the City and community more resilient. The two part Public Survey originally published in September and October was opened and publicized to ensure that it was available to all Cedar Falls residents who wanted to participate.

Finalization: April 2021 – October 2021

The final stage of the planning process involved synthesizing and organizing the plan into report form. The report was presented at an open house in 2022. Input from the open house was considered for inclusion in the final report.

The Process

Figure 1. Resilience Plan Public Participation & Engagement Schedule

Public Participation		2020
September 22 thru October 03, 2020	Online public Survey Parts 1 and 2 – Round 1	
October 20 thru October 30	Online public Survey Parts 1 and 2 - Round 2	
Oct. 20th - Nov. 3rd	Big Idea Public Workshops and Self-Guided Workshops	
October 20	Workshop: Ecology, Land and Habitat	
	Online Self-Guided Workshop: Ecology, Land and Habitat	
October 21	Workshop: Water, Weather and Urban Flooding	
	Online Self-Guided Workshop: Water, Weather and Urban Flooding	
October 22	Workshop: Energy, Mobility and Transportation	
	Online Self-Guided Workshop: Energy, Mobility and Transportation	
October 27	Workshop: Community Cohesion and Civic Services	
	Online Self-Guided Workshop: Community Cohesion and Civic Services	
October 28	Workshop: Equity, Diversity and Well-being	
	Online Self-Guided Workshop: Equity, Diversity and Well-being	
October 29	Workshop: Jobs, Business and Economy	
	Online Self-Guided Workshop: Jobs, Business and Economy	
November 03	Online Self-Guided Workshops Close	
November 10	Workshops Summary Town Hall Meeting	
December 15 thru 22	Online public Worksheet, Parts 1 and 2	
December 15 Thru 22	Online public Survey Parts 1 and 2 - Round 3	
Public Participation		2021
January 20 thru January 27, 2021	Online public Worksheet Two opens in mid-January 2021 - Complete	
March 23 thru March 30, 2021	Online public Worksheet Three opened late March - Complete	
April 12 2022	2022 Public Presentation	
2022 Final Plan Completion		
Spring 2022	Resilience Plan Completion	



The Process



Workshop One
Ecology, Land and Habitat
 October 20,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Workshop Two
Water, Weather and Urban Flooding
 October 21,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Workshop Three
Energy, Mobility and Waste
 October 22,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Workshop Four
Community Cohesion and Civic Services
 October 27,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Workshop Five
Equity, Diversity and Well-being
 October 28,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Workshop Six
Jobs, Business and Economy
 October 29,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Worksheet and Survey
Built Environment & Ecology
 Open December 15th - 22nd



Worksheet Two
Built Environment Community & Local Economy
 Open January 20th – 27th



Worksheet Three
Economics and Community Ecology and Weather Energy, Mobility and Waste
 Open March 23rd – March 30th



Thank you to everyone that participated in Worksheet Three!

The Worksheet is Now Closed.

[Go to the Worksheet and Public Survey Page](#)

Be part of creating a more vibrant and resilient Cedar Falls!

The City of Cedar Falls is developing a Resilience Plan & Framework to guide our community's testing and recovery future. The plan will address today's challenges and opportunities, and it will help us all collectively thrive in a rapidly changing world. We invite you to participate and share your ideas through online worksheets, surveys, and meetings starting in late September of 2020 and continuing in the summer of 2021.

Stay updated by following the City of Cedar Falls on Social Media: Facebook, Twitter, LinkedIn, and Instagram links.

[Get Project Notifications](#)

Missed the Public Survey last time out? Take it below.

The Public Surveys were open for three rounds of community input (September, October + December). **They have now closed.** Thank you to all that participated!

Help shape Cedar Falls. Help shape the world.



Public Survey Built Environment & Ecology
 Open December 15th - 22nd

Public Survey Community & Local Economy
 Open December 15th - 22nd

Public Survey Part 1 [Survey Test Time Closed](#)

Public Survey Part 2 [Survey Test Time Closed](#)

Have ideas or an idea you'd like to share? We'd love to hear from you. Please email resilience@cedarfalls.org or call 319-253-3333. If you've already been heard, thank you so much for your input!

The Public Surveys were open for three rounds of community input (September, October + December). **These surveys are now closed.** Thank you to all that participated!



Online Big Idea Workshops

Six Big Idea online Public Workshops covering Water, Weather, Energy, Mobility, Ecology, Land, Jobs, Business, Equity, Diversity, Community Cohesion, Civic Services + more were held between October 20th and October 29th.

Online Self-guided workshops for the six Public Workshops was opened the day following each workshop. While direct participation in these self-guided workshops is now closed, videos providing valuable data and reference information on weather, climate, social equity, economics, the Cedar Falls community + more are still available.

[Go to the Self-Guided Workshop Videos](#)

Using the Plan

A Flexible, Extended Timeline Framework Plan

The Cedar Falls Resilience Plan is a framework of actions that can improve the resilience and prosperity of the Cedar Falls community and its individuals, organizations and institutions.

The framework structure of the plan allows it to be flexible. It is written with an understanding that technology and the world are changing at a rapid pace, and the change will continue into the future. Much of the change occurring needs to be addressed sooner rather than later, but over time so it can be done cost effectively.

Plan Timeline and Cost Effectiveness

Those using this plan should note that it includes near-term, mid-term and long-term actions extending from 2022 through 2050 and beyond. The extended timeline is necessary because issues such as expanding the local economy, maintaining the business competitiveness of Cedar Falls and reducing carbon pollution must be pursued step by step. They include investments by private and public entities over time. Energy, water, sewer and transportation systems are examples of infrastructure that are planned with extended timelines of 30 to 50 years or more and have substantial impacts on business vitality and the well-being of a community.

The Actions Identified by the plan are projected to be cost effective and achievable within the general timelines identified. Consideration for any required, but anticipated innovation to existing technologies has been factored into the timelines.

The flexibility provided in the plan will allow the most effective technologies and approaches to be employed in a timely way that is efficient and feasible.

The Plan Structure

Planning Drivers are used to define the overarching topics, aspirations and influencing topics addressed by the plan. The Drivers are organized by three categories:

- **Local Economics & Community**
- **Weather & Nature**
- **Energy & Mobility**

Each plan category has a background narrative describing many of the key topics included in the category.

Action Sets

The category background narratives are followed by actions that can be pursued in support of the opportunities, issues and challenges represented by the narratives. Individual actions are organized into Action Sets. While individual actions will provide benefits and value to the community, executing an entire Action Set leverages the results of the other actions, offering the highest possible return value for investments of time, resources and / or money.

Co-benefits

Many Actions or Action Sets provide co-benefits supporting multiple opportunities, issues and challenges simultaneously. Some co-benefits may be indirect or not immediately visible. For example, action on energy efficiency can support fair and equitable opportunity for lower-income members of the community by freeing more of their earnings for better access to food or healthcare instead of spending it on basics such as heat.

Plan users should note that not every topic or issue is explicitly outlined in the narrative, but a combination of the background narratives and Action Sets captures most key issues.

Using This Plan *continued*

Figure 2. below shows the key components of the Resilience Plan: (1) Resilience Plan Drivers which are the priority topics for the plan; (2) The Action List which is an abbreviated listing of items in the Action Plan; (3) Category Narratives describing topics and issues for each of the plans three categories; (4) The Action Plan which is the core of the Resilience Plan describing measures to be taken for improving the resilience of the Cedar Falls Community. Figure 3. on the following page provides a detailed description for each feature of the Action Set.

Figure 2. Resilience Plan Structure

(1) Plan Drivers

Plan Drivers

About the Plan Drivers

Plan Drivers are based on community-wide input and define the essential qualities, outcomes and influencing factors that shape the plan.

Community Resilience is not an attribute that arises from a single element, group or institution. It is related to multiple aspects of Cedar Falls as a multi-faceted community. Everything from the built and natural environment to the social and economic fabric to individual people and businesses contributes to community resilience. As a result, the resilience plan covers a wide range of issues that is pertinent to Cedar Falls.

Three key attributes were considered in developing the Plan Drivers for Cedar Falls:

- Is the Driver significant and important to the Cedar Falls Community?
- Does the Driver play a vital role in the Community Resilience of Cedar Falls and does it support more than one Driver?
- Are there meaningful opportunities available for the Cedar Falls Community to take action in support of a Drivers' topics?

The Action List that immediately follows the Plan Drivers described here provides a summary of the identified Actions focused on each Driver. The Action Set Charts found in the three plan category sections offer additional guidance for each action. The charts also show how individual Actions support and connect with multiple Drivers.

There are many actions and measure that can be taken that support the Drivers. Not all can be included in this plan. The Plan highlights several that can have highly impactful and offer opportunity for action. Champions for taking action include individuals, stakeholders, the City of Cedar Falls and Cedar Falls Utilities.

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(2) Category Narratives

Local Economics & Community

Figure 6. New Mixed-Use Neighborhoods

A significant opportunity for creating more high-value amenities attractive to business talent is in mixed-use neighborhoods. Generating more mixed-use neighborhoods with all the basics nearby would be a strong draw to business talent.

Bikeable/walkable neighborhoods with modestly priced 'missing middle' housing, a local grocery with healthy food, a pharmacy, bank, hardware store, entertainment, and employers are high-value amenities for attracting business talent. Working in the neighborhood within a 1/2 mile by bike residence or within three miles by car is a valued amenity.

There are at least five opportunities to create these types of mixed-use neighborhoods in Cedar Falls without disrupting local neighborhoods.

Area #1, #2, #4 and #5 are currently mixed use and should be further promoted.

Area #3 Main Street has been re-emphasized going from four lanes to a three-lane corridor with bike lanes and wide sidewalks.

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(3) Action List

Action List

Local Economics + Community Cedar Falls, Iowa Resilience Framework

C1 Action Set: Resilience Coordinator(s)

C1.1 Identify a position(s) at the City of Cedar Falls and CFU to oversee and coordinate the Resilience Plan Actions.

C1.2 The Coordinators will Facilitate a Community-wide Resilience Network

C1.3 The Coordinators will help identify Community champions + advocate for plan Actions.

C1.4 The Coordinators will monitor and track Plan progress.

C1.5 The Coordinators will help organize internal resources the City + CFU

C2 Action Set: Key Resilience Co-benefits

C2.1 Expand the local economy by encouraging business to provide and develop services + products supporting the Plan

C2.2 Support access to housing w/ zoning adjustments for contact appropriate, economically owned + energy efficient housing

C2.3 Support access to mobility options with a complete bike trail system, rideshare services + existing bus routes.

C2.4 Support access to green space with Blue-green Corridors

C3 Action Set: Champion Cedar Falls

C3.1 Actively keep Cedar Falls resilient by avoiding economic + environmental risk, and by being on the leading edge of issues

C3.2 Continue to maintain balanced + equitable policy, code, tax and regulatory requirements.

C3.3 Promote fair, equitable access and opportunity for all utilizing the new Resilience Network

C4 Action Set: Champion Local Business

C4.1 Actively continue advancing the development of amenities in Cedar Falls to attract visitors, business talent and entrepreneurs

C4.2 Solicit local champions to develop a printed, and device friendly online descriptive finder + map

C4.3 Utilize the Resilience Networking Hub in support of local, for-profit, and non-profit business development initiatives

C5 Action Set: Walkable Neighborhoods + Housing Options

C5.1 Pursue the development of mixed-use bikeable / walkable neighborhoods encompassing existing commercial corridors

C5.2 Pursue robust bikeability with mixed-use opportunity neighborhoods

C5.3 Encourage the development of missing middle housing options

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(4) Action Plan

Cedar Falls, Iowa Resilience Plan

C5 Action Set: Walkable Neighborhoods + Housing Options

The first intent of this Action Set is to advance neighborhood development opportunities within Cedar Falls that offer amenities attractive to up and coming generations while avoiding significant disruption to existing neighborhoods. See Figure 6. The second intent is to balance housing options that fit the economic needs of all community members and stakeholders.

C5 Actions	Local Economics + Community	Weather + Nature	Energy + Mobility	Champions, Partners, Logistics
C5.1 Pursue the development of walkable + bikeable mixed-use neighborhoods that encompass existing commercial corridors with bus/bike access. Apply a missing middle housing approach. Update zoning requirements to be contextually appropriate. Encourage development in areas with small local grocers, banks, hardware stores, pharmacies, etc. within a 1/4 to 1/2 mile	High	Low	Low	High
C5.2 Provide the infrastructure supporting bikeability + walkability. Include benches, bike racks + rideshare drop-off at bus stops. Implement the Cedar Falls bike system + nurturing of locally owned rideshare co-ops (include bike racks on all vehicles) will make mixed-use neighborhoods even more appealing for bike	High	Low	Low	High
C5.3 Encourage the development of missing middle housing options that can provide more moderately priced housing options appropriate for their location. Missing middle housing includes townhomes, cottage court, courtyard building, duplexes in-side + stacked tri-plexes, fourplexes, multiples + live-work designed to fit with the neighborhood + complement it (not overtake) + building stock	High	Low	Low	High
C5.4 Encourage distance and live/work housing with small first floor commercial uses through appropriate zoning and building codes by encouraging small co-working centers with small food service at high-traffic street corners through the community. A mixed-use area allow for combined work housing, commercial maker and shop space, residences and commerce. Encourage residential flex space, small office, micro-business and low-polluting micro-industry. Closely consider the safety, parking + vehicle access, facility size (not too large), street-side conditions including vehicle and pedestrian interface, window to world	High	Low	Low	High
C5.5 Encourage Accessory Dwelling Units (ADUs) where appropriate as means of providing diversified housing options, particularly for seniors needing assistance.	High	Low	Low	High

Potential Partners + Stakeholders City/CFU, community, equipment suppliers + installers developers and developers builders, building supply stores, nursery, florists

Legend Time: N=Not-Term, M=Mid-Term, I=Long, O=On-going. Investment: T=Time \$ Low \$ Mid \$ High. Value: M=Med, H=High, HF=Foundational, NQ=Not Quantifiable. Champion: Support

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Using This Plan *continued*

Figure 3. Action Set Chart

Action Sets bring together several, related individual plan actions as a grouping.

Action Sets do the following:

- Provide a description of specific actions.
- Identify basic logistics like the champions, benefit value and timeline for each action.
- Connect actions to Plan Drivers. A connection between a specific Plan Driver and actions is identified by a colored rectangle in the Plan Drivers & Co-Benefits chart. The level of intensity in which Drivers and actions connect is indicated by the color of the rectangle. Darker colors show higher levels of intensity and focus.
- See the graphic to the right for a description of each component of an Action Set chart.
- See page 20 for more detail on Timelines and Benefit Return Values / Paybacks.

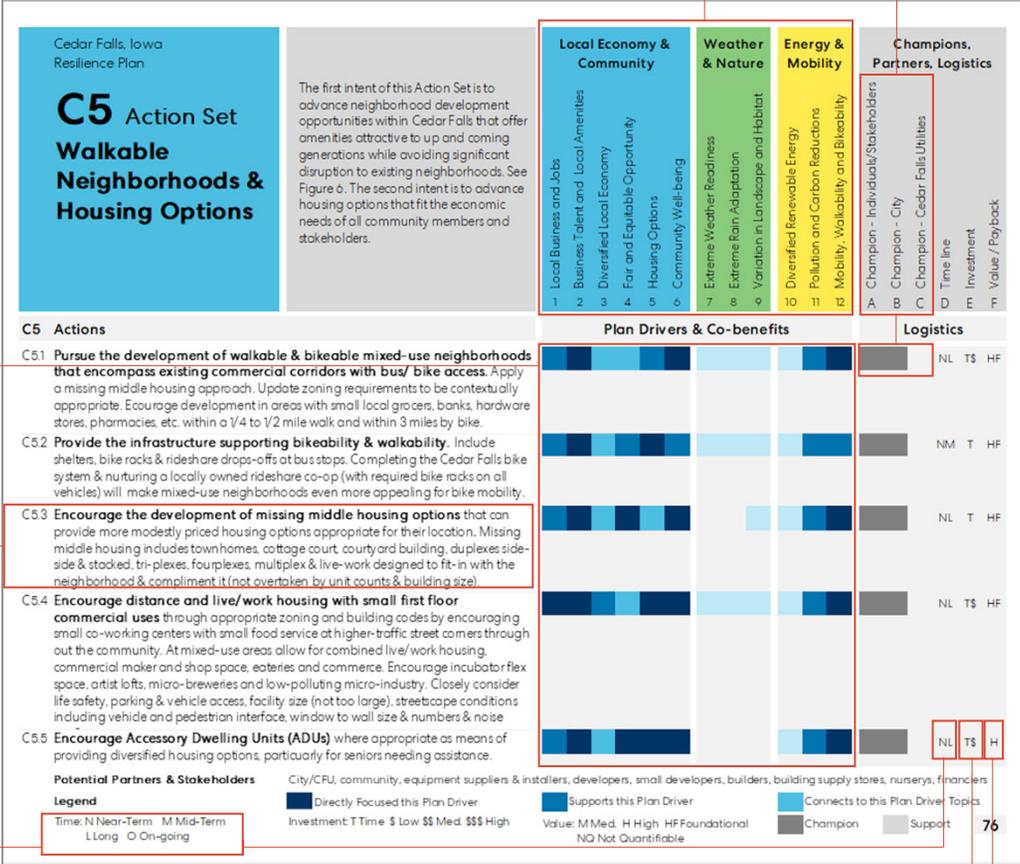
Champions include Individuals , Community Stakeholders (Businesses, Organizations, Institutions), the City of Cedar Falls and Cedar Falls Utilities (CFU). Champions lead actions, and if funding is required, they would source the funding. Actions may be privately or publicly funded, or both.

Plan Drivers are based on community-wide input and define the essential qualities, outcomes and influencing factors that shape the plan.

The Co-benefits chart identifies which Plan Drivers an action is directed towards, and whether it is directly focused on a Driver, supports a Driver or meaningfully connects to a Driver.

Actions describe measures that address the Plan Drivers. The actions selected for the plan address multiple Drivers bringing the highest possible value and co-benefits to the greatest number of community members.

Time in Years:
 Near-term = 1-5,
 Mid-term = 5-15
 Long-Term = 15-30+
 Ongoing = Indefinite



Investment: Time (limited or no direct capital expenditure by the City of Cedar Falls), \$ Low \$\$ Medium or \$\$\$ High

Benefit Return Value and Payback: * M Medium, H High, HF Foundational for a prosperous future. NQ Not Effectively Quantifiable

*Establishing specific paybacks or investment dollars requires business plans and / or feasibility studies which are beyond the scope of this plan

Using This Plan *continued*

Figure 4. Action Set Chart

Benefit Return Value and Investment

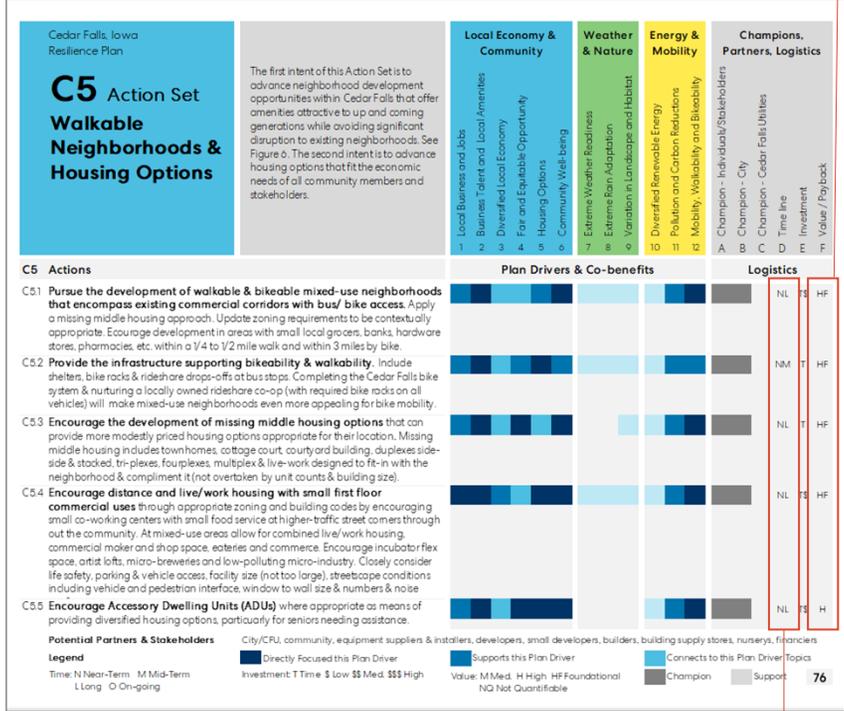
Not all benefits can be effectively measured in dollars and may be qualitative (non-measurable). For example, improved public safety, or quality of life benefits can be very difficult to quantify (with some exceptions). As a result, Benefit Return Value / Payback on an action is comprised of both monetary payback and qualitative value. Benefit Return Values are identified for individual actions as Low, Medium, High and High Foundational Value. Investment in actions are identified as Time, Low \$, Medium \$\$ and \$\$\$ High. Time is staff or community time committed to the project. \$ are capital expenditures – either public, private or both.

- Low Value actions have a low-dollar return and they are low-performing. Low Value actions are intentionally not included in the plan.
- Medium and High Value actions were considered for inclusion in the plan with High value actions being given priority.
- High Value Foundational (HF) investments are basic for improving community resilience and can deliver a solid return for the resources invested. HF investments frequently involve extended periods of time and may require on-going private, public and non-profit investments of time, dollars and other resources.

The plan’s overall Timeline extends for 30 years and beyond. As a result, activity levels for specific actions may vary over time. The Timeline indicates activity level variation by combining different Timeline indicators. See the note on the bottom left of this figure.

Action C5.4 “Encourage distance and live/work housing” can be used as an example. Action C5.4 will require staff time, and it may require some consulting expenses to assist with zoning and building code updates. It has a Time and Low \$ investment indicator (T\$); a Near-term / Long-term (NL) Timeline indicator and a High Foundational (HF) Benefit Return Value and Payback indicator.

Benefit Return Value and Payback provides an indicator of both monetary payback and qualitative value. See the Benefit Return Value and Investment description to the left for more details.



The Timeline indicates activity variations over time for specific actions by combining different time-lines. Examples:

- Near-term / Long-Term (NL) indicates early, focused activity with expected strong activity maintained overtime.
- “Near-term / On-going (NO) indicates focused activity early that may dial down, but does not cease over time.
- “Near-Term / Mid-Term indicates early focused activity with expected strong activity maintained for 5-15 years.



Plan Overview

Plan Overview

Resilience Overview

Cedar Falls has an abundance of resources and opportunities with a wealth of active and engaged citizens and organizations. This Resilience Plan recognizes the richness of that existing talent and works toward sewing a fabric of connections across topics important to the broader community of Cedar Falls. The plan is a community resource for individuals, community stakeholders, and the City of Cedar Falls. One goal of the plan is to allow the citizens, businesses, organizations, and institutions of Cedar Falls to see how their interests, goals, and aspirations can align, interconnect, and work together to create a more resilient present and future for Cedar Falls as a community.

Resilience is a broad topic that is larger than any one individual, business, or institution. It arises through the daily actions taken by all community members contributing in ways that best fit their knowledge, talent, and interests. In response, the plan identifies resiliency actions that can be taken or championed by individuals, community stakeholders, the City of Cedar Falls, and Cedar Falls Utilities (CFU).

Resilient communities have the capacity to resist and rebound from economic, social and physical disruptions. They are healthy, adaptable, and regenerative through a combination of redundancy and variation in resources, people, and perspectives. They have the foresight and the capacity to act on that foresight *together*. Yet they maintain a measure of self-reliance and independence among individuals and organizations. They can learn and evolve based on changing conditions, both individually and collectively as a community.

Resilient communities have four basic dimensions as outlined by the Rockefeller Foundation's 100 Resilient Cities program:

- Economy & Society
- Infrastructure & Environment
- Health & Wellbeing
- Leadership & Strategy

Resilience Plan Purpose & Approach

The purpose of the Cedar Falls Resilience Plan is to empower the community to maintain and improve quality of life, build prosperity and enhance community resilience. The plan is comprehensive, robust, knowledge driven, and innovative.

The plan is developed as a framework containing over 45 actions and goals that are accompanied by supporting narratives and graphics that expand on opportunities for implementing the actions. Here are three examples of actions and goals included in the resilience plan:

- Support local businesses and jobs
- Achieve communitywide Net Zero Carbon pollution by 2050 for electricity and natural gas
- Adapt to extreme rain events

The planning process extended across eight months and included 12 online workshops, two Townhall Meetings, and four public worksheets.

The information, ideas, and opinions gathered directly influenced the development of the actions and recommendations included in the plan. While participants may not directly see their suggestions or ideas written in the plan, every comment was considered and influenced the planning action strategies.

Several key issues, topics, and ideas emerged during the community engagement process. Issues were identified and prioritized (see Figure 5. on the next page). This Community input was vital to shaping the Plan Drivers and the Plan Action Sets. Plan Drivers organized into three categories creating the plan's essential framework for Resilience

Plan Drivers are described in detail starting on page 19.

Priority Issues

Throughout the planning process, the community was asked to identify issues, topics, and ideas to include in the plan. Community input, along with other information, was used to help identify the actions and drivers in this plan. The chart offers community rated topics based on data from multiple surveys and worksheets.

Actions and recommendations included in the plan were identified and developed that are specifically appropriate to the opportunities and risks for Cedar Falls as both a city and a community. While each action may not be novel to Cedar Falls, the Action Sets and recommendations are collectively unique to Cedar Falls, and they have been adapted in specific ways that respond to the needs of Cedar Falls.

The final plan has a strong focus on local economics and jobs. Actions included in all three of the plans major categories improve the competitiveness of Cedar Falls as an attractive community to live, work, and thrive, now and in the future.

Cedar Falls Resilience Plan Topics Importance Identified by Community Participants

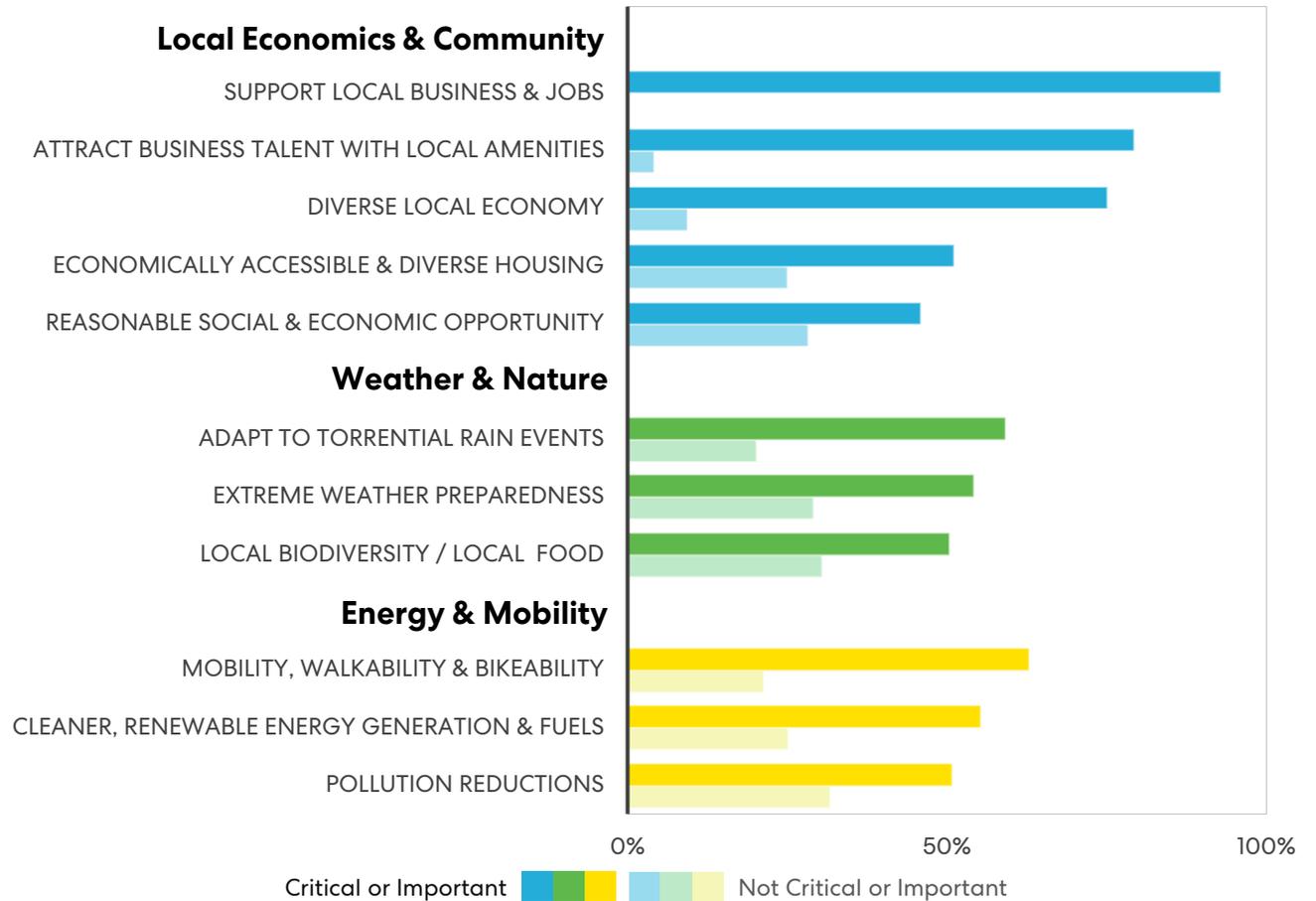


Figure 5. Priority Issues

Plan Drivers

About the Plan Drivers

Plan Drivers are based on community-wide input and define the essential qualities, outcomes and influencing factors that shape the plan.

Community resilience is not an attribute that arises from a single element, group or institution. It is related to multiple aspects of Cedar Falls as a community. Everything, from the built and natural environment, to the social and economic fabric, to individual people and businesses, contributes to community resilience. As a result, the Resilience Plan covers a wide range of issues that are pertinent to Cedar Falls.

Three key attributes were considered in developing the Plan Drivers for Cedar Falls:

- Is the Driver significant and important to the Community?
- Does the Driver play a vital role in community resilience, and does it support more than one Driver?
- Are there meaningful opportunities available for the community to take action in support of a Drivers' topics?

The Action List that immediately follows the Plan Drivers described here provides a summary of the identified Actions focused on each Driver. The Action Set charts found in the three Resilience Plan category sections offer additional guidance for each action. The charts also show how individual Actions support and connect with multiple Drivers.

Many actions and measures that can be taken to support the Drivers. Not all can be included in this Plan. The Plan highlights several Drivers that can be highly impactful and offer opportunity for action. Champions for taking action include individuals, stakeholders, the City of Cedar Falls and Cedar Falls Utilities.



Local Economics & Community Category

Support Local Business & Jobs

Supporting locally owned businesses is essential to maintaining the vitality of the Cedar Falls economy. Studies show that dollars spent at locally owned businesses double their local economic impact compared to dollars spent on non-locally owned businesses. That doubling power increases the local economic activity that generates new, local jobs.

Retain & Attract Business Talent with Local Amenities

Retaining and attracting bright, motivated employees, innovators and entrepreneurs is essential to maintaining a robust, dynamic and resilient local Cedar Falls economy. When deciding where to locate and live, up and coming generations and businesses are motivated not only by direct economic opportunities, but also by the quality of place and life making local amenities of all kinds essential to maintaining a resilient and expanding Cedar Falls economy. The community should encourage local start-ups and support existing local businesses while attracting new business to Cedar Falls with high-value local amenities.

Maintain a Diversified Local Economy

Encouraging multiple business types, sizes and owners is an important strategy for stabilizing local economies and communities. The strategy works like this: If a set of business types is slow due to economic change, other types may remain busy, helping to stabilize the local economy and improve its overall resilience.

Local Economics & Community

Figure 6. Plan Categories and Drivers

The Plan is organized around three primary categories: Local Economics & Community, Weather & Nature and Energy & Mobility.

The categories are focused on issues and actions addressing the Plan Drivers. Plan Drivers are derived from community-wide input and define the essential qualities, outcomes and influencing factors that shape the plan.



Local Economics & Community

Plan Drivers

- Support Local Business & Jobs
- Retain & Attract Business Talent with Local Amenities
- Maintain a Diversified Local Economy
- Provide Fair & Equitable Opportunity
- Develop Housing Options
- Maintain and improve Community Well-being



Weather & Nature

Plan Drivers

- Pursue Extreme Weather Readiness
- Pursue Extreme Rain Adaptation
- Improve Variation in Landscape Plantings & Habitat



Energy & Mobility

Plan Drivers

- Pursue Diversified Renewable Energy
- Pursue Pollution and Carbon Reductions
- Improve Mobility, Walkability & Bikeability

Plan Drivers *continued*

Provide Fair & Equitable Opportunity

Local economies are stronger when everyone in the community has purchasing power, access to opportunity and personal wellness. Ensuring that everyone in the Cedar Falls community has fair, equitable access to quality wages, jobs and amenities will help maintain a vibrant, resilient local economy.

Develop Housing Options

Maintaining a resilient local economy requires having housing options for people with a wide array of occupations and differing economic means and needs. Housing options also need to provide for various family sizes, differing generational needs and personal preferences.

Maintain and Improve Community Well-being

The Cedar Falls community will be its most resilient when individuals and the community are physically and mentally healthy, stable and vibrant. Factors important to well-being include fair and equitable access to opportunity, healthy food, clean air and a clean environment with access to nature and physical activity.



Weather & Nature

Pursue Extreme Weather Readiness

The weather in Cedar Falls and the region is changing and is expected to continue changing with increasingly extreme weather becoming a new normal. Issues of note include increased wind strength, heat, ice, hail and rain. Along with the information in this plan, the Black Hawk County Multi-jurisdictional Hazard Mitigation Plan is a valuable reference.

Pursue Extreme Rain Adaptation

Torrential rain events have been measurably increasing in strength and

frequency for the past 60 years. These events are creating a risk of localized urban flash flooding (not major flooding from the Cedar River). The community-wide existing stormwater infrastructure will need to be incrementally adapted and new infrastructure will need to be right-sized for the new conditions.

Improve Variation in Landscape Plantings & Habitat

The slow, continued loss of variation in local plants and wildlife is weakening the resilience of local and regional natural systems. Natural systems provide important, cost-effective services that can be taken for granted like filtering pollutants from surface and ground water, pollinating plants, and providing natural beauty to Cedar Falls. Native and adapted plantings are better suited to the local weather, and they are inherently more resistant to local diseases and insects



Energy & Mobility

Pursue Diversified Renewable Energy & Conservation

Energy security and pollution reductions require expanding the use of wind and solar based energy. These energy resources are now some of the most cost-effective energy sources available, and they can be highly effective when properly engineered.

Pursue Lower-Polluting, Carbon Neutral Energy

Pollution degrades human health and quality of life. Effectively managing energy sources and resources can dramatically reduce pollution and it's impacts on people and nature.

Improve Mobility, Walkability & Bikeability

Alternative mobility, walking and biking improves individual and community wide wellness and fair access to transportation. They are valued amenities for up-and-coming generations of business talent.



Action List

C Local Economics & Community

C1 Action Set: Resilience Coordinators

- C1.1 Identify existing positions at both the City of Cedar Falls & Cedar Falls Utilities to oversee and coordinate the Plan Actions
- C1.2 The coordinators will facilitate a community-wide Resilience Network
- C1.3 The coordinators will help identify community champions & advocate for Resilience Plan actions
- C1.4 The coordinators will monitor and track Resilience Plan progress
- C1.5 The coordinators will help organize internal resources of the City and Cedar Falls Utilities for facilitating the Resilience Plan

C2 Action Set: Key Resilience Co-benefits

- C2.1 Expand the local economy by encouraging businesses to provide and develop services and products supporting the Plan
- C2.2 Support access to housing with zoning changes for context appropriate, economically diversified & energy efficient housing
- C2.3 Support mobility options by implementing the Bike-Pedestrian Plan complemented by rideshare services & existing bus routes.
- C2.4 Support access to green space with Blue-green Corridors following water ways and natural areas

C3 Action Set: Champion Cedar Falls

- C3.1 Actively keep Cedar Falls resilient by avoiding economic and environmental risk
- C3.2 Continue to maintain balanced & equitable policy, code, tax and regulatory requirements
- C3.3 Utilize the new Resilience Network to help promote fair, equitable access and opportunity for all members of the community

C4 Action Set: Champion Local Business

- C4.1 Actively continue advancing the development of amenities in Cedar Falls to attract visitors, business talent and entrepreneurs
- C4.2 Solicit local champions to develop a printed, and device friendly online descriptive finder & map
- C4.3 Utilize the Resilience Networking in support of local, for profit and non-profit, business development initiatives and start-ups

C5 Action Set: Walkable Neighborhoods & Housing Options

- C5.1 Develop mixed-use bikeable / walkable neighborhoods encompassing existing commercial corridors
- C5.2 Pursue robust bikeability within mixed-use opportunity neighborhoods
- C5.3 Encourage the development of missing middle housing options
- C5.4 Encourage distance and live/work housing with small first floor commercial uses
- C5.5 Encourage Accessory Dwelling Units (ADUs)



Action List

Weather & Nature

W

W1 Action Set: Extreme Weather Readiness

- W1.1 Plan for increasingly extreme wind events from derechos, thunderstorms and tornadoes
- W1.2 Plan for increasingly extreme rainfall events that bring extended torrential rains
- W1.3 Plan for warming temperatures as indicated by shifting Hardiness Zones and weather data
- W1.4 Explore emergency back-up energy for essential facilities and services

W2 Action Set: Blue-Green Natural Corridors: Co-Benefits

- W2.1 Enhance the co-benefits of the city's waterway and green space network
- W2.2 Create Blue-green corridor hubs co-locating stormwater management and outdoor recreation & mobility options
- W2.3 Link corridors for natural vitality and rainwater management and biking
- W2.4 Incrementally add pollinator and bird friendly native & adapted plantings and trees

W3 Action Set: Blue-Green Natural Corridors: Co-Benefits

- W3.1 Increase the existing stormwater system capacity to manage new development & increasing extreme rainfall volumes
- W3.2 Economically manage stormwater using a combination of site and district level approaches across Cedar Falls
- W3.3 Incrementally increase available green space and stormwater capacity in already developed areas
- W3.4 Reduce barriers to regional stormwater management

W4 Action Set: Extreme Rainfall Management

- W4.1 During Capital Improvement Planning, perform an urban flash flooding risk screen
- W4.2 Proactively improve extreme rainfall readiness
- W4.3 Manage extreme rain stormwater flows upstream from already developed neighborhoods

W5 Action Set: Beneficial Yardscapes + Landscapes

- W5.1 Use a variety of native & adapted plantings and trees for residential and commercial yards and public landscapes
- W5.2 Increase pollinator and bird habitat using native and adapted plantings
- W5.3 Plan for an ongoing shift in the Hardiness Growing Zone
- W5.4 Encourage rainwater harvesting for irrigation and habitat areas
- W5.5 Reduce the use of pesticides and herbicides by growing native & adapted plants



Action List

E Energy & Mobility

E1 Action Set: Residential Energy Efficiency

- E1.1 Voluntary energy use reduction programs for existing and new homes
- E1.2 Continue voluntary energy audits
- E1.3 Explore energy efficiency loan and community grant programs for Cedar Falls residents
- E1.4 Coordinate energy efficiency programs with neighborhood revitalization efforts and community development block grants
- E1.5 Continue with Cedar Falls Utilities efficiency programs

E2 Action Set: Commercial & Industrial Energy Efficiency

- E2.1 Voluntary energy use reduction for existing and new commercial and industrial buildings
- E2.2 Execute energy efficiency actions for existing city and public facilities
- E2.3 Continue voluntary commercial building energy audits and energy modeling
- E2.4 Continue voluntary energy audits for industrial facilities
- E2.5 Support on-site renewable energy on existing and new public and private facilities
- E2.6 Continue support for the installation and connection of renewable generation systems to CFU's electric grid

E3 Action Set: Lower-Polluting Carbon Neutral Energy & Conservation

- E3.1 Community-wide pollution and carbon reductions from electricity use - carbon neutral by 2050
- E3.2 Support customer owned renewable resources
- E3.3 Evaluate increased market energy purchases to take advantage of Iowa's growing renewable resources
- E3.4 Evaluate low-emission, renewable generation supply and transmission options both locally and regionally
- E3.5 Continue to invest in the resiliency of Cedar Falls Utilities owned infrastructure



Action List

E Energy & Mobility *continued*

E4 Action Set: Lower-Polluting Carbon Neutral Heating Energy

- E4.1 Community-wide pollution and carbon reductions from Cedar Falls Utilities provided electricity and natural gas
- E4.2 Pursue alternative natural gas options

E5 Action Set: Lower Polluting, Mobility Options

- E5.1 Incrementally convert City and Cedar Falls Utilities fleet to hybrid electric or electric vehicles
- E5.2 Promote voluntary use of hybrid electric and electric vehicles in the community (EV's)
- E5.3 Continue to support an EV charging station program
- E5.4 Continue to support electrification/low emission alternatives to ICE (Internal Combustion Engines)
- E5.5 Explore development of a local rideshare co-op or private program
- E5.6 Complete the bike trail and commuter routes in Cedar Falls - refer to the Bike-Pedestrian Plan

E6 Action Set: Landfill Waste Reduction and Diversion

- E6.1 Pursue incremental advancement towards Zero Waste by 2070
- E6.2 Encourage economic development of the local circular economy
- E6.3 Explore a voluntary curbside composting co-op operated by local farmer
- E6.4 Encourage a Consumer Campaign promoting voluntary plastic waste and waste use-reductions



Local Economics & Community

Local Economics & Community

Expanding the Local Economy & Jobs

Community participants in the resilience plan development collectively agreed on three top resilience issues:

- Supporting local business and jobs
- Attracting business talent with local amenities
- A diverse economy

These three issues create an interconnected system where it is hard to have any of them without all three. Cedar Falls is a prosperous community with a robust set of amenities that any city in America would be fortunate to have: a vibrant downtown, the arts and culture associated with University of Northern Iowa (UNI), fast broadband, a robust bike trails system, an eye towards environmental stewardship, access to nature, modest cost housing, a bikeable city, walkable neighborhoods, and an entrepreneurial spirit.

Cedar Falls has a lot of great amenities in place. However, the competition for new business talent, aspiring entrepreneurs, and innovators is steep. Maintaining a vibrant, amenities-rich, diversified local economy with good jobs requires constant investment.

In today's economic environment, most businesses are looking for more than a low-cost place to conduct their activities. They need a location that is itself prosperous and stable, and they are looking for a competent workforce. In short, they need a location that can attract the talent and employees that will make their business a success.

They are also looking for communities that can effectively balance the needs of the community at large so that it is a vibrant and lush place to live while meeting the needs of its individual businesses and individuals. Cedar Falls has a long and successful history of doing that, and it should continue to pursue that legacy.

Expanding Cedar Falls Amenities

Aside from offering the typical tax subsidies and promoting local businesses, a critical action that Cedar Falls can take to drive its local economy forward and attract business talent is to offer the kinds of amenities that companies and business talent are pursuing.

The fact that Cedar Falls already has a lot to offer means it has the potential to provide even more. In other words, Cedar Falls has the potential to be even more competitive in the region and nationally than it is today. This can be done while maintaining a desirable City for the current residents of Cedar Falls, and while creating local jobs and business in pursuit of attracting even more.

The amenities offered by the Cedar Falls community establish a robust platform and a rich set of opportunities for building forward into the future. They are all amenities important to the up-and-coming generations of business talent being pursued. While Downtown, UNI, and fast broadband are all being tended to, there are opportunities available that could be leveraged.

For example, local wind power, access to biomass, and local control of municipal utilities have Cedar Falls poised to be a national leader in low-carbon renewable energy. Clean energy can be a solid signal to up-and-coming business talent who take pollution and environmental issues very seriously as a group. The rich agricultural lands and availability of water are resources that will be of very high value as the weather across North America increasingly becomes hotter, dryer, and more extreme on the coasts making Cedar Falls a great place to locate.

Local Economics & Community

Figure 7. New Mixed-Use Neighborhoods

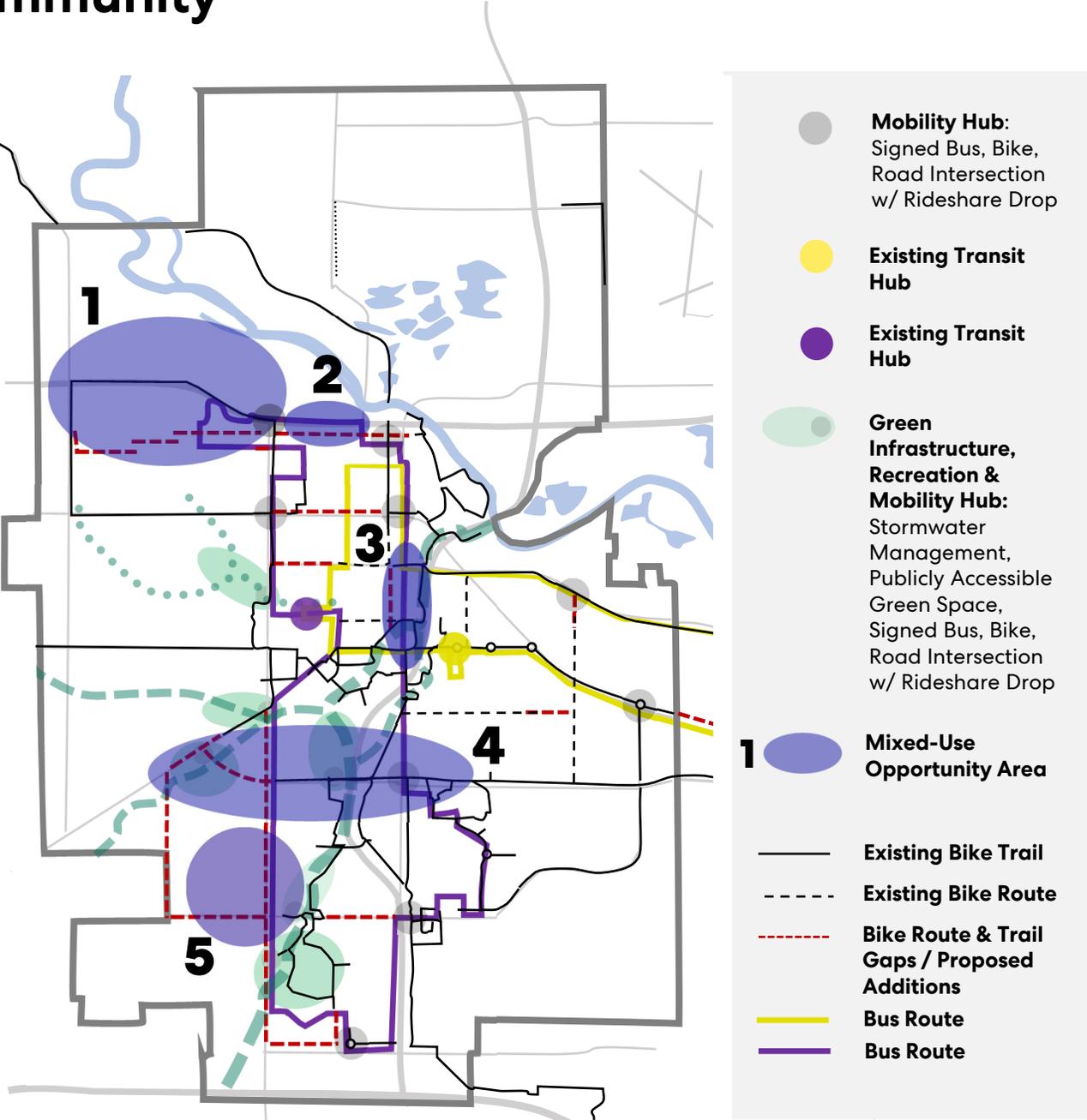
A significant opportunity for creating more high-value amenities attractive to business talent is in mixed-use neighborhoods. Generating more mixed-use neighborhoods with all the basics nearby would be a strong draw to business talent.

Bikeable/walkable neighborhoods with modestly priced 'missing middle' housing, a local grocery with healthy food, a pharmacy, bank, hardware store, entertainment, and employers are high-value amenities for attracting business talent. Working in the neighborhood within a 1/2 mile of your residence or within three miles by bike is a valued amenity.

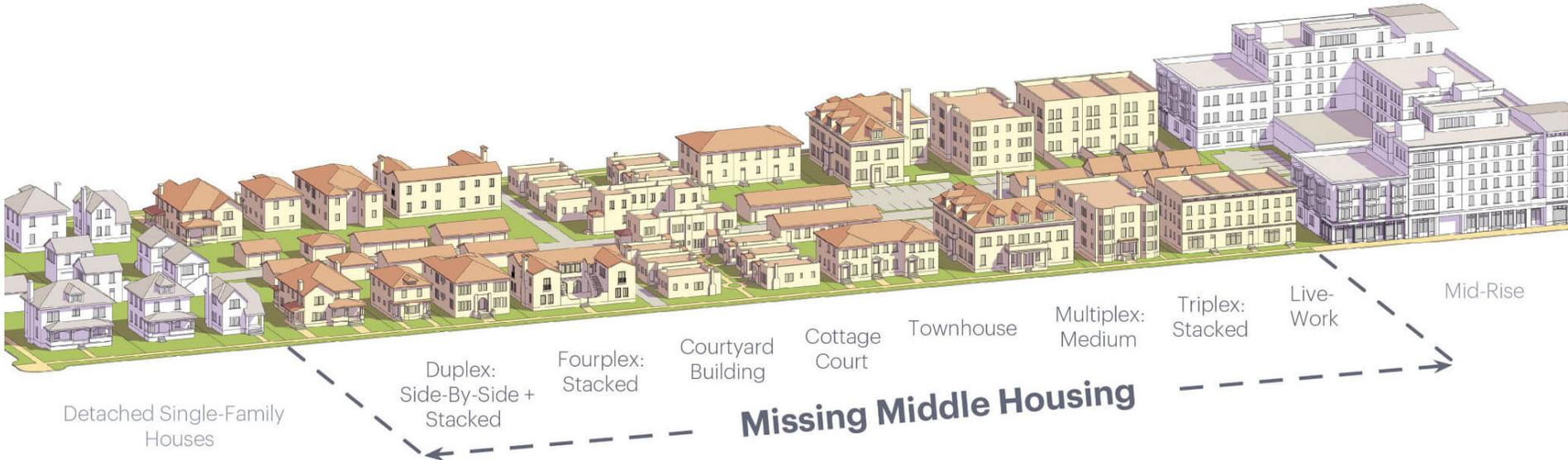
There are at least five opportunities to create these types of mixed-use neighborhoods in Cedar Falls without disrupting local neighborhoods.

Areas #1, #2, #4 and #5 are currently mixed use and should be further promoted.

Area #3 Main Street has been re-envisioned going from four lanes to a three-lane corridor with bike lanes and wider sidewalks.



Local Economics & Community



Missing Middle Housing concept created by Opticos Design, Inc.
 For more info visit www.missingmiddlehousing.com
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Figure 8. Missing Middle Housing

The term “Missing Middle Housing,” is a transformative concept that highlights a time-proven and time-honored way to provide housing and more housing choices in resilient, walkable places.

Missing Middle Housing: House-scale buildings with multiple units in bikeable walkable neighborhoods

These building types, such as duplexes, fourplexes, cottage courts, and courtyard buildings, provide diverse housing options and support locally-serving retail and mobility options. They are called “Missing” because they have typically not been built due to zoning laws since the mid-1940s and these are called “Middle” because they sit in the middle of a spectrum between detached single-family homes and mid to high-rise apartment buildings in terms of form, scale, number of units, and often, cost. In the diagram above, the Missing Middle types are shown in yellow showing many housing options in between the single-family homes and higher intensity apartment buildings shown in white.

Adapted from Opticos Design founder Daniel Parolek.

Local Economics & Community

Figure 9. Blue-green Corridors

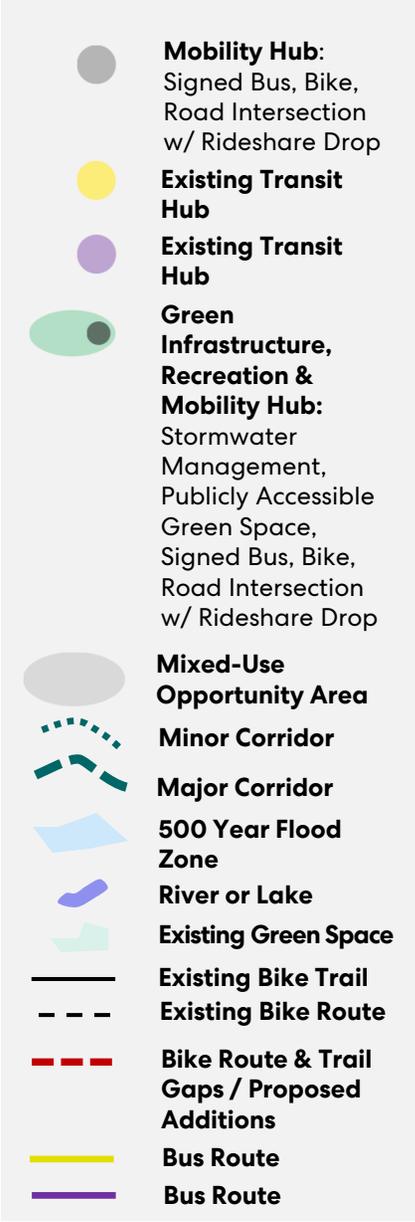
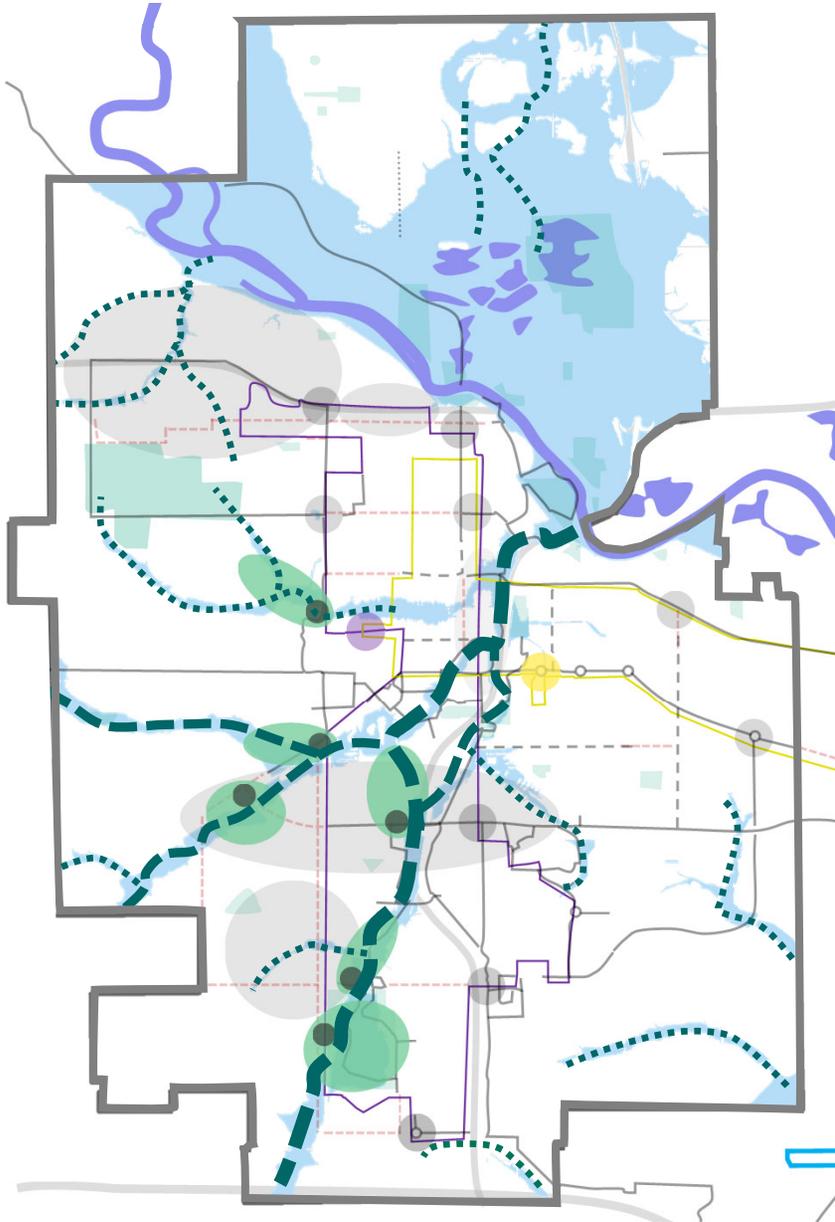
For the purpose of this plan, a Blue-green Corridor is defined as “privately or publicly owned corridors of open space which often follow natural land or water features which are primarily managed to protect and enhance natural resources, provide recreation and mobility.”

Refer to the City of Cedar Falls Environmentally Sensitive Lands Survey and Comprehensive Plan for additional recommendations on greenway Corridors and natural areas.

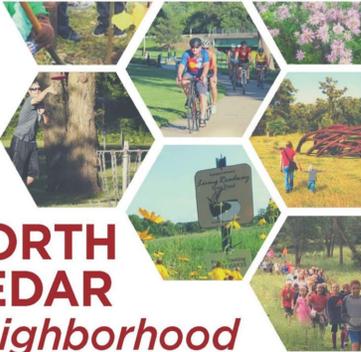
The bikeable/ walkable mixed-use neighborhoods with modestly priced housing and essential amenities close at hand can be made genuinely robust with Blue-green Corridors that offer quick and easy access to nature, recreational biking, and relaxation. The Corridors can support Cedar Fall’s Bird Friendly designation, the 9th in the state.

It is becoming evident that extreme weather events are a new norm and will most likely become even worse in the future. Safety from the ravages of extreme weather will be increasingly critical.

Blue-green Corridors provide an opportunity to effectively manage extreme rain and localized flash flooding by expanding the use of green-infrastructure while providing habitat for birds, endangered pollinators, access to nature, and recreation. Managing the extreme rain events where Cedar Falls is at



Local Economics & Community



NORTH CEDAR Neighborhood

The **historic and beautiful** North Cedar Neighborhood is as much a destination as it is a neighborhood. **We live here, we work here, and we play here.** With your help, we can make sure ALL Cedar Falls Citizens and visitors feel welcome.

If you are looking for a new place to call home or to set up shop, look no further than North Cedar. Once you get a taste of what life in North Cedar is like, you will understand the **passion for the community** the neighborhood has.

We want our neighborhood to continue to be an **attractive, vibrant part of Cedar Falls.** We want to keep our neighborhood school thriving. We want to make sure we stay on the map. In 2016, planning began for the **Center Street Corridor Improvements.** In 2017, there was a public information meeting which proved to be a very exciting opportunity for North Cedar. We are ready...**in 2022 the project will finally begin!**

What will we see and how will it feel?

- Establish a sense of place for all to enjoy
- Add beautiful and inviting landscaping
- Slow speeds and make them safer for school children and the neighborhood

What are the framework plan elements with the 2022 project?

- Curb and gutter
- Brick pavers (selected locations)
- Bioswales
- Trees
- Gravel removed
- Sidewalk and driveway replacements (east side)
- Amenities (provided fundraising is successful):
 - Decorative lights
 - Hubs (Benches, bike rack, trash receptacles)



What is the total Project Costs?

Base Project	\$1,420,000
Standard Lighting	\$170,000
Amenities	\$160,000
Fundraising request:	\$54,730 (3.13% of total project)



Existing Green Avenue

Proposed Streetscape at Green Avenue

Figure 10: Center Street Corridor Improvement Project

The Center Street Corridor Improvement Project, as describe in the flyer on the left, is a project that incorporates elements of a blue-green corridor to increase the vibrancy of Center Street as a corridor for the North Cedar Neighborhood and the community.

Blue-green corridors integrate the infrastructure needs of a community within a more natural environment. Blue-green corridors provide infrastructure supporting all modes of transportation; pedestrian, biking, and automobiles. Blue-green corridors support plant, bird, and insect populations while managing the runoff from paved surfaces. In addition, the use of Blue-green infrastructure can be a cost effective solution for managing storm water by eliminating some or all of the underground sewer network. Blue-green infrastructure has maintenance costs, but the maintenance is typically less than the cost associated with gray infrastructure.

The Center Street Corridor Improvement Project is occurring in two phases. A multi-use trail along the west side of Center Street from Cottage Row Road north to Lone Tree Road was completed in 2019. It completed a loop connecting the neighborhood to Downtown and Black Hawk Park. The second phase is slated for 2022 adding bioswales and amenities. Curbs will be added from Thomas Street south to Western Avenue. Sidewalks will be added, where missing, along the east side of Center Street in that area that continues connecting the surrounding neighborhood to the trail, which will improve pedestrian connectivity to the trail.

The project will incorporate trees and native plants in a roadside swale to provide a natural system to manage, filter, and absorb some of the run-off from Center Street. The project will also improve the aesthetics of the street corridor by adding trees and plants to the streetscape.

Local Economics & Community

Blue-Green Corridors *Continued*

risk of localized flash flooding is important for public safety and economic prosperity. Business talent and owners seek stability, along with opportunity when shopping for their hometown. See the Weather & Nature category for more information on Blue-green Corridors and flash flooding risks.

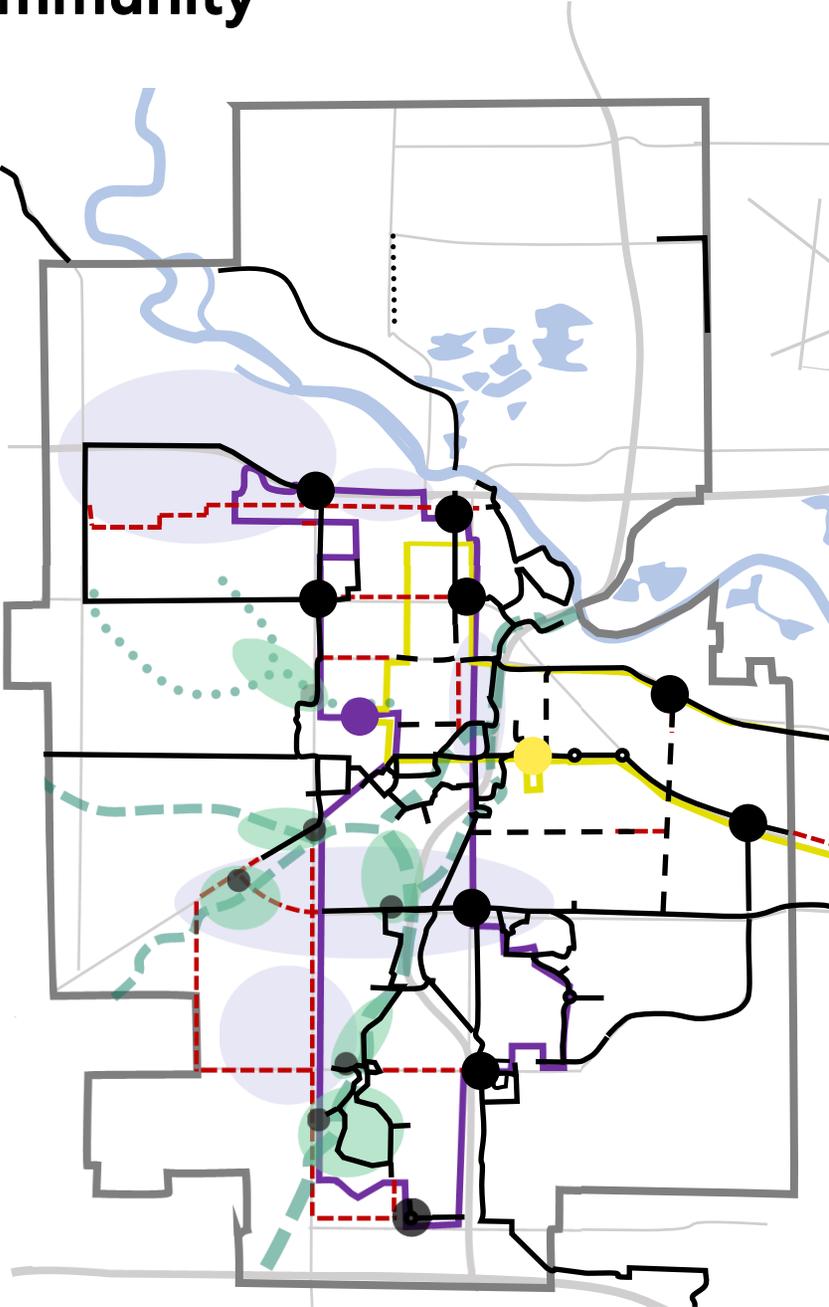
Figure 11. Bikeable/Walkable Communities

Bikeable, walkable communities are high-value amenities for attracting up and coming business talent. Walkability and bikeability also ranked high on the list of requests during the resilience planning process, coming in 4th on the list of plan priorities, just after a diversified economy.

Bikeable, walkable amenities go beyond sidewalks to include safety, comfort and aesthetic features such as:

- Painted crosswalks, bike lanes and bike racks.
- Reduced vehicle speed.
- Traffic calming using narrower streets or intersections.
- Trees for aesthetics and shade.
- Multiple businesses and services that are closely spaced, connected with sidewalks, and located near individual neighborhoods.

The existing bike trail system and the Bike Pedestrian Plan can create the backbone of a more robust and reliable mobility option for



- Mobility Hub:**
Signed Bus, Bike, Road Intersection w/ Rideshare Drop
- Existing Transit Hub**
- Existing Transit Hub**
- Green Infrastructure, Recreation & Mobility Hub:**
Stormwater Management, Publicly Accessible Green Space, Signed Bus, Bike, Road Intersection w/ Rideshare Drop
- Mixed-Use Opportunity Area**
- Existing Bike Trail**
- Existing Bike Route**
- Bike Route & Trail Gaps / Proposed Additions**
- Bus Route**
- Bus Route**

Local Economics & Community

commuting much of the year. The system would include major elements such as:

- A complete commuter bike route and trail system eliminating dead ends or gaps.
- A privately owned hybrid vehicle rideshare system/co-op with commuter bike racks
- The existing bus routes with bike carriers

Resilient Technologies and Local Economics

Everything in the plan can contribute directly to local jobs and the local economy. All of the actions are good for business and the local economy. For example, wind turbine mechanic is the fastest-growing job in the U.S. Solar power installer is not far behind. Making the Cedar Falls electric grid a state of the art, resilient, and carbon neutral power grid can provide quality, local jobs and increased skills that can be exported around the region. This can be an innovation engine and magnet for resilient technology start-ups. Renewable energy and micro-grids are discussed further in the Energy & Mobility Category.

Renewable electricity is now the cheapest way to generate electricity. By expanding the use of renewable energy, Cedar Falls Utilities can continue to offer low-cost energy for residents and commercial customers. This is particularly important for attracting electricity-intensive industries. Unlike fossil fuels in Iowa, renewable electricity can be locally generated and the equipment can be locally maintained by people in Cedar Falls and the region. Renewable energy jobs frequently offer a living/family-wage.

Green infrastructure for managing stormwater can be more cost-efficient to build than grey infrastructure and it can be cheaper to maintain, but it does require ongoing maintenance. It can provide steady jobs along with natural beauty and essential bird and pollinator habitat while reducing the ravages of torrential rain on the city and its neighborhoods.

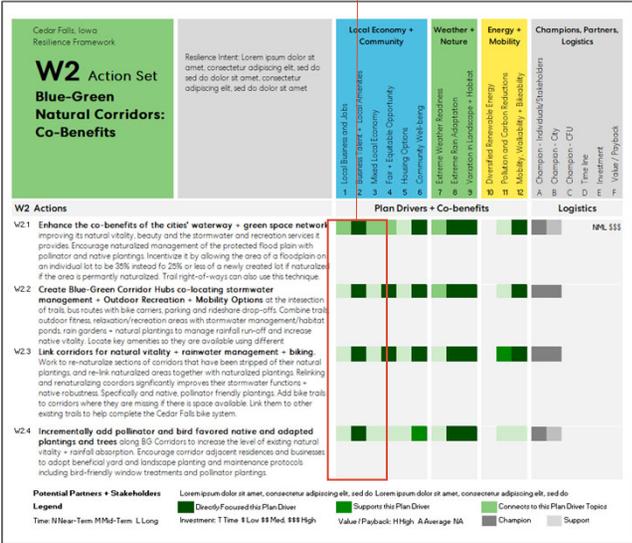
The Weather & Nature and Energy & Mobility categories are filled with local job and business opportunities, from the construction of energy-efficient homes and green infrastructure to repairing wind turbines and bikes, to selling electric vehicles, for example.

The voluntary use of hybrid and electric vehicles can have a positive impact on the local economy and job opportunities of Cedar Falls through the use of regionally produced and distributed wind and solar-generated electricity, sold through Cedar Falls Utilities instead of petroleum produced and imported from other regions of North America and beyond.

Local Business, Jobs and a Locally Diversified Economy

All three Resilience Plan Categories including Water & Nature and Energy & Mobility support the top three plan drivers focused on jobs and the local economy.

Look at the Action Set charts in all three Resilience Plan categories to identify actions that support local business, attract business talent and support a diversified local economy





Weather & Nature

Weather & Nature

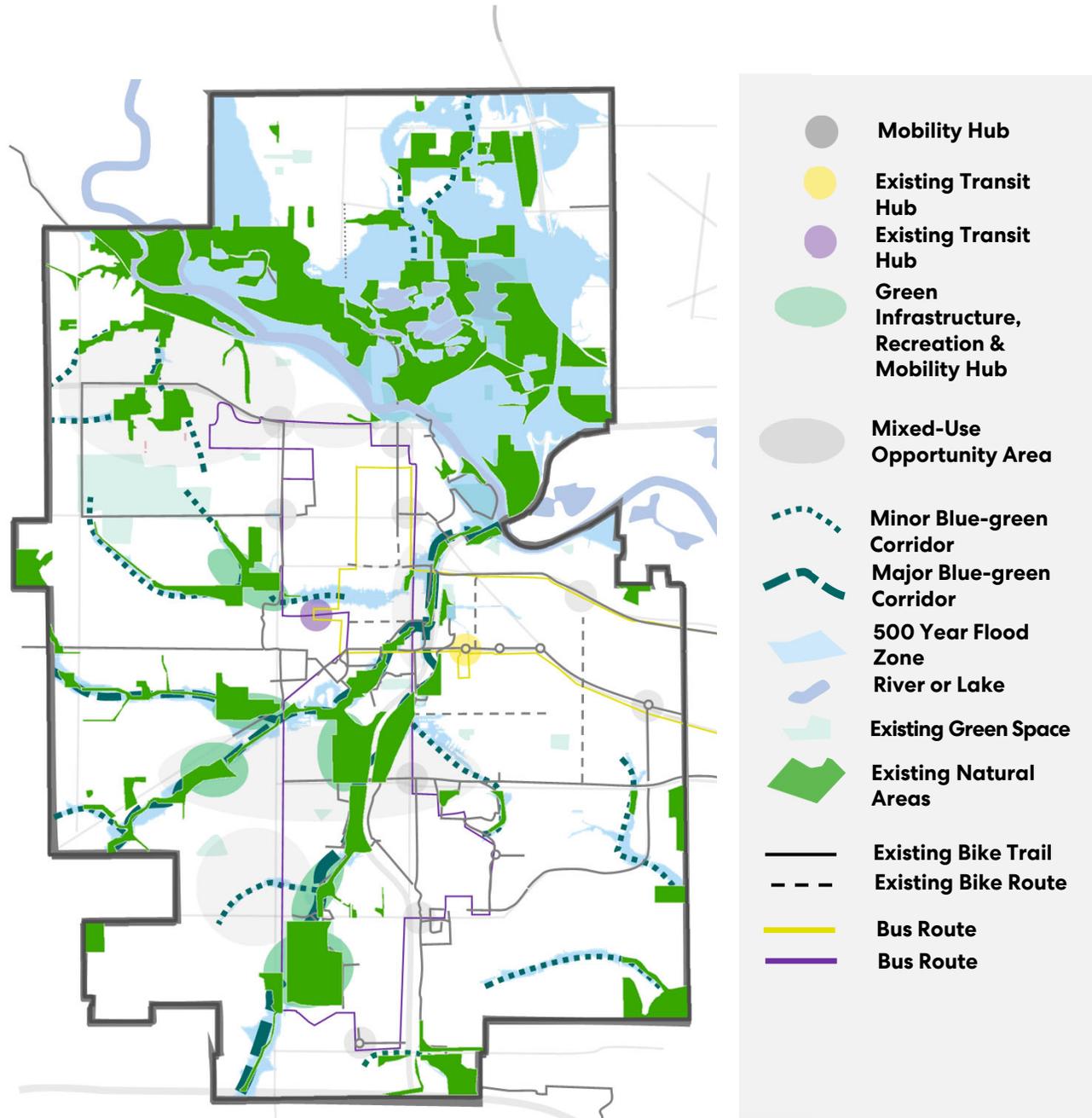
Figure 12.
An Abundance of Natural Amenities

Cedar Falls has a bounty of natural resources and amenities that are both public and private. George Wyth State Park is a notable public amenity across the Cedar River east of downtown. The Cedar River and the network of green spaces along its streams and tributaries are also significant amenities that are comprised of both public and private land.

Public amenities begin to offer excellent, immediate natural outdoor opportunities just outside Cedar Falls residents' door. They are high-value amenities for attracting talent, regionally and nationally, which is high on the list of priorities for Resilience Plan participants. Private land-owners can be encouraged to voluntarily implement land-management practices that support the vitality of the corridors. See the Action Sets and recommendations included throughout the Plan for more information.

The Opportunity of Blue-green Corridors

The streams and tributaries of the Cedar River offer substantial opportunities for multi-functional adaptation. They can be extended, improving their network to provide added recreation, bike commuting, and natural areas while managing stormwater from future



Weather & Nature

Blue-green Corridors *continued*

development and rain events resulting from the shift in weather.

There are excellent opportunities available for continuing the work on the bike route system. Eliminating dead ends, filling short gaps, expanding wayfinding and using the City’s low-volume grided street pattern will make the bike system to be more effective for commuting. Enhancing the bike route system can be coupled with a locally operated hybrid vehicle rideshare system equipped with commuter bike racks. Combined with the bike carriers on the bus system, this could make bike commuting much more feasible and reliable in Cedar Falls.

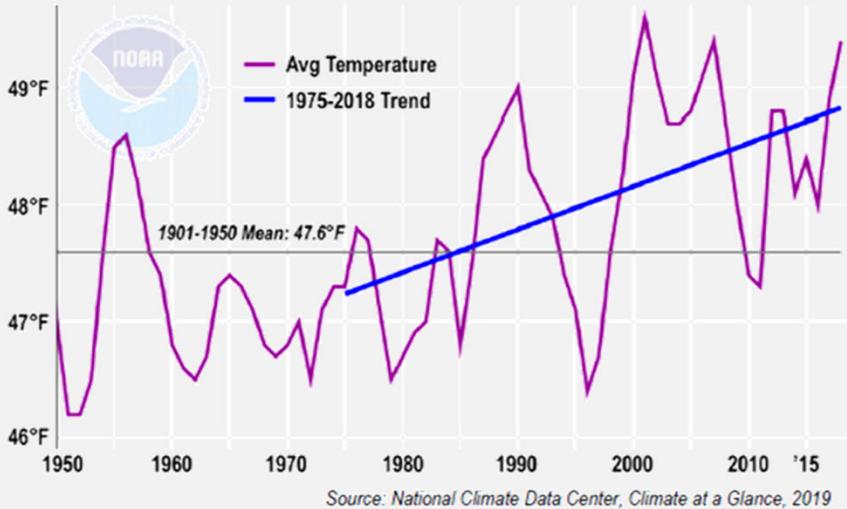
Along with containing some of the city’s existing bike trails, Blue-green corridors can intersect with other bike trails, the bus system, and city streets. These intersections offer an opportunity to co-locate amenities: Green stormwater infrastructure, recreation, and mobility options.

The land area surrounding the Blue-green corridors typically falls within the regulated, undevelopable floodplain and can offer space for trails and naturalization if they are not already natural. Many areas already have trails. Trail or conservation easements can be swapped for development privileges, allowing a more significant percentage of newly platted but not developable lot area to be in the floodplain (if the area is designated a permanent natural area).

Existing natural areas can potentially be enriched with native and adapted species to increase the variation in plants and reduce the need for pesticides which can protect pollinators and wildlife. These areas can also provide excellent habitat for pollinators. One of the best pollinators in North America and a native of Iowa is the Rusty Patched bumble bee. The Rusty Patched is on the endangered list and most of its remaining habitat is in urban areas. Pollinators are an essential part of the food and agriculture system providing irreplaceable and high-value services worth billions of dollars.

Figure 13. Iowa Temperatures are Increasing

Figure 1. Temperatures in Iowa are already increasing
Iowa, Average Temperature, 48-Month Period Ending in December



The weather is warming in Iowa and all indications are it will continue to do so. See the ‘Energy & Mobility’ category for more information on warming weather trends. The warming trend effects the moisture quantities in the air influencing both rainfall amounts and wind speeds during storms. Wind speeds such as those in the 2020 Derecho are accelerated by increased atmospheric energy contained in more moist air. The more moisture, the more energy.

Weather & Nature

The Risk of Flooding

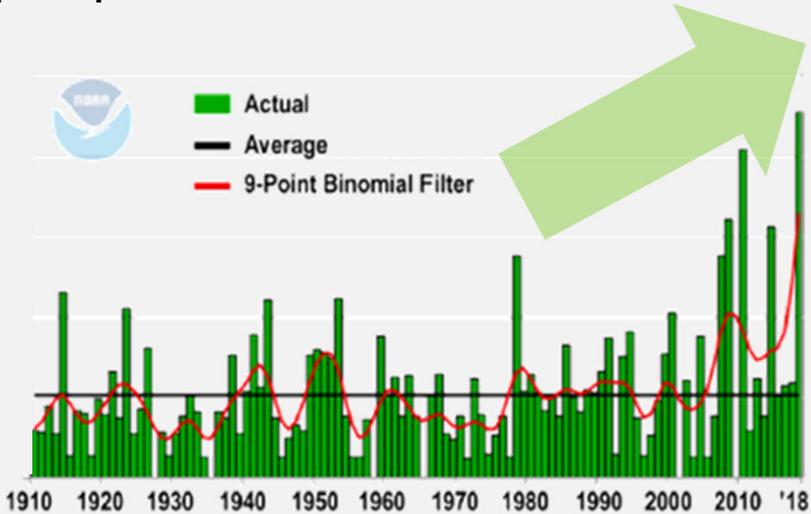
The City of Cedar Falls has done an outstanding job of managing riverine flooding of the Cedar River and its tributaries. The City regulates riverine flooding in the 500-year (0.2% annual chance) floodplain, which is a wise and prudent choice. Building floor elevations are tied to the 500-year flood event and development is limited in the flood plain. The City also has an active buyout program to mitigate property owners' costs to move homes and businesses out of harm's way, and for setting aside land for the floodplain storage as well.

Unfortunately, torrential rain events are now becoming more and more prevalent. This change in rain patterns is causing extreme, localized flash flooding across the region (see Figure 14). Flash flooding is a rapid influx of water in low-lying areas, channels, streams, streets, roads, yards and other locations. Noticeable volumes of water can collect in places not normally thought of as being at risk. It can be pools of water but is often moving or dangerously fast moving.

Newer design criteria (NOAA Atlas 14) include more recent rainfall data showing that the depth of rainfall for a given yearly occurrence is greater than previous 20th-century data (TP-40). Future uncertainty exists. The design and engineering criteria for rainfall may increase further in the future when new years of data are incorporated (for example, mid-century projections indicating Atlas 14 may be under-representing the potential for the frequency and magnitude of extreme storms)

Localized "urban" flash flooding is expected to continue and the City as a whole will need to adapt. Some areas of the City lack storm water pipes and rely on the streets to drain it away the rainfall. In other cases, the system was designed under different precipitation conditions than are present today. The capacity of the current stormwater system will need to be incrementally increased over time.

Figure 14. Upper-Midwest One-Day Extremes, April-September



Source: National Climate Data Center, Climate Extremes Index, 2019

The Upper-Midwest has experienced a 42% increase in the amount of rain during major rain events over the past 40 years

The weather has been measurably warming in Cedar Falls and Iowa (see Figure 13). As a result of the warming, the air holds more moisture and the Jet Stream has slowed. As a result, major rain events are larger than in the past and sometimes slower to move on. Over the past 40 years there has been a 42% increase in the amount of measured rain falling during days ranking in the upper 1% of annual precipitation events.

Major rain events are likely to become even more extreme as temperatures continue to rise (see Figure 13 and 14). Existing stormwater systems are designed to manage rainfall quantities from the past, not the new rainfall amounts being recorded today or anticipated in the future. Stormwater management is an important issue now and into the future for Cedar Falls.

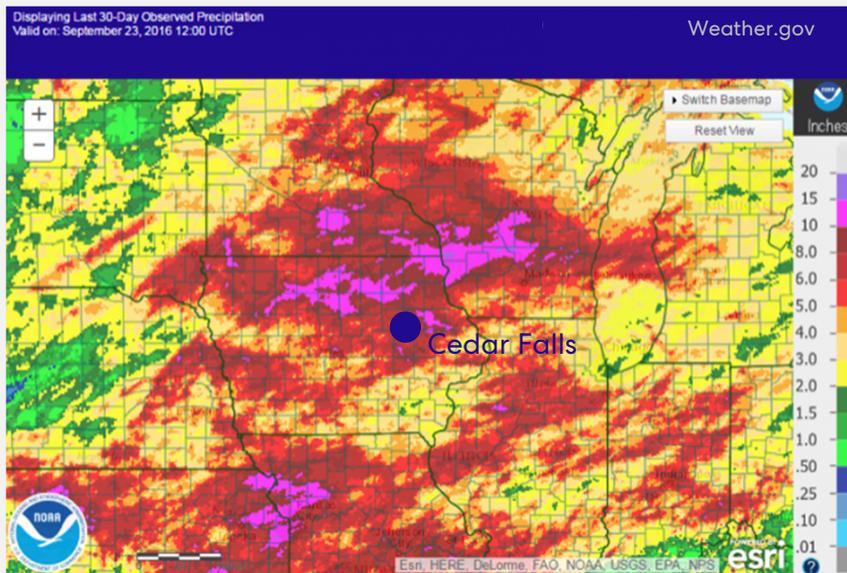
Weather & Nature

Risk of Flooding *continued*

The City is conducting drainage basin studies and will be using that to systematically make improvements. The City has been making these improvements as roads, and other infrastructure is reconstructed. That work should continue, and the effort should be expanded using both green and conventional stormwater infrastructure.

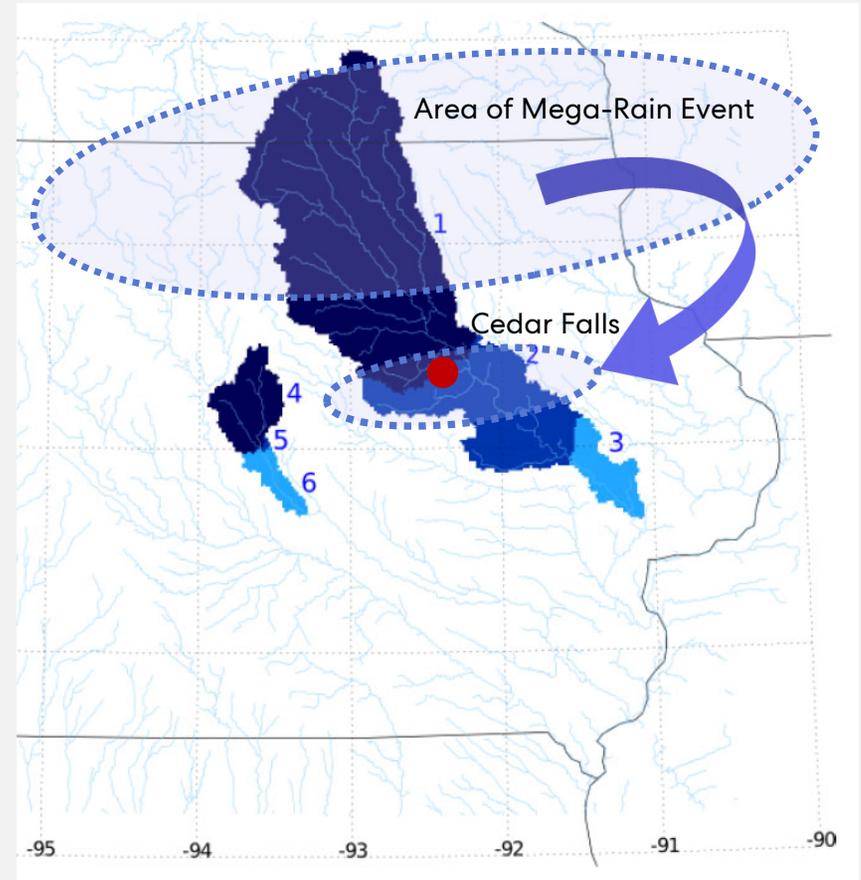
Extreme Storms & Urban Flash Flooding Risk

Figure 15. 2016 Mega-Rain



Heavy Rainfall in Late September 2016 deluged parts of the Upper Midwest, including Northern Iowa where 5-15 inches of rain fell over several weeks. The primary rain event missed Cedar Falls.

Figure 16. 2016 Primary Mega-Rain Event missed Cedar Falls



If the 2016 primary mega-rain event was centered over Cedar Falls and the local watershed, localized urban flash flooding would have been a likely result.

Weather & Nature

	Technical Paper 40 (TP-40) ⁴ (Cedar Falls)	Bulletin 71C Rainfall Midwest ³ (Cedar Falls)	NOAA Atlas-14 ² (Cedar Falls)	NOAA Atlas-14 ² (Cedar Falls)	NOAA Atlas-14 ² (Cedar Falls)	Northeast IA September, 2016 Rainfall	Mid-Century Dakota County, MN ¹
Period of Record	1940-1958	1948 - 1992	1980 - 2010	1980 - 2010	1980 - 2010	(Actual)	Projection
			90-Percent Confidence Limit		90-Percent Confidence Limit		
Event Recurrence		inches rainfall	inches rainfall (low-end)	inches rainfall (avg)	inches rainfall (high-end)		
1-year X 24-hour			2.36	2.64	3.01		
2-year X 24-hour		2.9	2.74	3.06	3.49		
10-year X 24-hour		4.2	3.99	4.5	5.15		
100-year X 24-hour	6.3	6.5	6.02	7.33	9.03		8.81 (2050's)
500-year X 24-hour			7.46	9.78	12.6	10.00 - 12.00	
1000-year X 24-hour			8.11	10.9	14.2		

Sources: 1 Future Design Storm Values for Inver Grove Heights, Minnesota. Description of Extreme Rainfall Projection Methodology & Results. Risk Sciences International. 2019.

2 Atlas 14: Precipitation-Frequency Atlas of the United States, Volume 8. 2013.

3 Huff, Floyd A., and James R. Angel. Rainfall Frequency Atlas of the Midwest. Illinois State Water Survey, Champaign, Bulletin 71, 1992.

4 Hershfield. Technical Paper 40 (TP-40). U.S. Weather Bureau. 1961.

Figure 17. Cedar Falls, IA Design and Engineering Criteria for Rainfall Events

Newer design and engineering criteria (NOAA Atlas 14) includes more recent rainfall data. The data indicates that the depth of rainfall for a given yearly occurrence is greater than previous 20th-century data (TP-40). Extreme, mega-rains are becoming more common. As an example: The same area in Minnesota along the northern Iowa border experienced three 1,000-year rain events in less than 10 years – Faribault County: 10 Inches in 36 hours; the Town of Hokah: 15 inches in 24 hours; Amboy: more than 10 inches in two days.¹ What were previously 1,000-year rain events are statistically no longer 1,000-year events because three events have occurred back-to-back.

Future uncertainty exists. The design criteria for rainfall data may increase further in the future when new years of data are incorporated (for example, mid-century projections indicating Atlas 14 may be under-representing the potential for the frequency and magnitude of extreme storms). Emergency planning and design for extreme rain events based on what was previously considered the 500-year or 1,000-year event is now a prudent choice.

¹MPR News: <http://bit.ly/MPR-News-Rain> ²Minnesota DNR: https://www.dnr.state.mn.us/climate/summaries_and_publications/mega_rain_events.html

Weather & Nature

Figure 18. Cedar Falls Stormwater Planning & Design Criteria

Stormwater Management	Current Practice (Existing Default)	Enhanced Resilience Practice
Water Quantity & Quality (1.25-inch rainfall)	<p>City Code¹ Sec 24-339 (c)(2)(a) "...Rainfall events, up to and including 1.25 inches of rain, shall be released at a continuous rate over 24 hours or provide an adequate maintenance and repair agreement to manage this level of rainfall event off site.</p> <p>Iowa Storm Water Management Manual: 1.25-inch rainfall 95th percentile cumulative occurrence frequency.</p>	<p>Enhanced Design Criteria: Capture and retain 1.25 inches of runoff from impervious surfaces for volume control using a Low Impact Development (LID) approach; rate and volume of predevelopment stormwater reaching receiving waters to be unchanged. Refer to Middle Cedar River Model Stormwater Ordinance, (6) Stormwater Volume Reduction Performance Standards. February 2020 Middle Cedar Watershed Management Plan, Appendix H.</p>
Peak Flow Attenuation (100-year x 24-hour rainfall)	<p>City Code¹ Sec 24-339 (c)(2)(b) "...All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the two-year frequency rainfall event on the site as it existed in its natural, undeveloped state."</p> <p>Iowa Storm Water Management Manual: Atlas 14, 100-year x 24-hour, 50-percentile mean rainfall of: 7.5 inches</p>	<p>Enhanced Design Criteria: Rain events shall be managed on-site, or developers may provide district level management supporting multiple properties. All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the two-year frequency rainfall event on the site as it existed in its natural, undeveloped state."</p> <p>For 100-year rainfall, assume Atlas 14, 100-year x 24-hour, 95-percentile mean rainfall of: 9.0 inches: (10% to 20% increase in infrastructure capacity)</p>

¹ Cedar Falls, IA Code of Ordinances Chapter 24, Article VI Post-Construction Stormwater Control

Figure 19. Cedar Falls Extreme Rain Emergency Planning & Design Criteria

Peak Flow Attenuation (Extreme Rain Events)	<p>Extreme rains are a relatively new phenomena. As result they are not currently addressed. Extreme rain events now have a history of occurring repeatedly in Iowa and Upper-Midwest. Establishing a practice approach to these events is now prudent</p> <p>Building infrastructure to fully manage the upper limits of extreme rain events may be cost prohibitive. Emergency management of these events would anticipate fully managing a known quantity of extreme rain while planning for some rain to inundate select streets and low-lying areas. These areas and flow paths leading to them would be designed to minimize damage due to inundation & scouring.</p>	<p>Enhanced Design Criteria: For all extreme rainfall events greater than 100-year rainfall assume the Atlas 14, 500-year x 24-hour, 95-percentile mean rainfall of: 12.6 inches: (40% to 75% increase in infrastructure capacity)</p> <p>Extreme rain events shall be emergency managed either on-site or off-site in regional storage and released at the rate of the two-year frequency rainfall event on the site or district as it existed in its natural, undeveloped state.</p> <p>Identify and set-aside area for future storage and management capacity up to a 1,000-year x 24 Hour, 95-percentile mean rainfall of: 14.2 Inches: (60% to 100% increase infrastructure capacity)</p>
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Weather & Nature

Figure 20. Stormwater and Extreme Rain Management

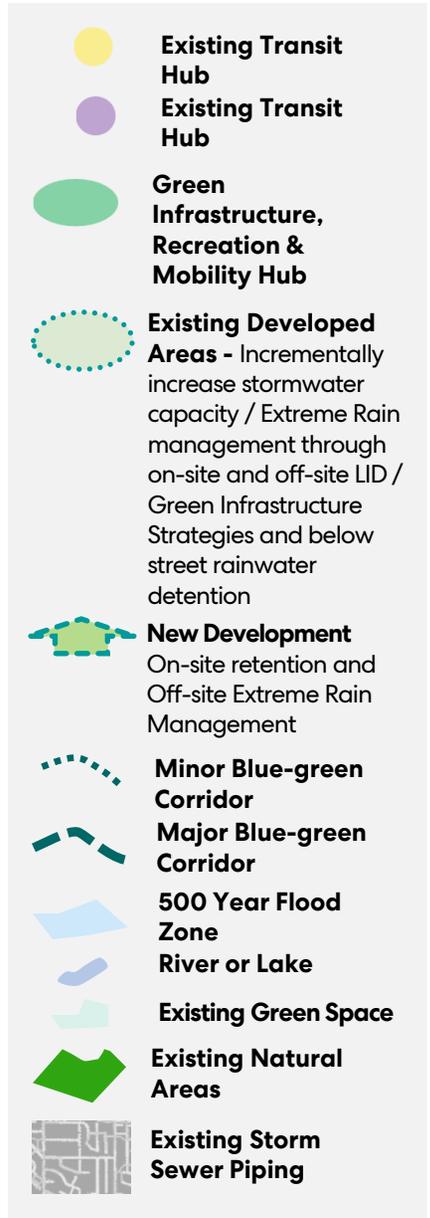
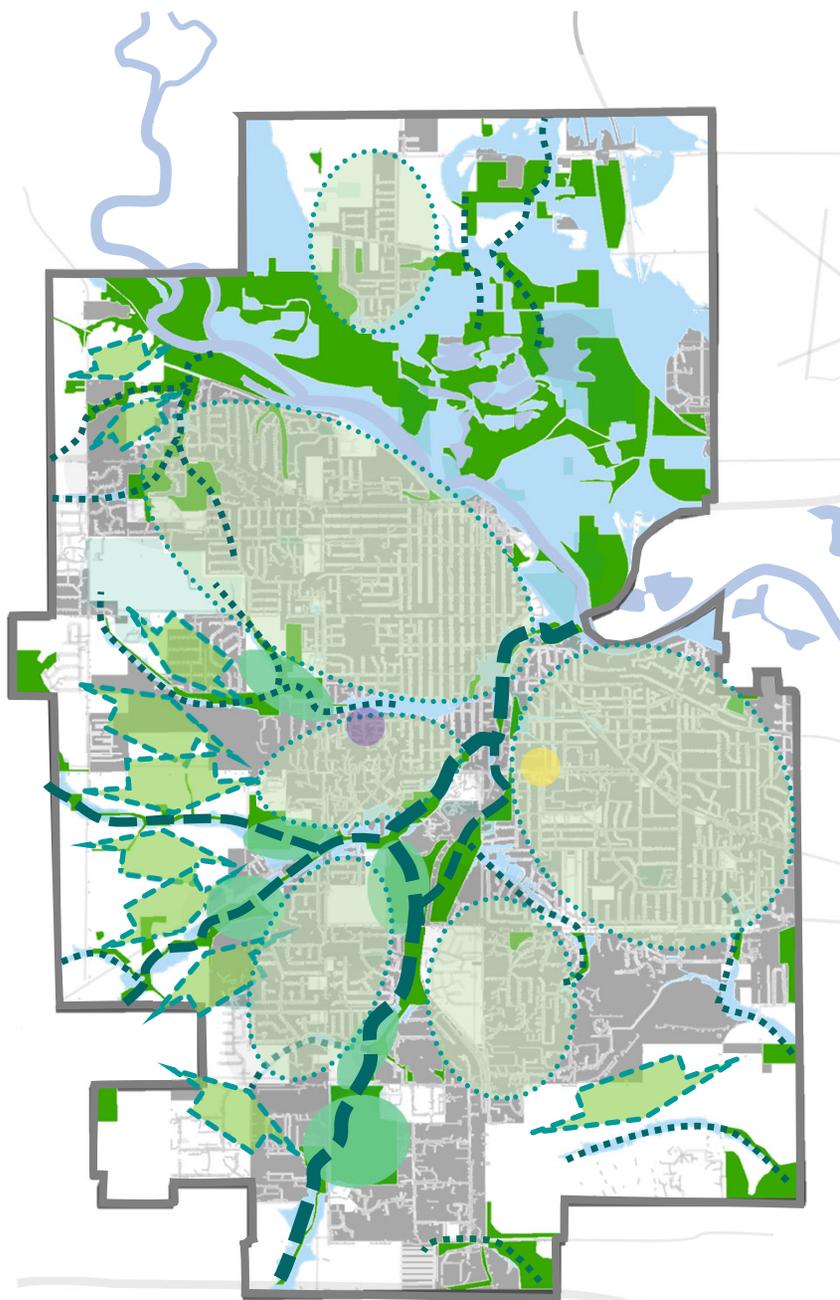
Where storm sewer network capacity limits how much extreme precipitation can be conveyed downstream, installing runoff storage at various points in the network can be beneficial to throttle flows and lessen the degree the sewer system is overwhelmed.

Upstream storage may be effective to lessen downstream tailwater constraining sewer outfall capacity.

Storage at branches of the network further downstream and within existing developed neighborhoods may be necessary to mitigate local problematic low areas where runoff from extreme precipitation falling on impervious surfaces is likely to collect. Mixing regional/district storage and distributed storage throughout sub-watersheds should be considered, focusing implementation where detailed stormwater modeling indicates the greatest peak flow attenuation benefits.

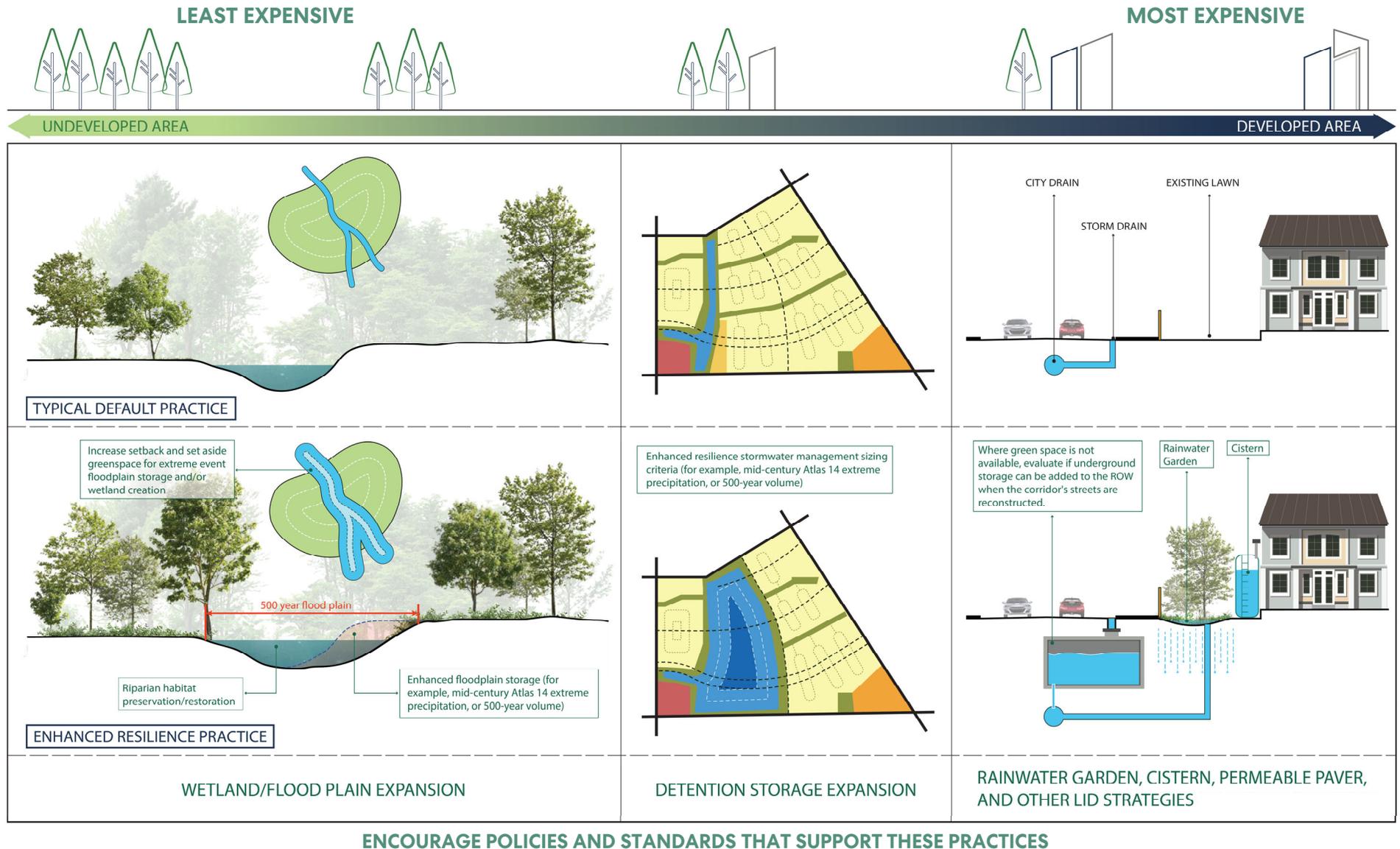
Focus on the use of Low Impact Development (LID)/Green Infrastructure both to reduce first costs and to take advantage of the natural co-benefits it can provide. Common construction costs of underground stormwater storage can exceed \$20/CF, compared to \$12-18/CF for distributed LID practices and \$5-8/CF for surface retention storage/green-infrastructure.

Refer to Figure 21. for LID/Green-infrastructure strategies.



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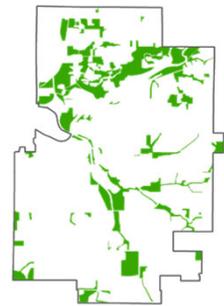
Figure 21. Distributed LID and Green-Infrastructure Rain Management Strategies



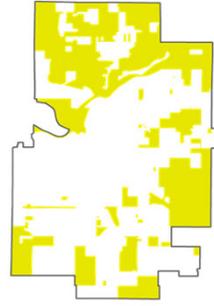
Weather & Nature

GIS Figure 22. GIS Toolbox for Site-Specific Resilience Assessments

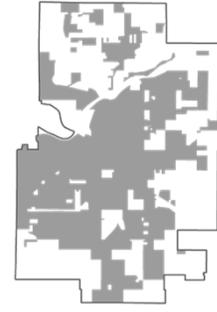
The plan development included gathering and integrating existing City, County and watershed GIS data into a single GIS Toolbox geodatabase. Information included, such as critical infrastructure locations, urban flash flood screening layer, and population vulnerability are intended to serve as a resource to evaluate site specific flood resilience issues. This information can serve as a screening tool for individual capital improvement projects, the overall capital improvement program or to inform a review of private-developer proposed projects. Understanding the context upstream and downstream of project sites can help frame project-specific opportunities for creating additional extreme precipitation flood storage, lower risk runoff overflow features and the necessary freeboard (overflow) to protect private and public property from damage due to flash flood stage on streets, green space and parking lots.



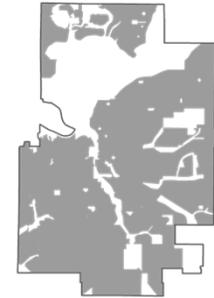
Existing Natural Areas



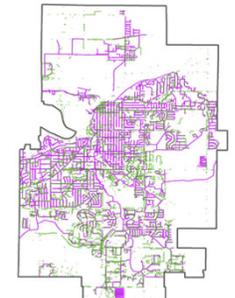
Existing Undeveloped



Existing Developed



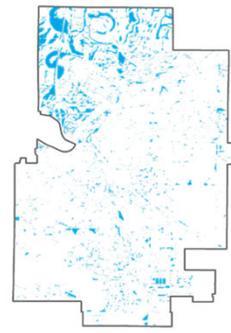
Future Developed



Existing Sewers



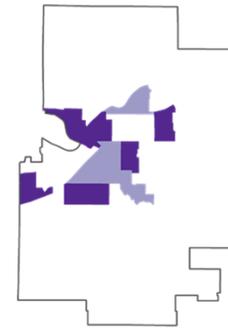
Existing Subwatersheds



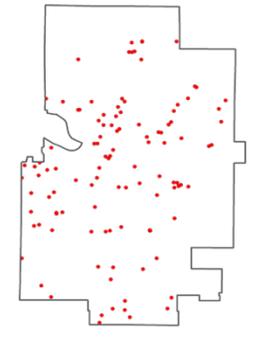
Extreme Rainfall Urban Flood Risk



Riverine Flooding



Most Vulnerable Populations



Critical Infrastructure

Examples of GIS Toolbox Data

The geodatabase developed during this Plan work is intended to serve as a screening tool for the City's use to prioritize urban flash flood risk reduction projects early in the formulation of individual projects, during plan review and during capital improvement planning

Weather & Nature

GIS Figure 23. Urban Flash Flooding

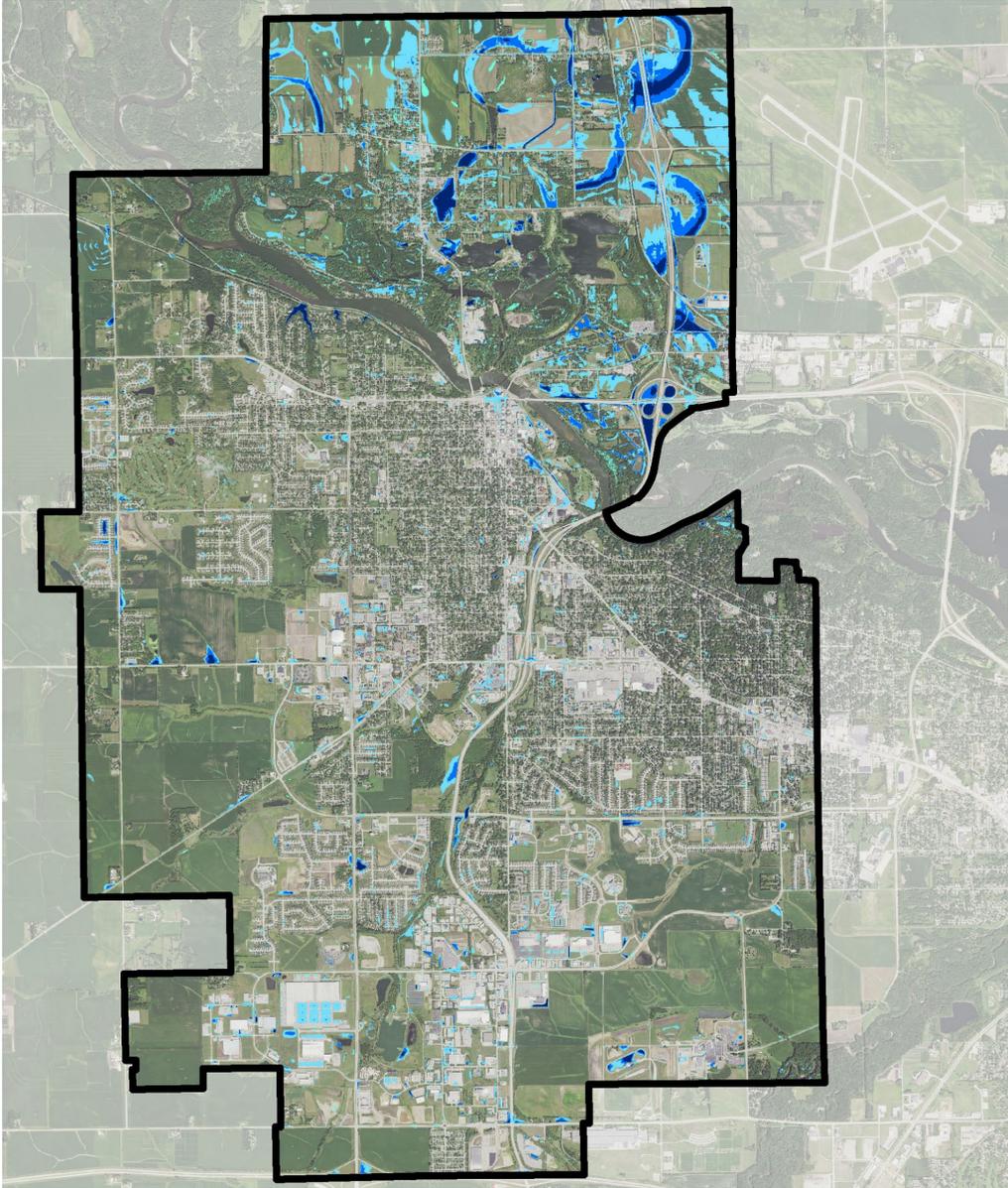
Extreme precipitation flood risk may damage assets and property that are not in mapped riverine floodplains.

When formulating capital improvement plans and private developments, the resiliency GIS datasets provided with this Plan can be used to screen areas for surface and basement flooding risk due to extreme precipitation that may overwhelm the existing storm sewer network's ability to convey water downstream.

Some low areas may have storm sewer networks that can become overwhelmed when the inches/hour intensity of extreme precipitation exceeds their design assumptions or when downstream basins and creek levels rise, creating tailwater that reduces the flow capacity of the sewer network. Combinations of these factors can cause storm sewers to back up, surcharge and create ponding on streets and in low areas. This may create safety risks to motorists and property risk to basements and buildings.

For future sanitary sewer system improvements, overlay the GIS-dataset layers for sanitary sewer structures/networks and urban flood risk with the drainage basin study to identify those structures with the highest priority need for mitigating inflow-and-infiltration (I&I) due to floodwater pooling over them.

City of Cedar Falls Resilience Plan

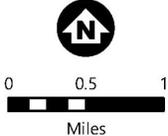


Potential flash flooding susceptibility, based on 2018 LiDAR data. This analysis identifies low-lying areas with no topographic outlets that are potentially susceptible to flooding. However, the analysis does not consider whether low-lying areas are drained by storm sewer and does not associate the flood potential with a specific amount of rainfall or recurrence interval.

 City Limits

Flash Flooding: Potential depth extreme rainfall may accumulate over the surface of low-lying areas

-  Standing Water Depth: <1 ft
-  Standing Water Depth: 0-2 ft
-  Standing Water Depth: 2-4 ft
-  Standing Water Depth: >4 ft

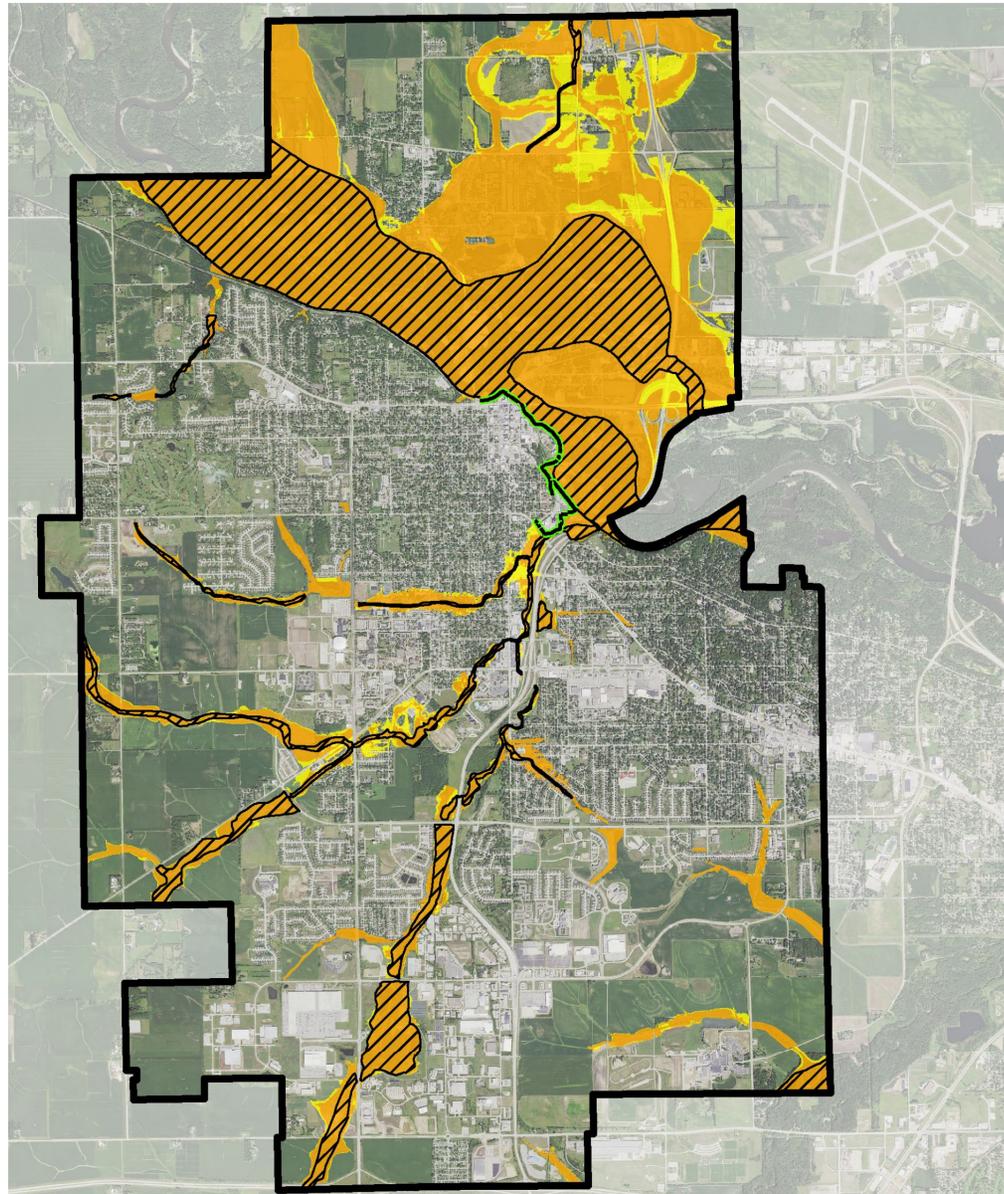


Weather & Nature

GIS Figure 24. Riverine Flooding

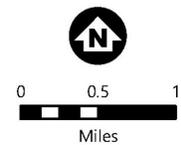
The City regulates riverine flooding for the 500-year (0.2% annual chance) flood plain, which is a wise and prudent choice.

Recognizing that extreme precipitation flood risk may damage assets and property that are not in mapped riverine floodplains, incrementally identifying and increasing runoff storage areas can help mitigate risk to unmapped areas.



Flooding susceptibility due to riverine flooding. Draft extents of Federal Emergency Management Agency (FEMA) floodplain mapping are shown in orange and yellow for 100-year and 500-year recurrence intervals. Areas identified as Floodway (the primary conveyance areas for a channel) are indicated by a black hatching.

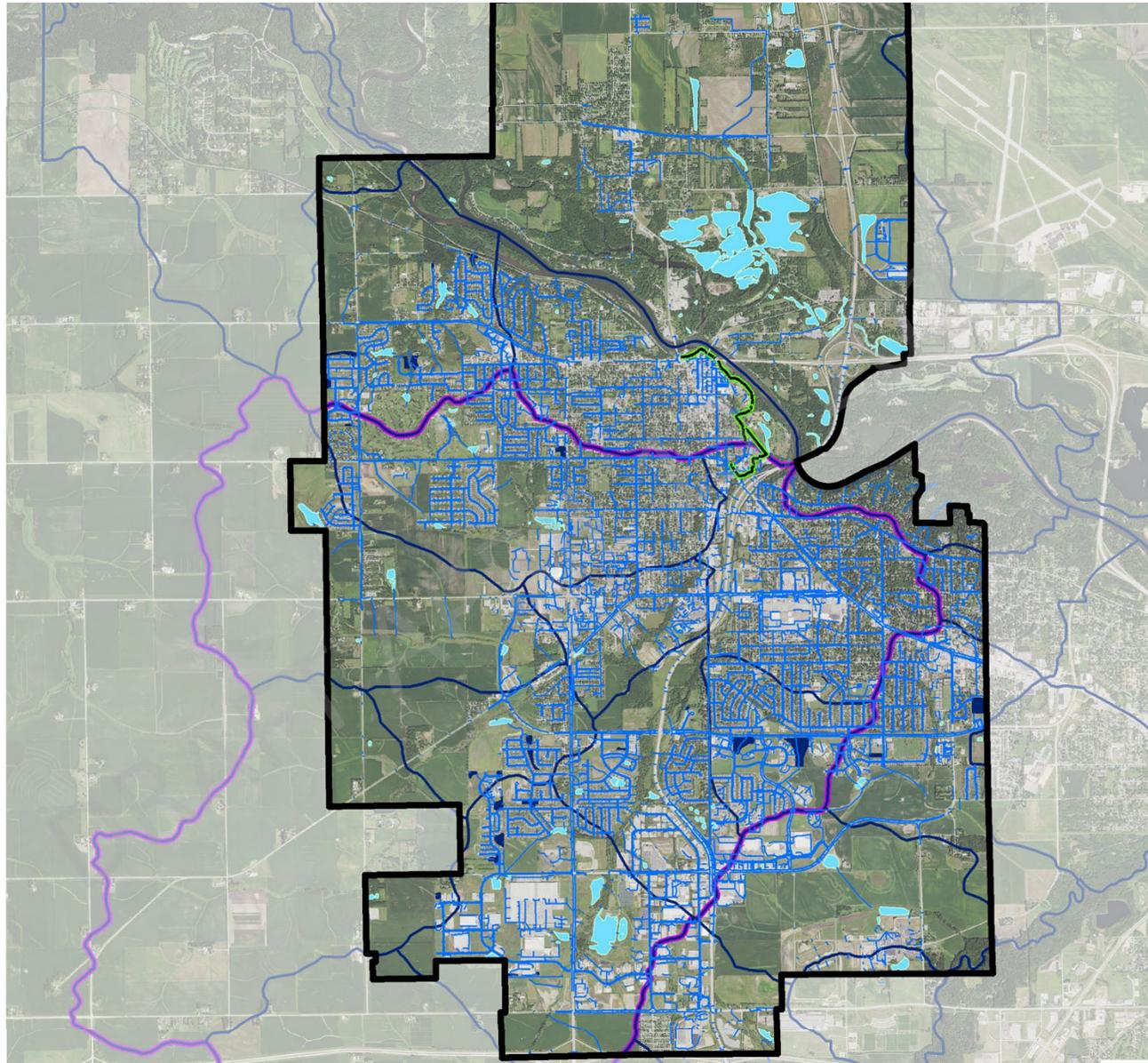
-  City Limits
-  Levee
- DRAFT Flood Plain Data**
-  Floodway
-  100-Year Flood Plain
-  500-Year Flood Plain



Weather & Nature

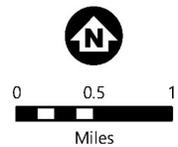
3arr Footer: ArcGIS 10.8.1, 2021-07-27 11:35 File: I:\Projects\15\07\1007\Maps\Basemaps\Figure 23 - Stormwater Infrastructure.mxd User: EMA

GIS Figure 25. Existing Stormwater Infrastructure Summary



the increasing intensity of precipitation events and continued land development in the western area of Cedar Falls will put greater stress on existing stormwater infrastructure. Storm sewer infrastructure is shown in bright blue, detention basins in dark blue, and lakes and ponds in light blue. The levee along the Cedar River is outlined in bright green. Subwatershed boundaries are indicated by a thick dark blue line while the watershed for Dry Run Creek is outlined in bright purple.

-  City Limits
-  Levee
-  Storm Sewer
-  Detention Basin
-  Pond or Lake
-  Subwatershed
-  Dry Run Creek Watershed



Weather & Nature

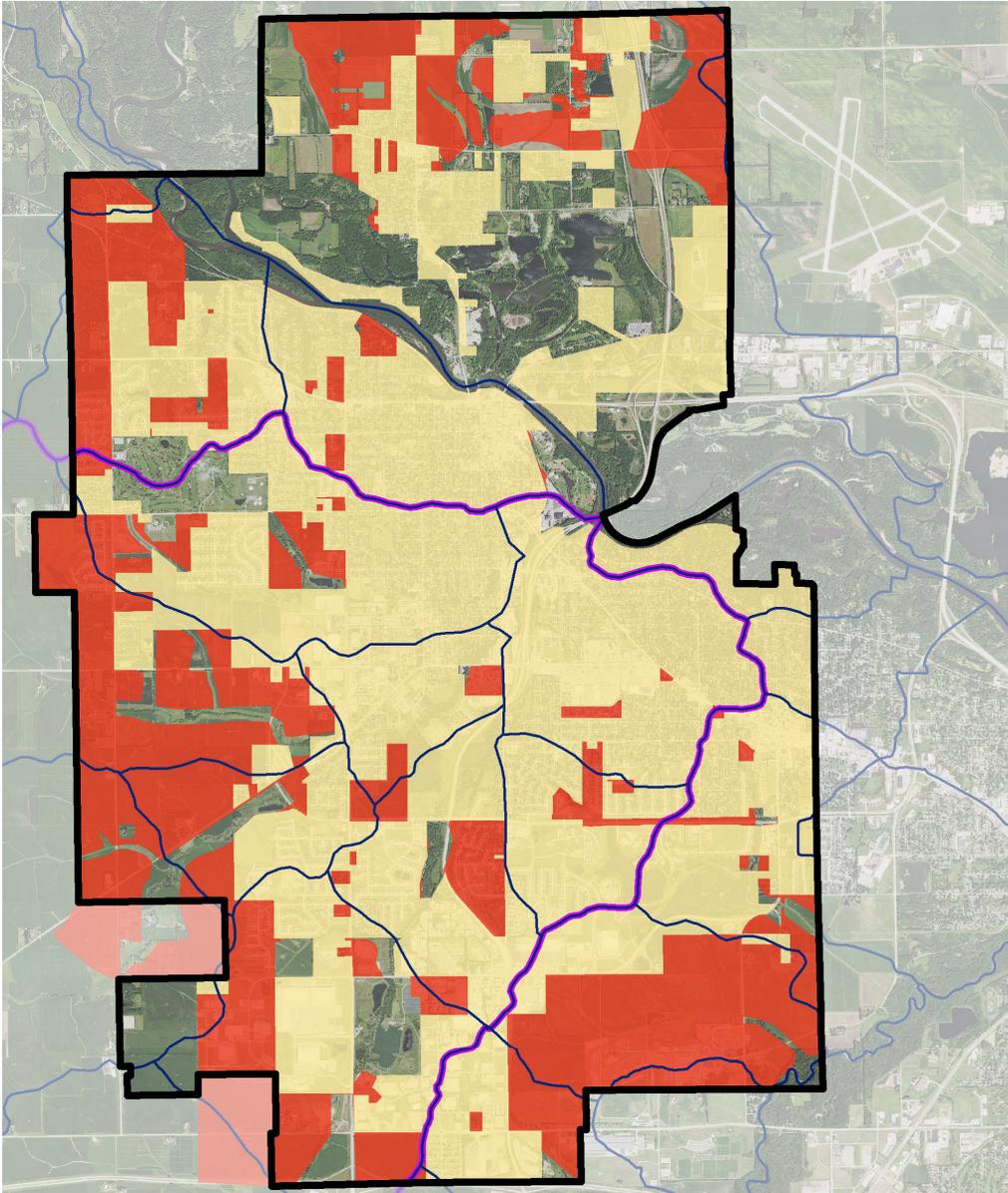
GIS Figure 26. Existing and Future Development Areas

Future precipitation uncertainty makes setting aside flexible green space to build flash flood resilience strategies attractive.

For undeveloped areas, allocating adequate green space for surface stormwater storage above and beyond current compliance thresholds is recommended to allow for future volume expansion. This can be accomplished with a mix of City land purchase, easements, development ordinances (such as riverine setbacks) and zoning requirements.

As a best practice approach to development, this plan recommends the City reduce impervious surfaces, use green infrastructure, and reuse stormwater for irrigation and design landscapes that don't require irrigation.

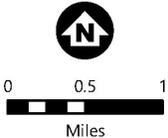
Distributed enhanced-LID: Some low-impact development (LID) features designed primarily for water quality benefits can be enhanced during design for additional runoff storage to throttle more extreme rainfall events. However, the design must limit the inundation depth and duration to avoid die-off of permanent vegetation. This generally leads to shallower, broader features that require a larger green space extent.



The majority of land within the city limits of Cedar Falls is already developed, as indicated by the extent of tan-colored areas. Dark orange areas are classified as to-be-developed in future land use data. This development, especially in the western part of the city, has the potential to increase stormwater runoff volumes and exacerbate flooding within existing developed areas of Dry Run Creek Watershed.

-  City Limits
-  Existing Developed Area¹
-  Future Development Area²
-  Subwatershed
-  Dry Run Creek Watershed

¹City zoning data, 2020
²City future land use data, 2020



Weather & Nature

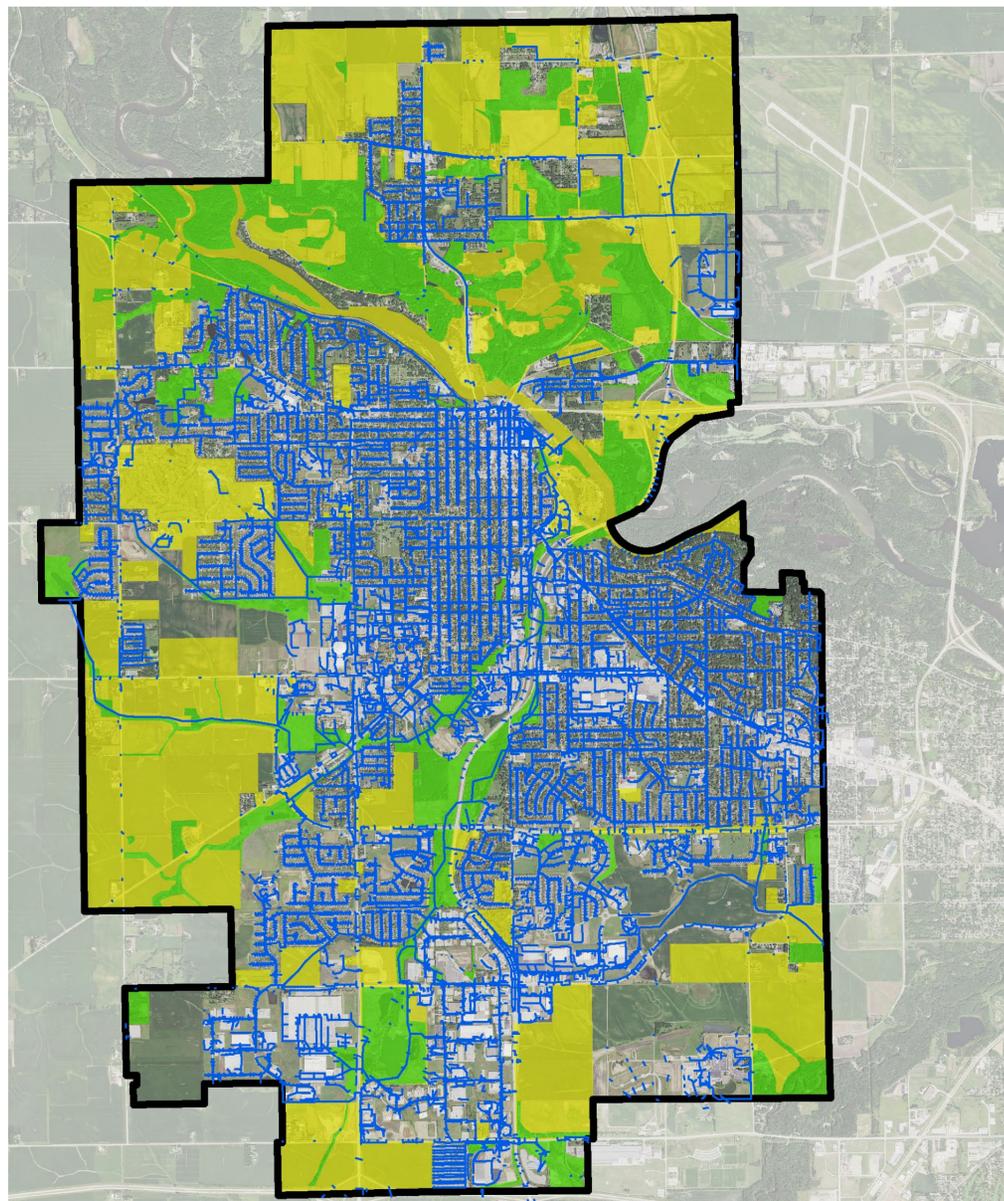
GIS Figure 27. Existing Natural and Undeveloped Land

Undeveloped areas upstream of developed Cedar Falls neighborhoods are high-value opportunity areas to set aside existing green space to create flood resilience storage areas.

Properly-sited and sized storage areas can combat the risk of extreme precipitation events causing flood impacts to downstream property. Leveraging the existing strengths of Blue-green corridors and habitat areas holds the potential to create flood storage sites that also generate habitat, biodiversity and recreation benefits for the community.

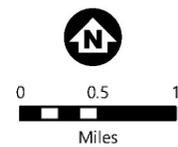
The existing storm sewer network, capacity and mapped floodplains are key factors that drive the need to “look upstream” for extreme precipitation storage areas.

Small, dispersed retrofit strategies located within existing developed and storm-sewered neighborhoods can be used to expand flood storage in areas at higher-risk of localized flash flooding on streets and at existing stormwater management facilities.



Existing natural areas, shown in green, and existing undeveloped areas, shown in yellow, may experience increased development within the city of Cedar Falls. The future development of currently undeveloped areas, shown in yellow, could be candidates for future development. The future development of currently undeveloped areas is an opportunity to implement flash-flood risk mitigation. Without mitigation, the development has the potential to increase strain on existing stormwater and sanitary sewer infrastructure.

-  City Limits
-  Storm Sewer & Sanitary Sewer Infrastructure
-  Existing Natural Areas
-  Existing Undeveloped Areas



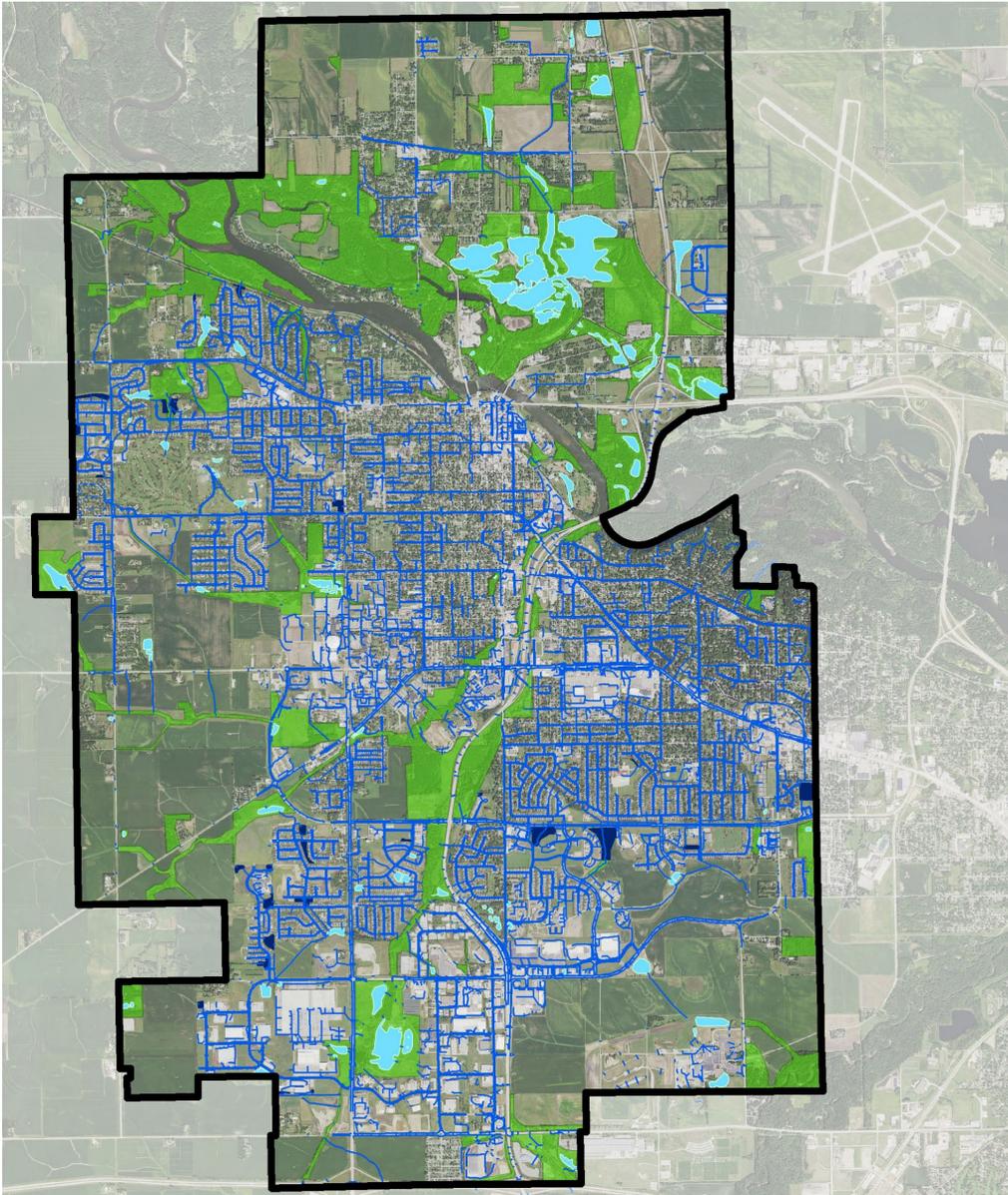
Weather & Nature

GIS Figure 28. Existing Natural Areas

Best practices for natural areas include protecting and restoring streams, wetlands, floodplains, and uplands. This can include: Protecting and enhancing streambank riparian habitats to reduce erosion during extreme flooding events and to provide ecological benefits. Other options are to preserve open space, natural areas and promote stormwater best management practices to landowners.

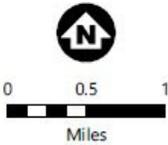
Available green space in developed areas of Cedar Falls is scarce. Context appropriate surface water storage techniques have a return-on-investment that is typically much greater than underground retention systems, largely due to lower construction costs, lower maintenance costs and increased green space-associated benefits.

Opportunities to expand floodplain and expand wetlands on these corridors are high return-on-investment improvements. The City could consider purchasing private land, platting it as buffer area or a setback and public land for the intended use as future extreme precipitation floodplain storage and habitat expansion. For the purpose of optimizing the downstream stage reduction benefit of these floodplain expansions, consider engineering water control structures at road crossing, culvert, etc. where appropriate.



Storm sewer infrastructure and natural areas are critical for conveying stormwater away from developed areas. Detention basins, lakes and ponds also play key roles in stormwater management. In the figure, storm sewer infrastructure is shown in bright blue, detention basins in dark blue, lakes and ponds in light blue, and natural areas in green. Natural areas were digitized from the 2012 Comprehensive Plan and updated based on 2019 USDA aerial imagery.

-  City Limits
-  Storm Sewer
-  Detention Basin
-  Pond or Lake
-  Natural Area



Weather & Nature

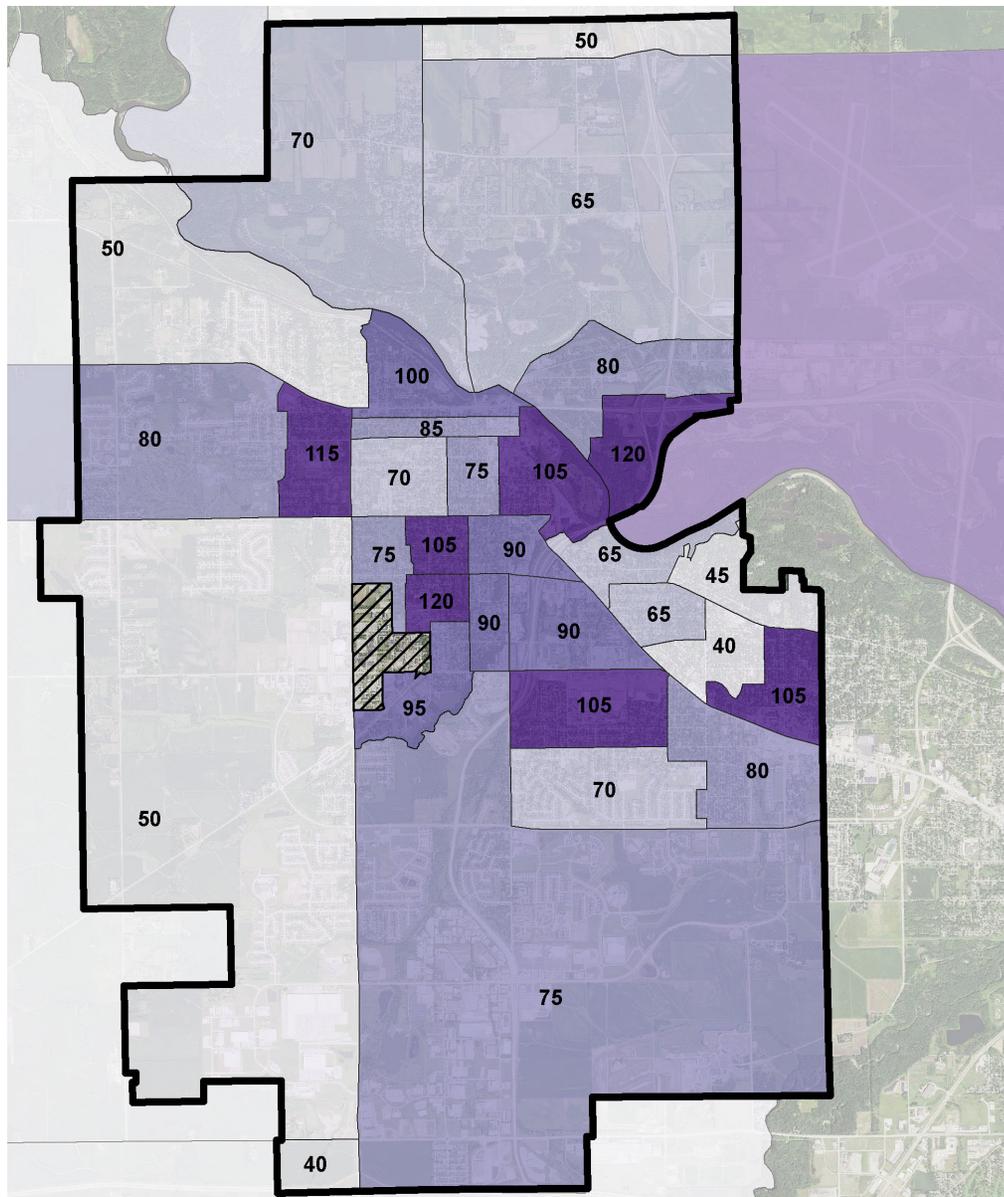
GIS Figure 29. Population Vulnerability to Extreme Weather and Flash Flooding

Vulnerable populations in general have fewer resources available to help them adapt in advance of extreme weather and to recover from damage when extremes hit.

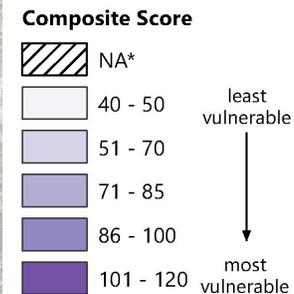
Mapping of the relative population disparities in Cedar Falls indicates the density of the most vulnerable populations in the city are located at the downstream portions of the watershed. Consider this equity disparity (quantitatively or qualitatively) during future benefit/cost assessments of upstream flood-risk reduction projects in undeveloped portions of the watershed.

The population vulnerability indicator was developed using the following socio-economic datasets, similar to other regional resiliency plan population vulnerability mapping:

- Population density
- Median household income
- % of population under 18 years old
- % of population over 65 years old
- % of population that are people of color
- % of rental housing units
- % of population with limited English proficiency
- % of households receiving SNAP benefits
- % of population that did not graduate High School



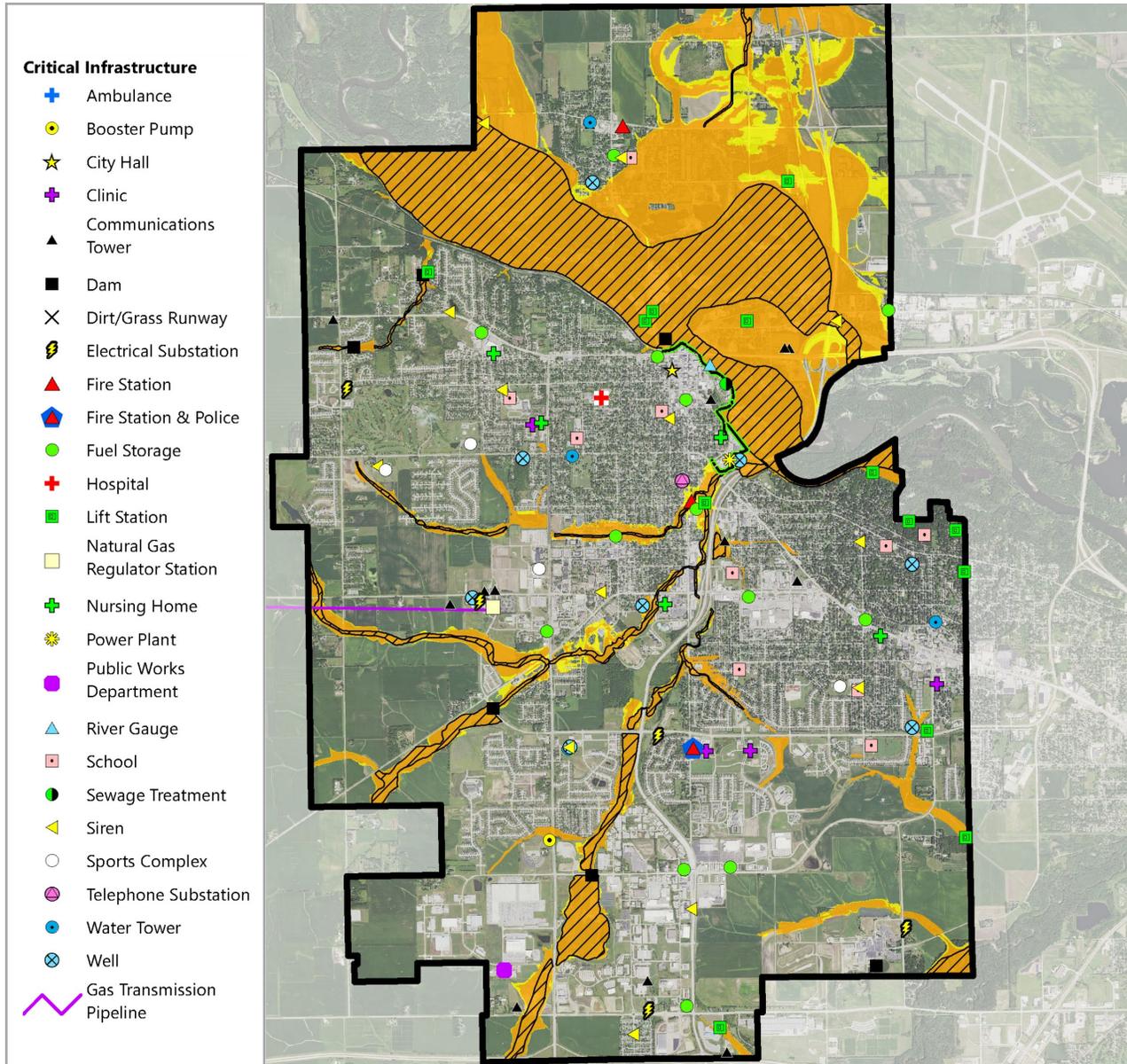
All of society is vulnerable to changes in climate, but underlying disparities cause some populations to be more sensitive to climate change impacts and have fewer resources to respond or adapt. To identify population vulnerability in Cedar Falls, nine Census¹ variables were analyzed. For each variable, data were classified into five groups, and a score of 0 to 20 was assigned to the Census Block Group. The variable scores were added together for each Block Group to create the composite scores shown in the figure. The higher the score, the greater the population vulnerability. An observed pattern is existing developed neighborhoods with higher relative population vulnerability face more physical constraints than undeveloped areas when trying to implement/construct flash flood mitigation projects.



Weather & Nature

GIS Figure 30. Existing Critical Infrastructure

Protecting critical infrastructure from flooding is a priority when performing urban flash flooding risk assessments and during formulating of future capital improvement projects and private developments.



Critical infrastructure identified in the 2015 Updated Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County, Iowa is overlaid on top of FEMA floodplain data. Although most infrastructure is located outside of areas susceptible to riverine flooding, some features are at risk.

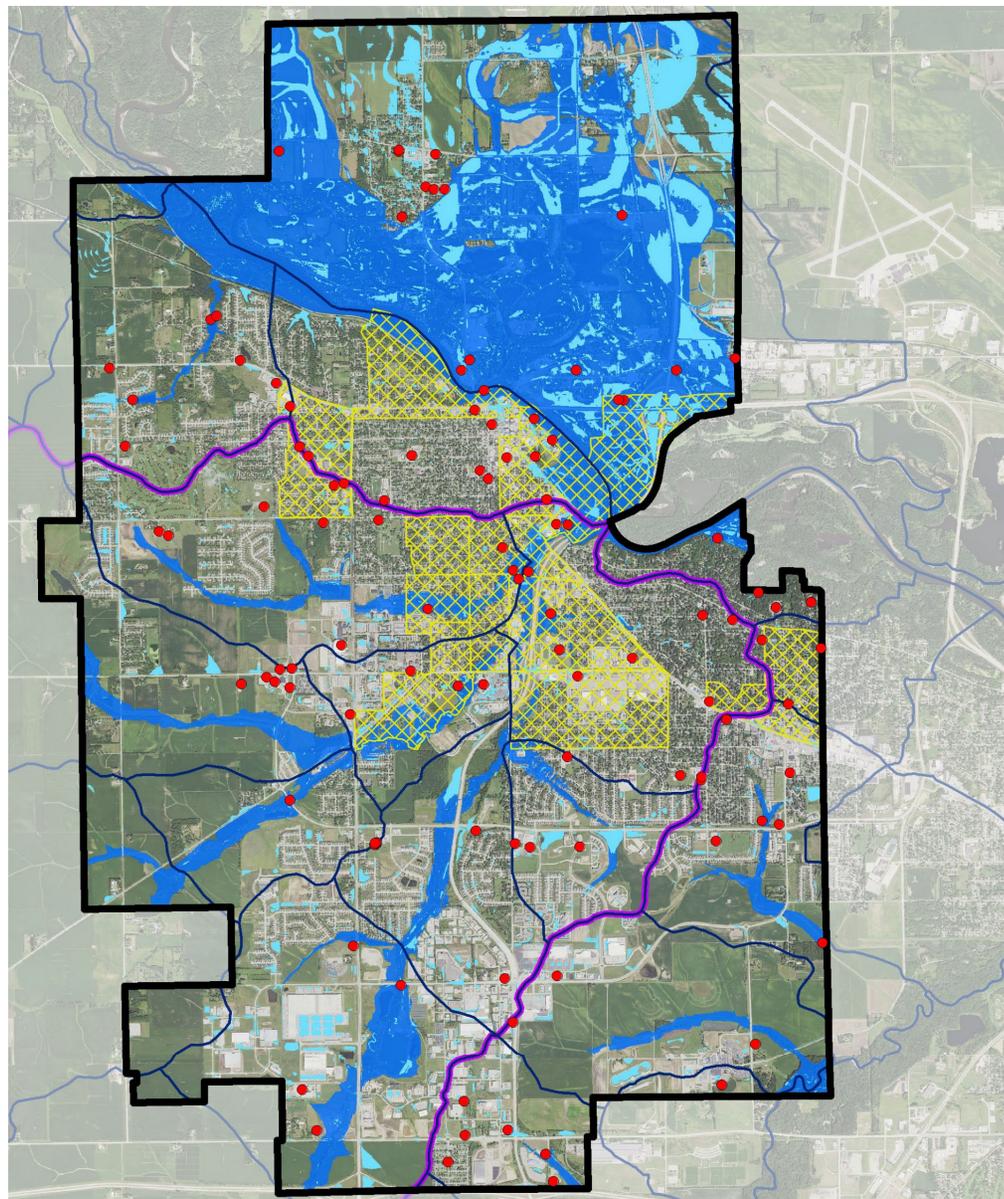
Weather & Nature

GIS Figure 31. Flood Risk Composite (from Riverine and Urban Flash Flooding)

The City of Cedar Falls implements progressive risk-reduction strategies and ordinances within the 500-year riverine floodplain. In addition to riverine flooding, locally low basin-shaped areas could be at risk of extreme precipitation urban flooding if storm sewer infrastructure capacity is exceeded leading to on-street, basement, and at-risk property flooding. Critical infrastructure facilities are a key target for further evaluation and risk reduction. These localized flooding areas are not always along creeks or rivers and sometimes not in mapped floodplains, making them a future resiliency challenge for the City to address.

Each flash flooding site identified is a candidate for a local detailed evaluation for a buyout or for adding flow capacity, lower risk overflow features and added extreme precipitation runoff storage.

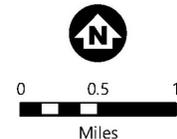
It is recommended to overlay and integrate flash flooding areas and sanitary sewer networks with drainage basin studies and capital improvement planning as a screen for possible infiltration and inflow (I&I) locations and mitigation. Refer to the GIS Datasets & Toolbox included in this plan.



Changes to climate are increasing the intensity of precipitation events, which equates to greater risk from flooding. Areas susceptible to FEMA-mapped riverine flooding are shown in bright blue while flash flooding extents are in light blue. Areas with the greatest population vulnerability are indicated by a yellow hatch, and critical infrastructure are represented by red dots.

-  City Limits
-  Critical Infrastructure¹
-  Most Vulnerable Populations²
-  Flash Flooding³
-  Riverine Flooding
-  Subwatershed
-  Dry Run Creek Watershed

¹ See Fig 28
² See Fig 27
³ See Fig 21





Energy & Mobility

Energy & Mobility

Low-Cost Electricity and Fuel

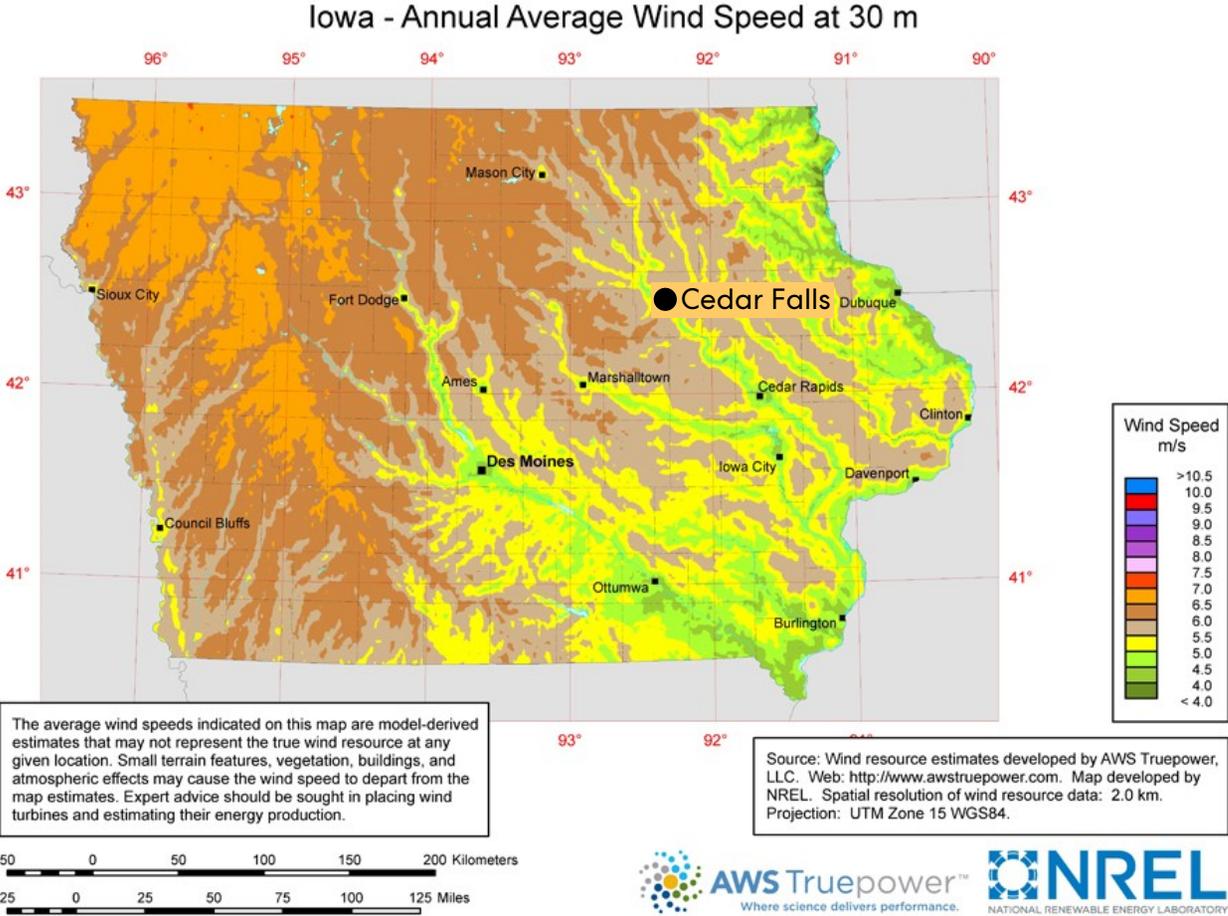
Access to energy is essential to Cedar Falls. Cedar Falls Utilities provides low-cost, reliable electricity and natural gas for the community and the University of Northern Iowa. A long-term energy goal for Cedar Falls Utilities is to maintain a competitive cost structure and energy effectiveness. Renewable wind and solar energy have rapidly become cost-effective forms of electricity generation in Iowa and the Upper Midwest.

Their cost-effectiveness is due to a decade-long drop in the built cost of solar and wind, and to the abundance of wind resources in Iowa. As a result, coal and natural gas-powered electric generation is becoming substantially less competitive.

An example: Great River Energy Co-op has announced that it will be closing its North Dakota, 1.2 Gigawatt Coal Creek Station generating plant in 2022 because it is no longer economically feasible to run. The power plant has immediate access to a coal mine, yet they will be replacing the plant's production with wind power and battery storage.

Wind power has become the lowest-cost energy source over the past decade, followed by Solar Photovoltaic (PV) electricity based on a Levelized Cost of Energy basis (LCOE).¹ LCOE is the cost of electricity generation for a generating plant over its lifetime, including building, operating, and decommissioning the plant. Building new solar generation now costs about the same as the operating costs for existing coal electricity generation.¹

Figure 32. Available Wind Resources for Iowa



The average wind speeds indicated on this map are model-derived estimates that may not represent the true wind resource at any given location. Small terrain features, vegetation, buildings, and atmospheric effects may cause the wind speed to depart from the map estimates. Expert advice should be sought in placing wind turbines and estimating their energy production.

Source: Wind resource estimates developed by AWS Truepower, LLC. Web: <http://www.awstruepower.com>. Map developed by NREL. Spatial resolution of wind resource data: 2.0 km. Projection: UTM Zone 15 WGS84.

¹ Lazard, October 2020

<https://www.lazard.com/media/451419/lazards-levelized-cost-of-energy-version-140.pdf>

Energy & Mobility *continued*

Low-Cost Electricity and Fuel *continued*

All types of energy commonly receive subsidies.¹ The switch from fossil fuels or nuclear power-generated electricity towards wind and solar PV-generated electricity is currently being driven in-part by substantial reductions in their cost before subsidies. The electricity grid is shifting toward renewable sources. The next step in energy innovation is in wind and solar PV energy storage. Battery and hydrogen technologies for energy storage are maturing rapidly, along with micro-grid technologies used to support the dispersed generation of solar power.

2020 Levelized Cost (\$/MWh) of Electricity – Unsubsidized: ²	
• Onshore Wind (Rural)	\$26-\$54
• Utility Scale Solar PV (Crystalline)	\$31-\$42
• Gas Combined Cycle	\$44-\$73
• Coal	\$65-\$159
• Nuclear	\$129-\$198
• Gas Peaking Plant	\$151-\$198

Liquid and Gas Fuels

Current and foreseeable technologies limit the potential to produce renewable forms of liquid and gas fuels such as biomethane or hydrogen in quantities adequate to completely replace fossil fuel-based natural gas, petroleum and diesel. The production of renewable liquid and gas fuels typically requires considerable quantities of biomass, water, or both. Biomass and water are more limited in supply than sun and wind for energy conversion. Nuclear power can be used to produce hydrogen as a fuel, but it produces long-lived radioactive waste that has proven to have long-term storage challenges.

As a result, eliminating all use of liquid and gas fuels such as natural gas over the next 30 years is not considered feasible at this time.

Demand reduction for natural gas and other liquid fuels should be pursued through efficiency and voluntary conversion to renewable electricity followed by direct replacement of non-renewable liquid and gas fuels with renewable versions including biodiesel, biomethane and blends of biomethane and hydrogen. Polished or scrubbed biomethane can directly replace fossil based natural gas and biomethane/hydrogen blends look promising. Both are commonly referred to as renewable natural gas (RNG).

There is an opportunity for creating RNG using bio-reactors and biomass from native grasses. The grasses can provide buffer strips for water pollution control from run-off into streams and rivers and provide habitat for wildlife. Switchgrass is native to Iowa and is one of several feedstock options for using locally grown and harvested biomass. RNG could make natural gas a locally produced energy product instead of importing it from outside the region.

Voluntary conversion from natural gas to electricity for heating requires improvements to the regional and local power grid as electricity demand increases. As the market shifts towards renewable electricity, incrementally increasing the capacity of the citywide electric grid will allow for expanded use of electricity for transportation and heating of homes and buildings.

Micro-grid technology, local solar PV, and battery storage systems are an opportunity for reducing demand on the power grid. This can free-up grid capacity for increased electrification. Examples include shifting heating equipment from natural gas boilers to electric heat pumps. Just as Cedar Falls is a regional leader in internet access and technologies, it could be a regional leader creating high-skill service jobs in resilient technologies using these innovative technologies. Those technical services could be exported to other communities around Cedar Falls, Iowa, and the region. Micro-grid technologies can also be used for distributed solar PV for improved extreme wind, ice, and weather resilience.

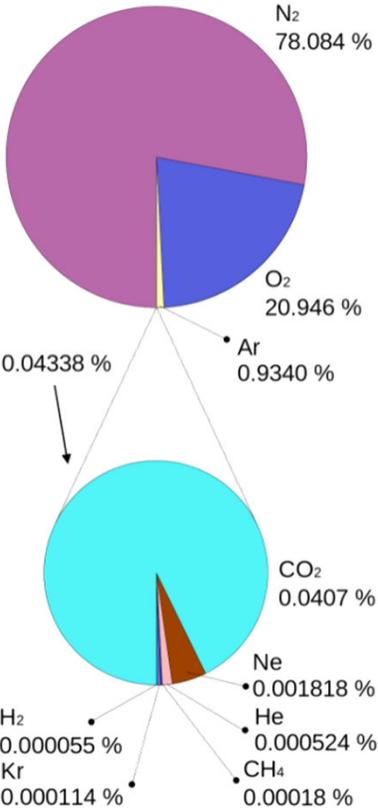
¹U.S. Energy Information Administration, April 2018 <https://www.eia.gov/analysis/requests/subsidy/>

²Lazard, October 2020 <https://www.lazard.com/media/451419/lazards-levelized-cost-of-energy-version-140.pdf>

Energy & Mobility *continued*

Figure 33. What's in the Air?

Non-heating trapping components comprise 99.5% of dry air (top pie chart)



Heating trapping components comprise less than 1/2 of 1% of dry air (bottom pie chart)

Graph: NASA Jet Propulsion Lab 2019 <https://go.nasa.gov/2RKIJ3H>

Another emerging technology and opportunity is the use of wind power to generate hydrogen as a form of energy storage for renewable energy along with batteries. The wind electricity to hydrogen conversion is still relatively young, but it is maturing rapidly and may prove to be a breakthrough technology. Northeast Iowa is in an excellent position to become a leader in this technology sector.

Effectiveness

When asked their opinion on the reliability of renewable energy coupled with battery storage, about 40% of the Resilience Plan Worksheet Three participants considered renewable energy a reliable energy source; about 20% said maybe, and about 25% said no, it wasn't a reliable source. The worksheet was available shortly after the 2021 Texas power outage. During the 2021 Texas power outage coal, natural gas, and wind power experienced significant shortfalls in performance resulting from a lack of preparedness for regionally extreme cold temperatures.

Wind power can be, and is effective, even in cold weather. In regions such as the upper-Midwest, wind turbines are commonly engineered to operate down to temperatures near (-)20 degrees Fahrenheit (20 degrees below zero) where they automatically shut-down.² Fossil fuel energy systems using natural gas and coal can also experience forced shut-downs due to the effects of extreme cold temperatures.²

A step-by-step approach to implementing renewable energy technologies can allow them to be thoughtfully and seamlessly integrated into the grid while bringing leading technologies and the new jobs that come with that technology to Cedar Falls. Emerging storage technologies for renewable energy are falling in price. Those technologies are expected to expand the potential for renewable energy to be the primary source of energy in the coming decades.

Pollution Reductions

Low-cost energy availability and job creation are not the only reason to switch to renewable energy. They are also much cleaner to operate than fossil fuels. Fossil fuels and nuclear power both result in substantial quantities of high-impact pollution. Nuclear power generates long-lived radioactive waste that has no viable disposal solution to date. Burning fossil fuels emits multiple pollutants including Carbon Dioxide (CO₂). CO₂ is a powerful heat-trapping gas. As shown by NASA Figure 33, less than 1/2 of 1 percent of the gas in the earth's air traps heat.

Due to CO₂'s potency, increases in this heat-trapping gas and other gases like it has a notable impact on the temperature and weather. This is because the sun's heat energy stays fairly constant, but the additional heat-trapping gases trap more of that heat resulting in increasing air and land temperatures.

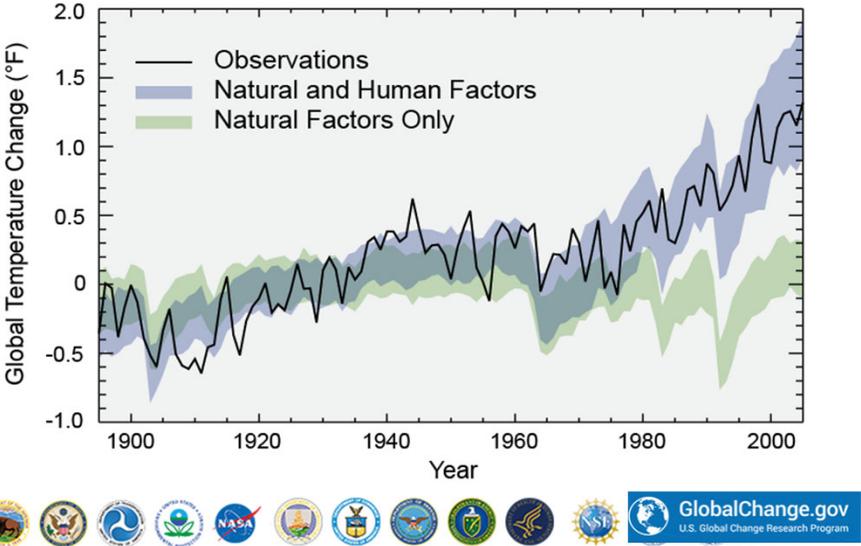
²Energy News Network – Wind turbine shutdowns during polar vortex stoke Midwest Debate <https://energynews.us/2019/02/27/wind-turbine-shutdowns-during-polar-vortex-stoke-midwest-debate/>

Energy & Mobility *continued*

Burning large quantities of fossil fuels to power the modern world has resulted in a fast increase of CO2 in the atmosphere. The added CO2 is trapping increasing levels of heat energy from the sun that would otherwise escape into outer-space. This is causing temperatures in Iowa and world-wide to shift, and that is causing a change in the weather. In particular, it is resulting in warmer temperatures and those warmer temperatures are resulting in more extreme storm and torrential rain events across the nation, and in the Cedar Falls region (see Weather & Nature).

Figure 34. shows how temperatures would have changed due to only natural factors and how temperatures have changed due to the added CO2 and other heat-trapping pollutants in the atmosphere.

Figure 34. Separating Natural and Human Impacts on Temperature



A speedy transition to carbon neutral electricity and continued improvements in energy efficiency are essential from a pollution reduction standpoint. While the market is trending towards

carbon neutral renewable electricity production, the market uptake of storage will need to be encouraged to keep the transition moving quickly.

Moving from fossil fuel-based liquid and gas fuels towards electricity in a timely way will require persistence and active engagement to facilitate the transition. The Cedar Falls community can effectively support this transition while creating high-skill jobs growing the Cedar Falls economy. Support for carbon neutral energy will also send a signal to local, regional, and national business talent and entrepreneurs that the Cedar Falls community is ready for business today and prepared to embrace the companies and technologies of the future.

Managing carbon pollution can improve the local economy of Cedar Falls and is essential for reducing future weather extremes driven by the warming temperatures caused primarily by heat-trapping pollution like CO2. The following section outlines a scenario reducing carbon pollution based on the opportunities like those discussed above and the assumptions and the possibilities below in the next section.

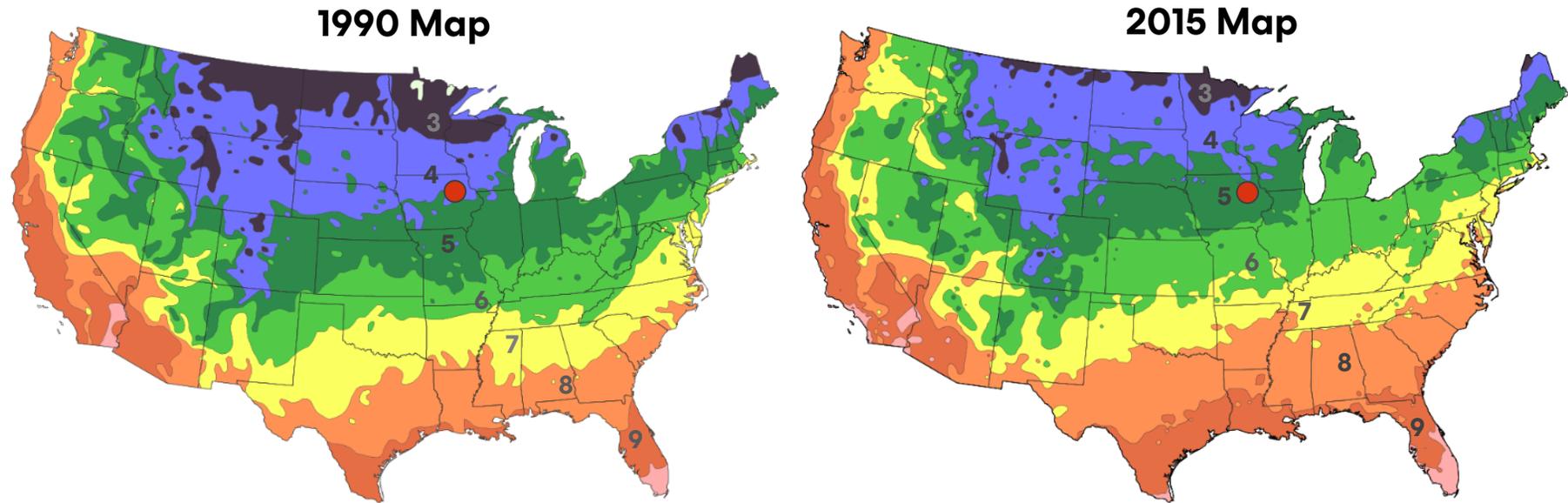
Carbon Pollution Reduction Scenario & Assumptions

Communitywide Carbon Reduction Goal: Carbon Neutral by 2050 for Electricity and Natural Gas

Communitywide 2050 Carbon Neutral commitments for CFU to provide Electricity and Natural Gas were established through the planning process and included in the Action Sets. A carbon pollution reduction scenario was developed to support that commitment. CFU's strategy to reach the 2050 carbon neutral goals will adapt based on future economics and evolving energy technology. Those 2050 carbon neutral commitment assumptions are included below, along with opportunities for the community to support those assumptions.

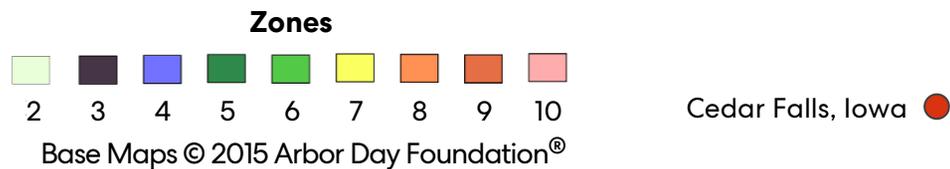
Energy & Mobility *continued*

Figure 35. Plant Hardiness Zone Temperature Shift



1990 USA Plant Hardiness Zone Map
Data source: USDA

2015 USA Plant Hardiness Zone Map
Data source: NOAA



Base maps available from the Arbor Day Foundation: <https://www.arborday.org/media/highresolution.cfm>. Map text style and graphics modified for size and inclusion of zone labels and Cedar Falls location. Arbor Day Foundation information on the 2015 Hardiness Zone Map: <https://arbordayblog.org/treeplanting/our-hardiness-zone-map-gets-a-refresh/>. For more detailed information, USDA Plant Hardiness Zone Map can be referenced at: <https://planthardiness.ars.usda.gov/>

The Arbor Day Foundation Plant Hardiness Zone base maps above are designed for comparing past and current zones. The graphic style and use of full hardiness zones (not half-zones) make the maps readable at a small size that fits one page and is easier to compare for a wide audience.

Hardiness Zones have shifted in many areas. Per the USDA, the shift is generally one half-zone warmer since 1990 (about 5 degrees Fahrenheit). Hardiness Zones represent the average annual extreme minimum temperatures at a given location during a particular time period based on historical records (USDA). USDA zone maps from 1960 (full-zone), 1990 and 2012 (half-zone) can be found at: <https://www.ars.usda.gov/oc/br/zonemap/zonemap/>.

Energy & Mobility *continued*

Carbon Pollution Reduction Scenarios *continued*

Energy Use Assumption Metrics for the Carbon Reduction Scenario (based on historical Cedar Falls data)

Voluntary Energy Use Reduction Assumption Metrics for Existing & New Homes

Base: 2030 5%, 2040 7%, 2050 8%
Advanced: 10%, 15%, 20% respectively

Voluntary Energy Use Reduction Assumption Metrics for Existing & New Commercial Buildings

Base: 2030 5%, 2040 7%, 2050 9%
Advanced: 10%, 15%, 20% respectively

Voluntary Energy Use Reduction Assumption Metrics for Existing & New Industrial Facilities:

New and Existing: 2030 5%, 2040 7%, 2050 9%

Expand Customer-owned Renewable Generation Assumptions
Metrics : 2030-1.8 MW, 2040-2.9 MW, 2050-4.1 MW.

Voluntary reductions in carbon pollution from heating energy and natural gas use assumption Metrics (all use):

33% reduction in carbon pollution: 2040
66% reduction in carbon pollution: 2045
100%: 2050

Communitywide Waste and Landfill Reduction

Incremental advancement towards Zero Waste by 2070.

Waste Reduction Assumption Metrics:
2030 2%, 2040 9%, 2050 18%

Recycling Rate Assumption Metrics:
2030 44%, 2040 72%, 2050 94%

Opportunities for achieving Carbon Pollution Reduction Scenario

Along with the opportunities identified previously, the following possibilities exist in the community for supporting the assumptions in the Cedar Falls Carbon Pollution Reduction Scenario. These opportunities go hand in hand with the Actions in the Energy and Mobility category Action List.

Community Opportunities

Local Jobs and Economy

Energy efficiency upgrades to homes, residential buildings, commercial buildings, and industrial facilities generate jobs and business opportunities while reducing pollution, saving money, and improving comfort.

Energy efficiency is essential for providing more local power grid capacity. When facilities are more efficient, the available grid can serve more facilities.

A future opportunity to help the community activate energy efficiency job and business opportunities includes bi-annually summarizing & reporting on carbon pollution reductions and cost savings to inspire others in the community to take action. Breaking out the report by residential, commercial and industrial reductions will help those economic sectors see and understand the economic benefits related to their businesses.

Residential buildings and Home Opportunities

Continue energy audits for homes as identified in the Energy and Mobility Action List of the plan. If appropriate, include do-it-yourself efficiency items like weatherstripping and references to local contractors with good reputations capable of doing the work in audit results. Do-it-yourself opportunities are particularly

Energy & Mobility *continued*

What you can do as a homeowner, individual, or residential property owner:

Contact Cedar Falls Utilities and request an energy audit.

Install LED Lighting (see CFU's rebate program)

Install ceiling fans to improve thermal comfort and avoid air conditioning or for moving warm air collected at the ceiling level to a level lower in the room.

Weather strip doors and windows.

Add attic insulation. It is generally easier to do than walls and can have a big impact.

Hot Water Efficiency can be low cost and can save money on energy bills. To do that:

- Insulate your water heater with an approved insulating jacket.
- Install water efficient faucet aerators (1 or 1.25 GPM for residential faucets and 1.25 or 1.5 GPM showerheads).

Install water efficient toilets (1 gallon per flush are readily available). This won't save you energy, but it will save you water. The energy to process, sanitize and pump water used in homes and buildings will be reduced.

If you are installing **a new heating and cooling system** or replacing your old one, consider high efficiency equipment and / or an air exchanger. Electrify your heating with efficient geothermal.

In non-critical light areas, install occupancy sensors, so lights automatically turn off or dim in unoccupied rooms. Screw-in occupancy sensors are available.

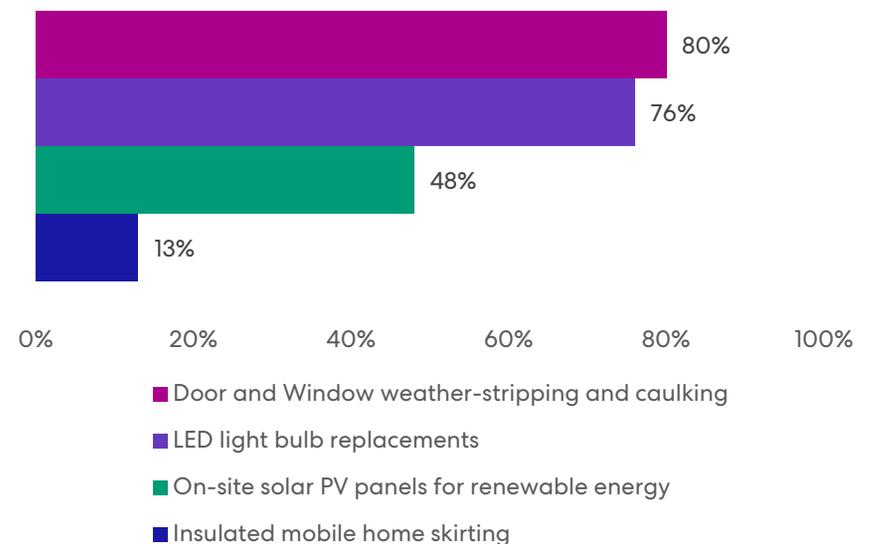
Make sure unneeded lights are turned off.

Consider solar hot water for multi-residence buildings with high demand peak loads for showers.

useful for lower-income residents that may benefit the most economically from improved efficiency. The percent of income spent on energy for lower-income families can be 3 to 10 times more than for residents with medium or upper incomes. Support the audits with coordination for available grants through state or federal agencies or low-cost loans made available through local lenders to improve implementation.

Figure 36.
Interest in Home & Commercial Property Energy Improvements Responses from Resilience Plan Worksheet 3 participants

Worksheet Three Query: "Would you be interested in voluntarily implementing some or all of the following strategies at your home or commercial property? If so please select those that you find of interest."



Energy & Mobility *continued*

Commercial Energy Efficiency

One commercial building opportunity to inspire building owners and managers to improve energy efficiency is to start and publish a voluntary building energy benchmarking program. It could eventually convert to a mandatory program. This will motivate building owners and operators to invest in their properties to make them more efficient and more valuable.

Future opportunities include expanding on the current energy efficiency programs for existing City of Cedar Falls facilities by pursuing Net Zero Energy or Net Positive Energy for Cedar Falls facilities that may be built or receiving a renovated in the future.

Energy demand reductions recommended for new or significantly renovated facilities constructed between now and 2040: 25%, after 2040: 40%, after 2050: 60% than 2020. Consider coupling on-site renewable energy generation with battery storage and making it an “island” or stand-alone to power critical operations in energy emergencies. Don’t try to power the entire facility. Instead, pick out the things that really matter if the power goes out during an extreme event.

City and public facility energy updates and engineering improvements can act as catalysts for action by others in the community. One opportunity available is to track and bi-annually publish the energy savings. Creating simple how-to case studies showing the techniques, products, and people involved can help others understand how to make their facilities more energy efficient.

What you can do as a commercial building owner, operator, or tenant – Heating and Cooling Energy:

Make sure that heating and cooling equipment is serviced

Change air filters regularly to reduce friction in airflow

Set back thermostats at night and on-off hours.

Install a building wide automated control system that manages specific heating and cooling zones based on their occupancy and operating times . The system should turn the temperature settings up or down 24 hours a day, 365 days a year.

Where appropriate, install Variable Frequency Drives (electric motors).

What you can do as a commercial building owner, operator, or tenant:

Contact Cedar Falls Utilities about a possible energy audit or custom energy modeling for your building.

Reduce Lighting energy

Install LED lighting fixtures or replace old bulbs, including linear fluorescent bulbs with LED retro-fits.

If the lighting is within 2 1/2 or 3 times the head height of a window, include self-regulating dimmers that gradually turn the light level up and down with varying levels of sunlight.

Ensure lights are turned off at night and during off hours. If possible, use an automated lighting control system with occupant override switches.

In non-critical light areas such as offices, break rooms, toilet rooms, and storage rooms, install occupancy sensors, so room lights automatically turn off or dim in unoccupied areas.

Energy & Mobility *continued*

Industrial Energy Efficiency

Industrial facilities are an important Energy Efficiency opportunity to pursue as energy used to conduct the industrial process can be significant. Continue the pursuit of energy use reductions and renewable energy for manufacturing processes with customized audits and analysis. Equipment loads and process loads can be significant and often require custom solutions.

Carbon Neutral Energy Opportunities

One opportunity available in Cedar Falls for supporting a 100% carbon neutral energy power grid is to provide intermittent power for wind and solar by retooling the Streeter Station as a peaking plant for electric power generation from renewable natural gas.

Customer-Owned solar can be part of a larger network of utility owned distributed solar energy to support grid resilience.

Incrementally increase the capacity of the city wide electric grid allowing for expanded use of electricity for transportation and heating through improved transmission and distributed solar generation across the community. There is greater overall potential to produce carbon neutral electricity than carbon neutral forms of liquid & gas fuels, which are commonly burned for heat & transportation. Expanding the electricity grid capacity allows for an incremental switch from burning fuels for heat to electricity.

Mobility

Automobile makers around the world are rapidly shifting toward electric vehicles. A 2019 Consumer Reports survey found that nationally 63% of prospective car buyers in America have some interest in electric vehicles (EV's) and 31% would consider one for their next purchase. This is in line with a Cedar Falls survey that showed 25% of respondents are interested in EV's. Currently electric hybrids make the most sense in Cedar Falls' urban and rural setting. The city has started converting to electric and hybrid light-duty vehicles. Electric and hybrid medium and heavy duty vehicles are currently available for city buses, fire trucks (Madison, WI) and some other equipment.

What you can do as an industrial facility owner or operator:

Contact Cedar Falls Utilities about a possible energy audit or custom energy modeling for your facility

Heating and cooling energy:

Explore solar hot water for food processing, laundromats, residential facilities & other peak load intensive hot water uses.

Explore displacement ventilation for air quality and efficiency. It may reduce the demand for very high volume fresh air criteria.

Energy & Mobility *continued*

Mobility *continued*

As called for in the Action Sets, incrementally continue to convert City and Cedar Falls Utility fleet to hybrid or electric vehicles as light-duty vehicles are retired. Convert medium and heavy-duty fleet vehicles when technically feasible as they are retired.

Hybrid Rideshare Co-op

An opportunity to expand mobility options in Cedar Falls exists by completing the bike trail and commuter bike routes in Cedar Falls. The existing Cedar Falls bike trail system is robust. It offers the opportunity to improve mobility options for individuals in the community if loops and dead ends are completed and gaps filled.

A local electric hybrid vehicle rideshare co-op with commuter bike racks can help complete the bike trail and route systems as an alternative mobility choice for the Cedar Falls community. Bike commuters can count on a ride to a meeting from work, get a ride during expected inclement weather or a late night at the office.

The rideshare co-op could provide subscription service for seniors and the disabled. Unsubscribed time can be used for on-demand service to anyone. Requiring bike racks on all rideshare cars will be important for ensuring they complement the bike system. The Resilience Coordinator can help co-op owner-drivers find grants or low-cost loans to purchase vehicles and install commuter bike racks on their cars.

On-demand audiences for a rideshare include University of Northern Iowa students, 'first and last mile' riders for the Cedar Falls bus route and bike commuters. To succeed, regular operating hours, including early & late times, will be needed. This program can generate local jobs. The co-op should target a living and family wage for drivers.

Along with a hybrid rideshare co-op, consider promoting the voluntary use of hybrid and EVs by incrementally expanding access to charging stations in Cedar Falls at a rate that modestly exceeds the anticipated increase in market demand. Another opportunity available is to provide parking stalls at various locations for rentable plug-in hybrid rideshare vehicles. While chargers are preferred at these locations, they are not required. Plug-in hybrid cars are desirable over all electric vehicles for rental due to the urban and rural driving distances in Cedar Falls.

A local rideshare program would be innovative. However, it could be an important complement to the commuter bike trail and route system making them a viable mobility and commuter option.

Here are two examples of rideshare co-ops that accept existing drivers and services. One in New York, and one national.

Examples of rideshare co-ops:

Local Driver - National
<https://localdriver.co/membership/>

The Drivers Cooperative – New York
<https://www.drivers.coop/>

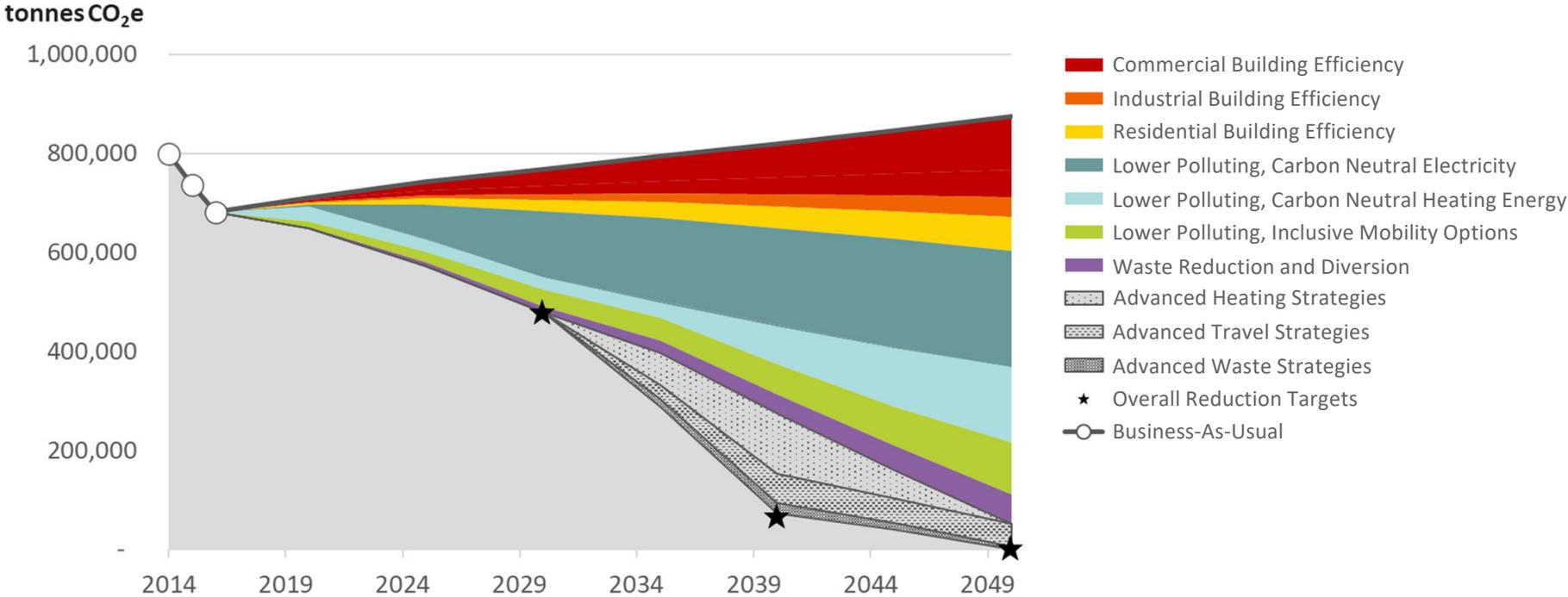
Energy & Mobility *continued*

Carbon Reduction Scenario

Cedar Falls has developed a scenario outlining different strategies to reduce carbon pollution between now and 2050 (Figure 37). This scenario includes baseline data from 2014-2016, a "business-as-usual" trajectory through 2050, overall reduction assumptions for 2030, 2040, and 2050, and a series of reduction "wedges". "Starred" overall reduction targets are approximate.

Assumption for nine areas of carbon reduction were established that require participation from the entire community. The assumption metrics were listed previously in the plan, along with techniques, strategies and opportunities for achieving the metrics. Added information on the assumptions are included in the Appendix and narrative. High-priority items, recommendations and specific goals are identified in the Action Sets. Advanced strategies that show strong promise but require technologies and markets to develop further before pursuing do not have specific Action Sets. However, they are discussed throughout the Energy & Mobility narrative and in the Appendix.

Figure 37. Carbon Reduction Scenario



Energy & Mobility *continued*

Carbon Reduction Scenario *continued*

The baseline data reflects the results from the community-wide carbon pollution inventory, including emissions from activities occurring within the community such as building energy use, vehicle travel, and waste generation. The business-as-usual trajectory represents what could happen if the community grows in population as predicted while continuing to emit carbon at the same rates as in 2016.

The overall reduction assumptions were established by the Cedar Falls resilience planning team to guide this exercise. The 2030 assumption was created based on established technologies and reduction techniques to be both meaningful and achievable.

The 2040 and 2050 assumptions are based on per capita carbon budgets calculated using the goals established by an international organization of scientists representing 195 member countries (including the United States) through an open and transparent review of the thousands of scientific

papers published each year on the topic (IPCC 1.5 Report). The overall reduction assumptions for Cedar Falls equate to a 35% reduction from 2015 levels by 2030, a 90% reduction by 2040, and net-zero carbon by 2050.

The reduction wedges represent a series of carbon pollution reduction strategies intended to close the gap between the business-as-usual trajectory and the overall reduction assumptions. The wedges account for:

- Existing policies, such as building energy codes and federal vehicle fuel economy standards;
- Established goals, such as Cedar Falls Utilities goals to reduce their carbon emissions 45% from 2010 levels by 2030 and achieve carbon-neutral electricity generation by 2050;
- Anticipated market trends, such as an increase in electric vehicles; and
- Potential reduction strategies developed through the resilience planning effort, such as producing renewable natural gas and diverting waste from the landfill. These strategies are reflected in the action sets for the community laid out in this plan.

Assumptions and context for each of the strategies included in this scenario are presented in the Appendix. While established technologies and reduction techniques are anticipated to make significant progress toward these long-term goals in Cedar Falls, the final portion - represented by the "Advanced Strategies" - depends on emerging technologies and techniques, likely including a combination of additional carbon pollution reduction plus carbon removal from the atmosphere and sequestration.

Carbon Reduction Scenario Wedge Action Sets

- Action Set A1: Residential Building Efficiency
- Action Set A2: Commercial & Industrial Facilities Efficiency
- Action Set A3: Lower-Polluting, Carbon Neutral Electricity
- Action Set A4: Lower-Polluting, Carbon Neutral Heating Energy
- Action Set A5: Lower-Polluting, Inclusive Mobility Options
- Action Set A6: Waste Reduction and Diversion

Energy & Mobility *continued*

Cedar Falls Carbon Pollution Inventory

Students at the University of Northern Iowa conducted a three-year carbon pollution inventory for the community of Cedar Falls following the U.S. Community Protocol (USCP), developed by ICLEI Local Governments for Sustainability USA. This inventory accounts for the carbon dioxide, methane, and nitrous oxide emissions (reported in the common units of carbon dioxide equivalents, or CO₂e) caused by activities occurring within the community, including:

- use of electricity by the community
- Use of fuel in residential, commercial, and industrial stationary combustion equipment (engines, boilers, heat-based factory processes)
- On-road passenger and freight motor vehicle travel
- Use of energy in potable water and wastewater treatment and distribution
- Generation and disposal of solid waste by the community

Data for the carbon pollution inventory comes from a variety of sources, including aggregated

Figure 38. Cedar Falls 2016 CO_e Breakdown.

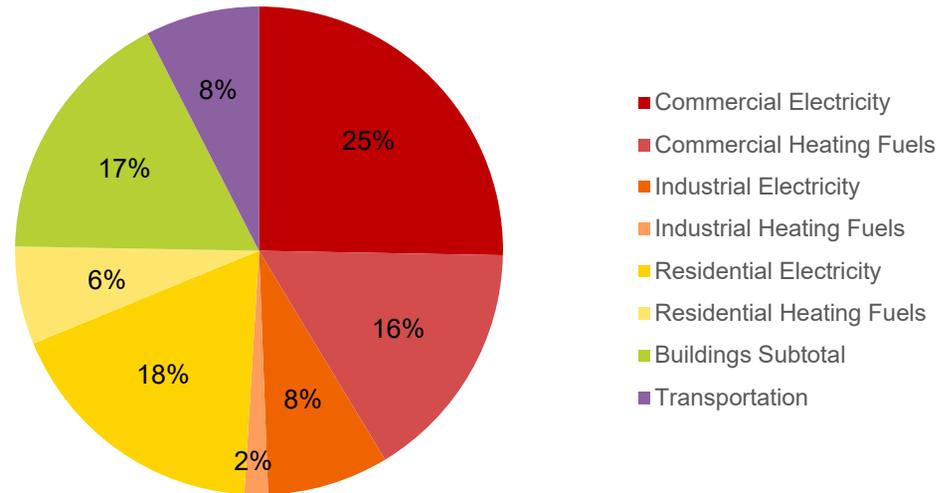
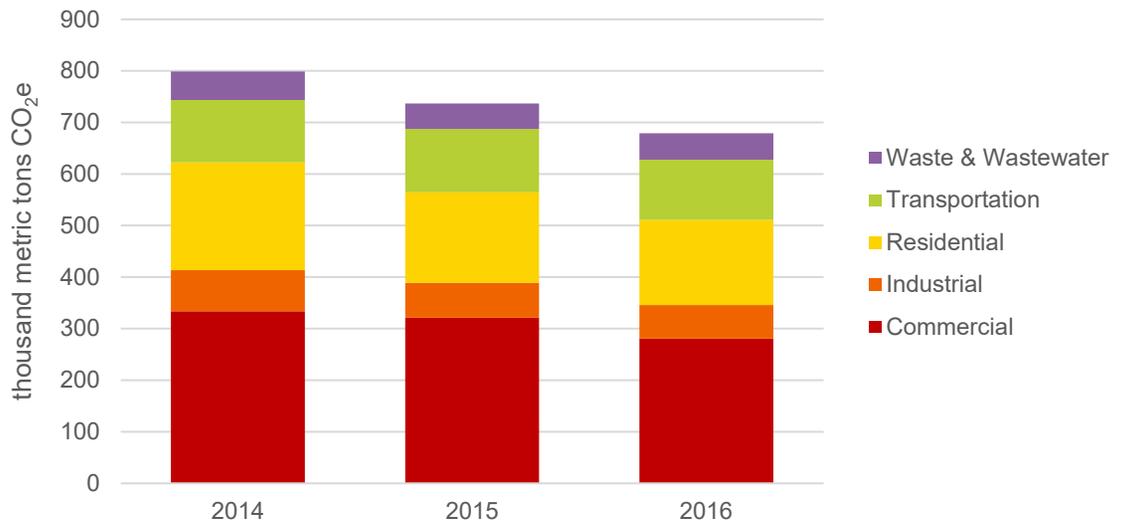


Figure 39. Cedar Falls 2014-2016 CO_e emissions trends



Energy & Mobility *continued*

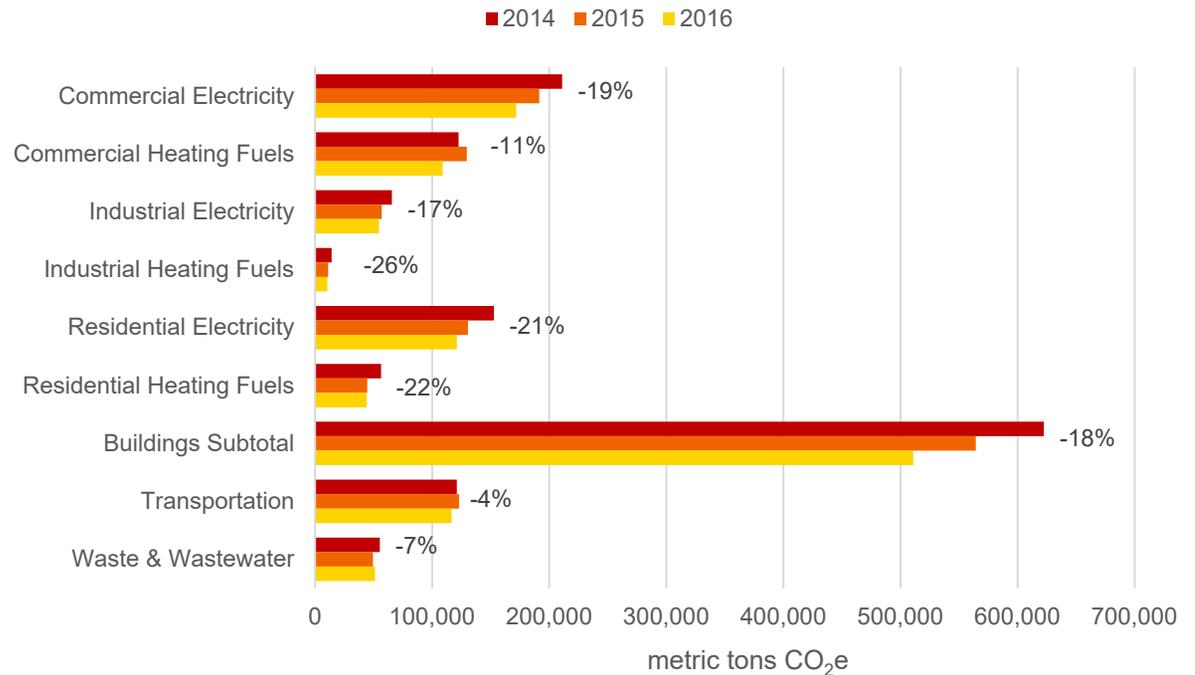
Carbon Inventory *continued*

energy data from Cedar Falls Utilities, vehicle travel data from the Iowa Department of Transportation (DOT), and waste data from the City of Cedar Falls and Black Hawk County.

In 2016, the community of Cedar Falls emitted 679,000 metric tons of CO₂e. Approximately 75% of these emissions came from the energy used in buildings, while 17% came from transportation and the remaining 8% from waste and wastewater management (Figure 39). Within the building sector, 68% of emissions were from electricity while 32% came from natural gas and other heating fuels. Commercial buildings accounted for 55% of building energy emissions, with residential accounting for 32% and industrial accounting for 13%.

Community-wide emissions decreased by 15% from 2014 to 2016, primarily due to warmer winters and a transition to cleaner electricity sources (Figure 38 and Figure 39).

Figure 40. Cedar Falls 2014-2016 CO₂e emissions trends by sector/energy type



Building Energy Use

Despite the majority of 2016 building energy emissions coming from electricity, the majority (59%) of building energy use is from heating fuels. This demonstrates that electricity emissions per Million British Thermal Units (MMBtus) were considerably higher than natural gas emissions rates in 2016. However, Cedar Falls Utilities electricity emission rates have dropped since 2016 and are anticipated to continue dropping as they strive to meet their carbon goals.

Energy & Mobility *continued*

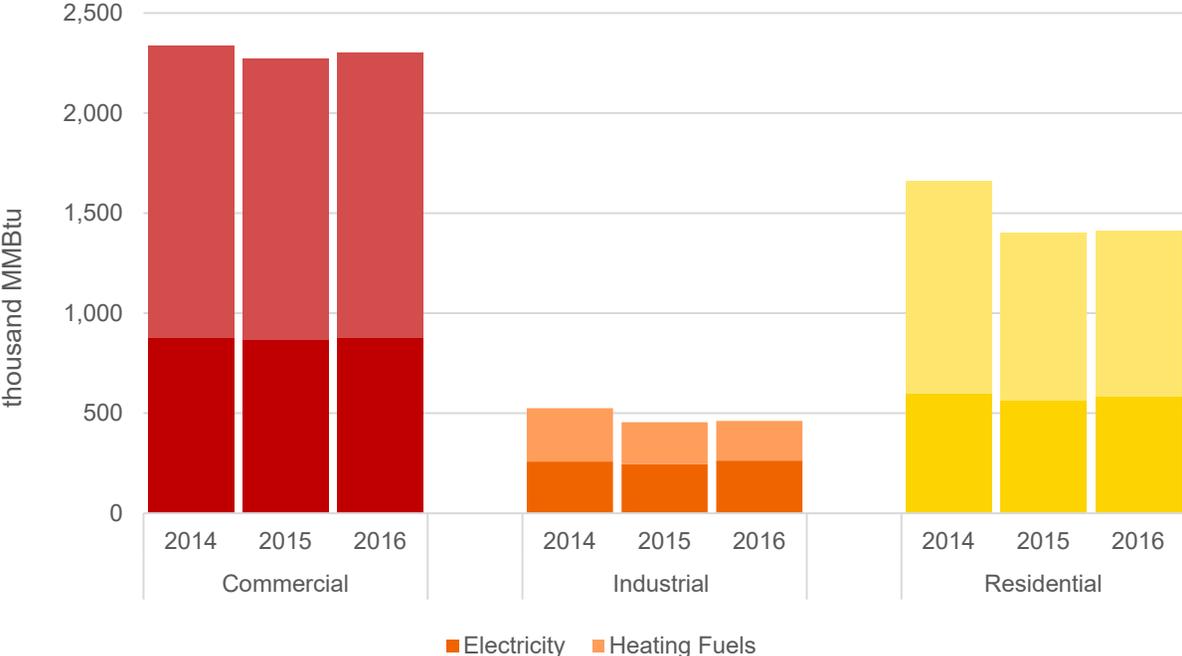
Building *continued*

The use of heating fuels in buildings decreased by 12% from 2014 to 2016 – primarily in the residential sector – likely due to warmer winter temperatures (Figure 41). Electricity use stayed relatively constant, though cleaner generation sources led to an overall reduction in electricity emissions.

Residential energy use can also be viewed in terms of its economic burden on households. The term “energy burden” refers to the cost a household pays in energy bills as a percentage of total household income. The average energy burden in the U.S. is 3%; 6% is considered a “high energy burden” and 10% a “severe energy burden”.

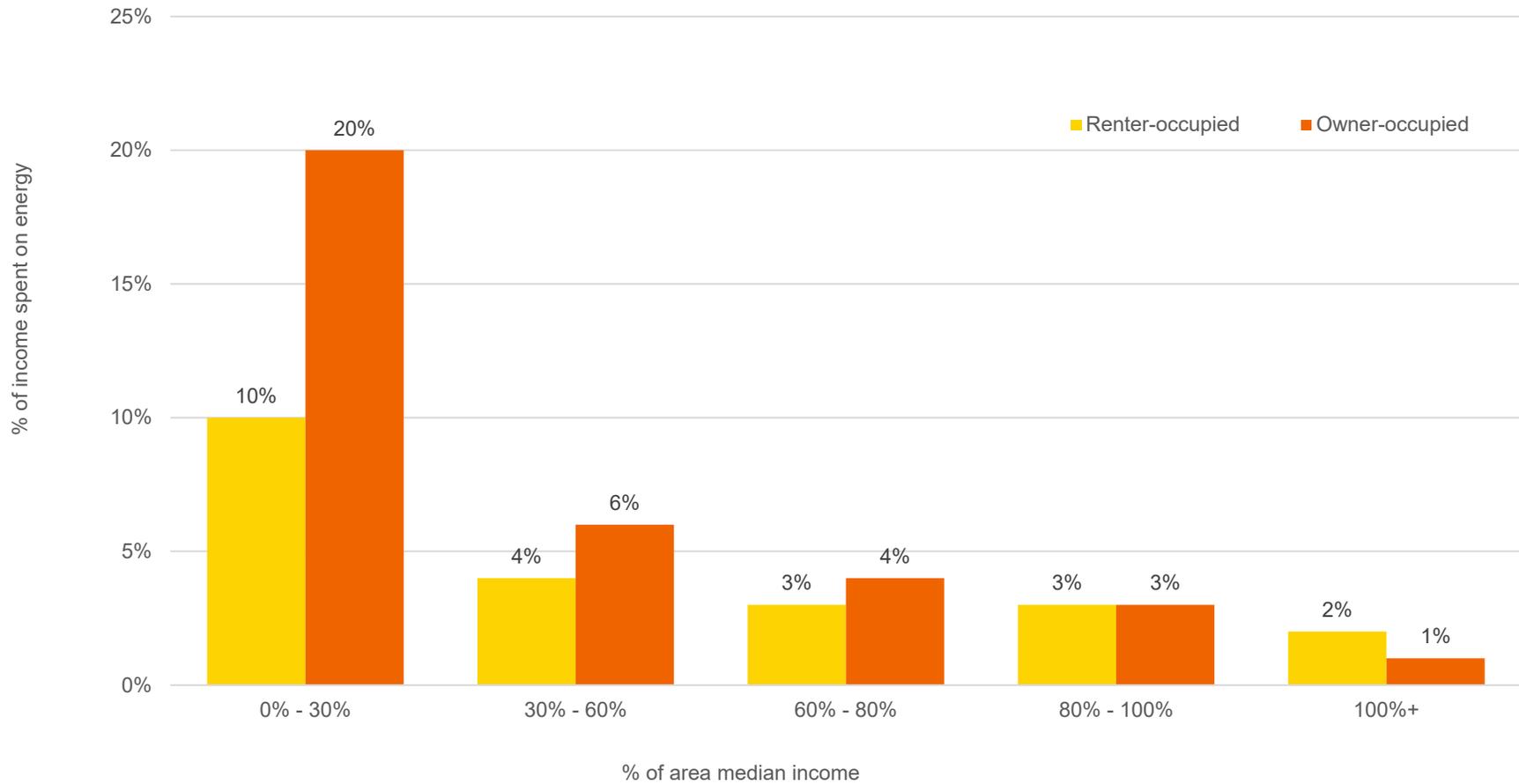
The average Cedar Falls household spends 2% of income on energy (Figure 42). However, low-income households spend 20%, equating to nearly \$2,000 of annual energy costs – more than any other group. Reducing the severe energy burden for these households represents a key opportunity to address carbon pollution, resilience, and social equity.

Figure 41. Cedar Falls Energy Use by Sector and Energy Type



Building *continued*

Figure 42. Cedar Falls Household Energy Burden by Tenure and Income



Energy & Mobility *continued*

Transportation and Mobility

The most common form of transportation in Cedar Falls is single-occupancy vehicles (Figure 43). Based on a national scoring system from Walk Score that evaluates routes to amenities, the community is “car-dependent”, with an overall Walk Score of 38, Bike Score of 57, and Transit Score of 20 (on a low to high scale of 1-100).

Waste Management

Waste in Cedar Falls is managed through a combination of City staff or City-contracted haulers, private haulers, and individual drop-off at recycling locations, the compost facility, the waste transfer station, and the County landfill used by residents and businesses. Approximately 5.5-6.5 pounds of waste is landfilled daily per person living in Cedar Falls, and over three-quarters of the city-managed waste is landfilled (Figure 44).

Reduction Actions:

Encourage development of the local circular economy. Promote reuse/shared use opportunities:

- Tool rental and lending library
- Product repair shops
- Resources that sell used products.

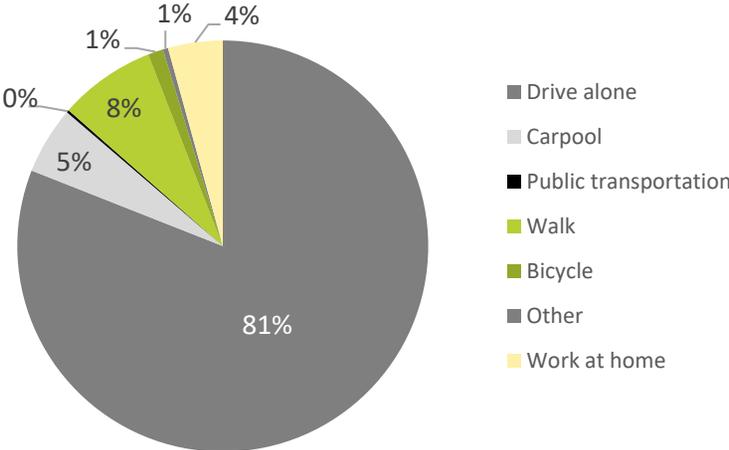
Explore a voluntary curbside composting co-op operated by local farmers for restaurants & residents. Targets:

- Feasibility Micro-Study: 2023
- Pilots Program (if feasible): 2025
- Expanded start-up (if feasible): 2027

Pursue the reduction of single-use plastic by promoting voluntary use-reductions:

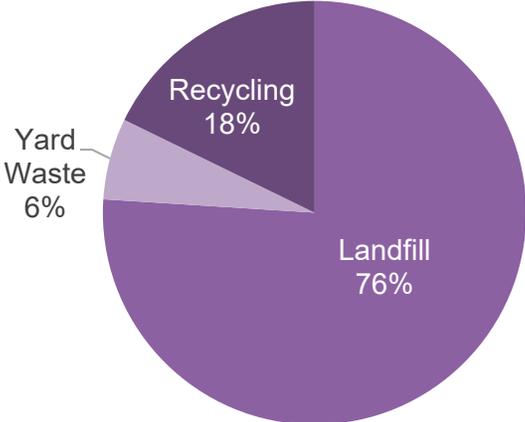
- Targets: 2030 15%, 2040 40%, 2050 75%

Figure 43. Cedar Falls Commuting Methods



Data Source: U.S. American Community Survey, 2018.

Figure 44. Cedar Falls Waste Disposal Methods



Data Source: City of Cedar Falls, 2020



Action Plan

C1 Action Set Resilience Coordinators

This Action Set establishes identifiable positions within the City and CFU to execute the Resilience Plan. The Action Set includes descriptions, responsibilities, and guidance for those positions.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Stakeholders, & Logistics						
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F	
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback	
Plan Drivers & Co-benefits												Logistics						
C1.1 Identify positions at the City of Cedar Falls and Cedar Falls Utilities to oversee and coordinate the Resilience Plan Actions. Current City of Cedar Falls staff will be allocated time + resources to implement the plan. Current CFU staff supporting energy efficiency + production will also support the plan.												Champion		NL	T	HF		
C1.2 The coordinators will develop & facilitate a Resilience Network that connects community members, champions, stakeholders, the City of Cedar Falls, and CFU. Resilience coordinators will work to plan and develop a network which will include a steering committee and online tools, community newsletters, media outlets, host meetings, meeting space, printed materials, etc.												Support		NL	T	HF		
C1.3 The coordinators will help identify community champions and advocate for Resilience Plan Actions using the Resilience Network as a resource tool. Resilience coordinators will work with community champions and City / CFU staff to make connections with talent, knowledge and resources across the community, region and beyond to execute the Resilience Plan.												Champion		NL	T	HF		
C1.4 The coordinators will monitor and track progress across Resilience Plan Action Sets, champions, stakeholders and community members. Resilience coordinators will develop and publish status reports on plan progress at least annually. Reports will be publicly available online.												Champion		NL	T	H		
C1.5 The coordinators will help organize internal resources at the City of Cedar Falls and work with CFU to accomplish goals. Resilience coordinators will work across departments and divisions at the City & CFU as interdisciplinary liaisons to coordinate and pool resources for executing the Resilience Plan.												Champion		NL	T	H		

Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

City, CFU, Community

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational

Connects to this Plan Driver

Champion Support

Item 9.

C2 Action Set

Key Resilience Co-benefits

This Action Set highlights critical components of the plan that work in concert together, offering multiple benefits for improving the quality of life in Cedar Falls now and in the future. The actions in this set can be viewed as high-priority, high-impact actions that the Cedar Falls community can use to leverage other plan actions.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 9.					
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F

C2 Actions

- C2.1 Expand the local economy by encouraging businesses to provide & develop services and products supporting the Plan.** Encourage existing & new businesses to own, finance, develop, operate and provide services and materials for the housing, buildings, products, services and infrastructure identified in the Plan. Local businesses can become regional market leaders in the resilience sector. Other products and services include renewable energy installs, energy efficiency retrofits (LED lighting, weatherstripping, insulation, heating and air conditioning), electric vehicle (EVs) stations, EVs for the city & CFU fleets, native & adapted landscape plants & care, rainwater harvesting supplies, stormwater infrastructure & maintenance, privately owned rideshare vehicles & care. See C4, W2, W5, E1, E2, E3, E4, E5.
- C2.2 Support access to housing with zoning changes for context appropriate, economically diversified & operationally efficient housing.** Convert existing commercial corridors to walkable & bikeable mixed-use neighborhoods by adding context appropriate economically diverse housing & amenities. See C5, W2, E1, E5.
- C2.3 Support access to mobility options by implementing the Bike-Pedestrian Plan** complimented with low-polluting, locally owned & operated rideshare services and existing bus routes. Include bike racks on all rideshare vehicles as an operational requirement. Between buses with bike racks and rideshares, biking can become a viable commuting choice. As the existing bus fleet is retired, convert to EV. See W2, E5.
- C2.4 Support access to green space with Blue-green Corridors following waterways & natural areas** that also manage stormwater & provide pollinator and bird habitat. Thoughtful design & early planning can allow Blue-green storm corridors to extend throughout the city offering pocket parks and green space. See W2, W5.

Plan Drivers & Co-benefits												Logistics					
[Bar chart showing impact on Plan Drivers & Co-benefits for C2.1]												[Logistics: NO T HF]					
[Bar chart showing impact on Plan Drivers & Co-benefits for C2.2]												[Logistics: NL T\$ HF]					
[Bar chart showing impact on Plan Drivers & Co-benefits for C2.3]												[Logistics: NM T\$ HF]					
[Bar chart showing impact on Plan Drivers & Co-benefits for C2.4]												[Logistics: NL TNQ HF]					

Potential Partners & Stakeholders

City/CFU, Community, equipment suppliers & installers, builders, building supply stores, nurseries, financiers, auto & vehicle suppliers

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

█ Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

█ Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

█ Connects to this Plan Driver

█ Champion █ Support

C3 Action Set

Champion Cedar Falls

This Action Set highlights the importance of the community aspect of Cedar Falls. It encourages community oriented perspectives that maintain and build community scale self-reliance across a range of topics. Resilience emerges through a mix of self-reliance, codependence, and mutually beneficial relationships within and across the community, institutions, organizations, and individuals.

C3 Actions

- C3.1 Actively keep Cedar Falls resilient by avoiding economic & environmental risk** associated with the loss of the community's desirability for new talent, a lack of local innovation, and extreme weather. Keep Cedar Falls vital by pro-actively addressing emergent issues pertinent to the community & by having amenities desirable to upcoming generations & talented individuals such as a vibrant downtown & mixed-use neighborhoods, modest cost housing, fast broadband, arts and culture, a bikeable city and walkable neighborhoods, environmental stewardship, access to nature, living/family wage jobs, entrepreneurial spirit and mixed cultural experiences. See C4, C5, W2, E5.
- C3.2 Continue to maintain balanced & equitable policy, code, tax and regulatory requirements** in support of a thriving & resilient Cedar Falls community, now & in the future. Balance can support community needs, and the needs of individual businesses, organizations and people. Continue the on-going, and living process of balancing individual needs and rights, with community infrastructure and environment needs, public safety, sense of place, and equitable access & fair opportunity for all. Balanced communities are more economically vibrant, socially stable, productive, and resilient.
- C3.3 Utilize the new Resilience Network to help promote fair, equitable access and opportunity for all members of the community** in support of the Cedar Falls Human Rights Commission's outreach, advocacy and education efforts. In particular, focus on coordination and connections relative to outreach and education. Through other components of this Plan, the Resilience Network can also assist the community in working to provide economically diversified accessible housing options; access to multi-modal transportation; access to a living & family income; access to green space; and access to healthy food options.

Potential Partners & Stakeholders

City and Community

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 9.					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikedability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback
Plan Drivers & Co-benefits												Logistics					
[Dark Blue]						[Dark Blue]			[Dark Blue]			[Grey] NO NQ HF					
[Dark Blue]						[Light Blue]			[Light Blue]			[Grey] NO T HF					
[Dark Blue]						[Light Blue]			[Light Blue]			[Grey] NO T HF					

Supports this Plan Driver

Value: M Med. H High HF Foundational

NQ Not Quantifiable

Connects to this Plan Driver

Champion

Support

C4 Action Set Champion Cedar Falls Local Business

This Action Set identifies actionable ways in which the City and community can promote and advance the prosperity and productivity of the local Cedar Falls economy and the local community. The efforts included in this Action Set require long-term and near-term perspectives. They will require ongoing attention and action.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 9.								
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F			
Plan Drivers & Co-benefits												Logistics								
C4.1 Continue to actively and persistently advance the development of amenities and businesses in Cedar Falls to attract visitors, talent and entrepreneurs. Continue advancing Cedar Falls as a distinct multi-faceted commerce and tourism destination for the region, and as a nationally desirable location for new talent, and entrepreneurs to make Cedar Falls their home. Up and coming generations have different expectations for the places they choose compared to previous generations (see Action C3.1 for more). The difference in generational expectations can create competing interests for urban planning, city and utilities management. This plan actively seeks to creatively integrate the three together. Blue-green corridors, mixed-use opportunities, and resilient technology innovation such as micro-grids are three key examples.						C4.2 In collaboration with other key community organizations promoting economic development, solicit local champions to develop a printed and device friendly online descriptive finder and map for local business and organizations, public amenities, and mobility/transportation options. Develop a living story about key amenities & characteristics that make Cedar Falls desirable. Persistently tell the story through multiple perspectives and media venues. Solicit local business to participate in vigorous outreach activities and to fund development of the map.			C4.3 Utilize the Resilience Network in support of local for profit, and non-profit business development initiatives and start-ups. Place emphasis on those providing services and products that achieve the plan actions. See Resilience Co-benefits Action C2 for a short-list of business opportunities.						Champion - Individuals/Stakeholders Champion - City Champion - Cedar Falls Utilities Time line Investment Value / Payback					

C4 Actions

- C4.1 Continue to actively and persistently advance the development of amenities and businesses in Cedar Falls to attract visitors, talent and entrepreneurs.** Continue advancing Cedar Falls as a distinct multi-faceted commerce and tourism destination for the region, and as a nationally desirable location for new talent, and entrepreneurs to make Cedar Falls their home. Up and coming generations have different expectations for the places they choose compared to previous generations (see Action C3.1 for more). The difference in generational expectations can create competing interests for urban planning, city and utilities management. This plan actively seeks to creatively integrate the three together. Blue-green corridors, mixed-use opportunities, and resilient technology innovation such as micro-grids are three key examples.
- C4.2 In collaboration with other key community organizations promoting economic development, solicit local champions to develop a printed and device friendly online descriptive finder and map for local business and organizations, public amenities, and mobility/transportation options.** Develop a living story about key amenities & characteristics that make Cedar Falls desirable. Persistently tell the story through multiple perspectives and media venues. Solicit local business to participate in vigorous outreach activities and to fund development of the map.
- C4.3 Utilize the Resilience Network in support of local for profit, and non-profit business development initiatives and start-ups.** Place emphasis on those providing services and products that achieve the plan actions. See Resilience Co-benefits Action C2 for a short-list of business opportunities.

Potential Partners + Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

City and Community, Grow Cedar Valley & Mill Race,

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

C5 Action Set

Walkable Neighborhoods & Housing Options

The first intent of this Action Set is to advance neighborhood development opportunities within Cedar Falls that offer amenities attractive to up and coming generations while avoiding significant disruption to existing neighborhoods. See Figure 6. The second intent is to advance housing options that fit the economic needs of all community members and stakeholders.

Local Economy & Community			Weather & Nature			Energy & Mobility			Champion Partners, Item 9.		
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities
1	2	3	7	8	9	10	11	12	A	B	C
Fair and Equitable Opportunity	Housing Options	Community Well-being							D	E	F
									Time line	Investment	Value / Payback

C5 Actions

- C5.1 Pursue the development of walkable & bikeable mixed-use neighborhoods that encompass existing commercial corridors with bus/ bike access.** Apply a missing middle housing approach. Update zoning requirements to be contextually appropriate. Encourage development in areas with small local grocers, banks, hardware stores, pharmacies, etc. within a 1/4 to 1/2 mile walk and within 3 miles by bike.
- C5.2 Provide the infrastructure supporting bikeability & walkability.** Include shelters, bike racks & rideshare drops-offs at bus stops. Implement the Cedar Falls bike system & nurturing a locally owned rideshare co-op (include bike racks on all vehicles) will make mixed-use neighborhoods even more appealing for bike mobility.
- C5.3 Encourage the development of missing middle housing options** that can provide more modestly priced housing options appropriate for their location. Missing middle housing includes townhomes, cottage court, courtyard building, duplexes side-side & stacked, tri-plexes, fourplexes, multiplex & live-work designed to fit-in with the neighborhood & compliment it (not overtaken by unit counts & building size).
- C5.4 Encourage distance and live/work housing with small first floor commercial uses** through appropriate zoning and building codes by encouraging small co-working centers with small food service at higher-traffic street corners throughout the community. At mixed-use areas allow for combined live/work housing, commercial maker and shop space, eateries and commerce. Encourage incubator flex space, artist lofts, micro-breweries and low-polluting micro-industry. Closely consider life safety, parking & vehicle access, facility size (not too large), streetscape conditions including vehicle and pedestrian interface, window to wall size & numbers & noise
- C5.5 Encourage Accessory Dwelling Units (ADUs)** where appropriate as means of providing diversified housing options, particularly for seniors needing assistance.

Plan Drivers & Co-benefits	Logistics					
				NL	T\$	HF
				NM	T	HF
				NL	T	HF
				NL	T\$	HF
				NL	T\$	H

Potential Partners & Stakeholders

Legend
Time: N Near-Term M Mid-Term L Long O On-going

City/CFU, community, equipment suppliers & installers, developers, small developers, builders, building supply stores, nurseries, financiers

Directly Focused on this Plan Driver
 Supports this Plan Driver
 Connects to this Plan Driver
 Champion
 Support

Investment: T Time \$ Low \$\$ Med. \$\$\$ High
 Value: M Med. H High HF Foundational
 NQ Not Quantifiable

W1 Action Set Extreme Weather Readiness

This Action Set highlights the importance of adapting to shifting weather patterns which are becoming incrementally more extreme, posing safety and economic risks to the Cedar Falls community and individuals. The Action Set includes specific strategies and tactics for adapting to the shift.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 9.					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

W1 Actions

- W1.1 Plan for increasingly extreme wind events from derechos, thunderstorms and tornadoes** by continuing to rigorously enforce the existing building code provisions of wind resistance. Encourage 130 MPH wind & projectile resistant weather shelter areas in existing & new buildings & homes. Consider building or remodeling to a design wind speeds of 20 MPH above codes for new critical facilities & infrastructure such as medical facilities, public safety stations, energy/water/sewer facilities. As replaced, improve the resistance of roofs & other wind susceptible building features.
- W1.2 Plan for increasingly extreme rainfall events that bring extended torrential rains** leading to localized flash flooding in creeks, ravines, streets, yards & basements. Incrementally adapt buildings & infrastructure to handle more rain. As homes, buildings, facilities & infrastructure are designed or renovated, consider up-sizing flat roof internal drains & scuppers, increasing stormwater capacity. Set first-floors higher than grade. Protect window wells, exterior stairwells, access drives, service & equipment pits & energy infrastructure from local flooding. Protect drinking water by assessing the vulnerability of wellhead protection areas & private wells to increased rain & flooding.
- W1.3 Plan for warming temperatures as indicated by shifting Hardiness Zones & weather data.** Warming temperatures increase moisture & energize the atmosphere driving more extreme weather & increasing heat waves. Develop a groundwater plan that considers the impact of longer and extended dry-cycles on water resources.
- W1.4 Explore emergency back-up energy for essential facilities and services.** Weather and events, globally & locally are on a mega-trend towards higher levels of volatility. Appropriate levels of back-up energy (public, private & residential) for refrigeration, critical equipment, communications, cooling centers, cool rooms, and winter freeze protection can be vital for maintaining essential needs. Extreme weather can effect access to electrical power & natural gas.

Plan Drivers & Co-benefits	Logistics
	0 TNQ H
	0 NQ HF
	0 \$NQ HF
	NO \$NQ H

Potential Partners & Stakeholders

City/CFU, Middle Cedar Valley Watershed, developers, building and homeowners, landowners, contractors

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

Directly Focused on this Plan Driver
Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver
Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver
 Champion Support

W2 Action Set

Blue-green Natural Corridors: Co-Benefits

This Action Set focuses on further enhancing the opportunities embodied by the existing Blue-green corridors in Cedar Falls. The corridors are an essential part of adapting to the increasingly extreme rain events occurring in Iowa and the region. Corridors can include additional recreation, mobility, and natural green space.

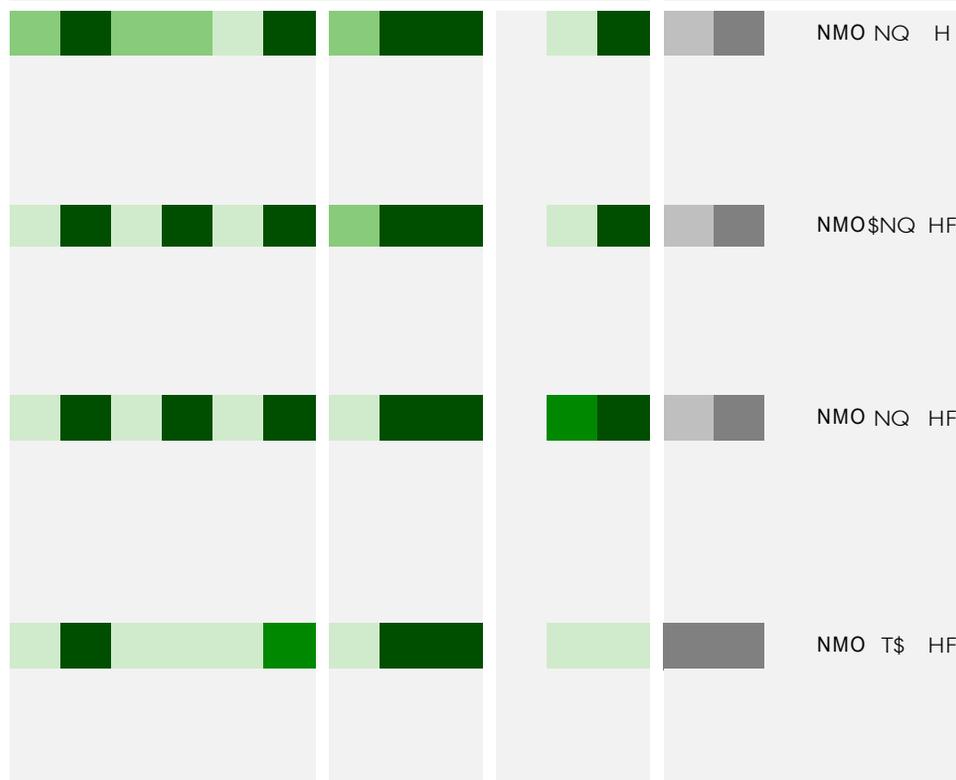
Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 9.					
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F

W2 Actions

- W2.1 Enhance the co-benefits of the city's waterway and green space network** improving its natural vitality, beauty and the stormwater and recreation services it provides. Encourage naturalized management of the protected flood plain with pollinator and native plantings. Incentivize it by allowing the area of a floodplain on an individual lot to be 35% instead of 25% or less of a newly created lot if the area is permanently naturalized. Trail right-of-ways can also use this technique.
- W2.2 Create Blue-green corridor hubs co-locating stormwater management and outdoor recreation & mobility options** at the intersection of trails, bus routes with bike carriers, parking and rideshare drop-offs. Combine trails, outdoor fitness, relaxation/recreation areas with stormwater management/habitat ponds, rain gardens & natural plantings to manage rainfall run-off & increase native vitality. Locate key amenities so they are available using different transportation options.
- W2.3 Link corridors for natural vitality, rainwater management, and biking.** Work to re-naturalize sections of corridors that have been stripped of their natural plantings and re-link naturalized areas together with naturalized plantings. Use native, pollinator friendly plantings. Relinking and renaturalizing corridors significantly improves their stormwater functions and native robustness. Add pedestrian/bike trails to corridors where they are missing if there is space available. Link them to other existing trails to help improve the Cedar Falls bike system.
- W2.4 Include pollinator and bird friendly Native & Adapted plantings and trees** along Blue-green corridors to increase the level of existing natural vitality & rainfall absorption. Encourage corridor adjacent residences and businesses to adopt beneficial yard and landscape planting and maintenance protocols including bird-friendly window treatments and pollinator plantings.

Plan Drivers & Co-benefits

Logistics



Potential Partners & Stakeholders

City/CFU, Tallgrass Prairie Center, developers, building and homeowners, landowners, landscape contractors, nurseries,

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

W3 Action Set

Blue Green Corridor + LID Stormwater Management

This Action Set identifies specific ways the City and community can adapt to the shifting rainfall patterns in Cedar Falls, focusing on green infrastructure strategies that have a lower cost, flexibility, and multiple benefits, including recreation and natural space.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 9.					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

W3 Actions

- W3.1 Increase the existing stormwater system capacity to manage new development & increasing extreme rainfall volumes** by using Low Impact Development (LID), green-infrastructure & Blue-green corridors including planted bioswales, infiltration basins, retention ponds and native & adapted plantings where feasible in lieu of mown turf to increase infiltration. See Figures 8, 10, 18, 21, 23, 25, 26.
- W3.2 Economically manage stormwater using a combination of site and district level approaches across Cedar Falls.** Focus new developments on site level stormwater management. Establish minimum compliance thresholds for new projects that not only meet current stormwater + detention requirements but are upgraded to protect against extreme rainfall. See W4.3 and Figures 12, 14, 15, 16, 17. Encourage "beyond compliance" with initiatives, education and grants.
- W3.3 Incrementally increase use of available green space and stormwater capacity in already developed areas** of Cedar Falls by utilizing road reconstructions as opportunities for rain retention under streets & parking lots with oversized vaults, pipes & aggregate void space storage systems. Add bioswales where space permits. Use right-of-ways for retention and infiltration where possible incorporating district level retention storage in capital improvement projects utilizing vacated properties, if they become available. See W4.3 and Figures 8, 14, 8, 10, 18, 19.
- W3.4 Reduce barriers to regional stormwater management** by investing in public-private partnerships, empowering staff to work beyond property line boundaries, implementing district-scale solutions, & creating a public private policy for financial contributions. Preserve open space & agricultural lands & promote stormwater best management practices to landowners upstream & outside the city limits.

	Plan Drivers & Co-benefits												Logistics					
W3.1	[Color-coded matrix for Plan Drivers & Co-benefits]												[Color-coded matrix for Logistics]					
W3.2	[Color-coded matrix for Plan Drivers & Co-benefits]												[Color-coded matrix for Logistics]					
W3.3	[Color-coded matrix for Plan Drivers & Co-benefits]												[Color-coded matrix for Logistics]					
W3.4	[Color-coded matrix for Plan Drivers & Co-benefits]												[Color-coded matrix for Logistics]					

Potential Partners & Stakeholders

City/CFU, Middle Cedar Valley Watershed, Tallgrass Prairie Center, developers, building and homeowners, landowners, landscape

Legend

Directly Focused on this Plan Driver
 Supports this Plan Driver
 Connects to this Plan Driver

Time: N Near-Term M Mid-Term
L Long O On-going

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Champion
 Support

W4 Action Set Extreme Rainfall Management

This Action Set identifies specific ways the City and community can adapt to the extreme rainfall patterns becoming increasingly frequent in Iowa and the upper midwest. The actions focus on green infrastructure strategies due to their lower cost, flexibility, and multiple benefits, including recreation and natural space.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 9.					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

W4 Actions

- W4.1 During Capital Improvement Planning, perform an urban flash flood risk screen** as described in GIS Figure 20. (include storm and sanitary sewer, gas and electric). Use this Plan's GIS-dataset to frame risk, cost and benefit issues relative to extreme rain pooling, pressure and scouring. Incrementally evaluate existing infrastructure for potential changes to increase resilience during & after severe events.
- W4.2 Proactively improve extreme rainfall readiness** by continuing rigorous evaluations & hesitance to approve variance requests to floodplain & stormwater thresholds. Cedar Falls 500-year floodplain ordinance is a model for prudent risk management. Keep risk low by continuing to limit variances to elevation, freeboard & floodway fringe impact.
- W4.3 Manage extreme rainfall flows upstream from developed neighborhoods as new developments increase run-off & extreme rain events intensify.**
 - Require new projects to manage rain events either on-site or in developer provided naturalized district ponds/basins, or tanks.
 - Identify key locations for regional emergency management of extreme rain events with naturalized ponds & basins. Consider increasing stormwater utility fees as a funding source for extreme rain management. Purchase land & set aside for green-infrastructure, if needed. Refer to Figure 19. for specific rainfall event criteria.
 - Leverage existing right-of-way areas by using stormwater fees to provide dollars for stormwater management beyond the curb to curb area.
 - Leverage developer provided ponds as they are built by adding capacity for torrential rain events. To manage first-cost, dedicate land during the time-of-plat for anticipated increases in extreme rain driven by future temperature changes.
 - Continue the buy-out program of flood-prone areas & implement benefit creating projects such as flood-storage parks & natural habitat in these floodplain areas.

Plan Drivers & Co-benefits												Logistics					
[Color-coded matrix for Plan Drivers & Co-benefits]												[Logistics matrix with O, T, HF, NQ]					

Potential Partners & Stakeholders

City/CFU, Middle Cedar Valley Watershed, developers, building and homeowners, landowners, contractors

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

█ Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

█ Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

█ Connects to this Plan Driver

█ Champion █ Support

W5 Action Set

Beneficial Yardscapes + Landscapes

This Action Set identifies specific ways in which the City and community can create landscapes that are more resilient to more volatile weather patterns, including extended dry periods without rain and increasing amounts of rain during rainfall events. The actions also support landscape resilience by increasing the number of different plant species and providing plants that support pollinators.

Local Economy & Community

- 1 Local Business and Jobs
- 2 Business Talent and Local Amenities
- 3 Diversified Local Economy
- 4 Fair and Equitable Opportunity
- 5 Housing Options
- 6 Community Well-being

Weather & Nature

- 7 Extreme Weather Readiness
- 8 Extreme Rain Adaptation
- 9 Variation in Landscape and Habitat

Energy & Mobility

- 10 Diversified Renewable Energy
- 11 Pollution and Carbon Reductions
- 12 Mobility, Walkability and Bikeability

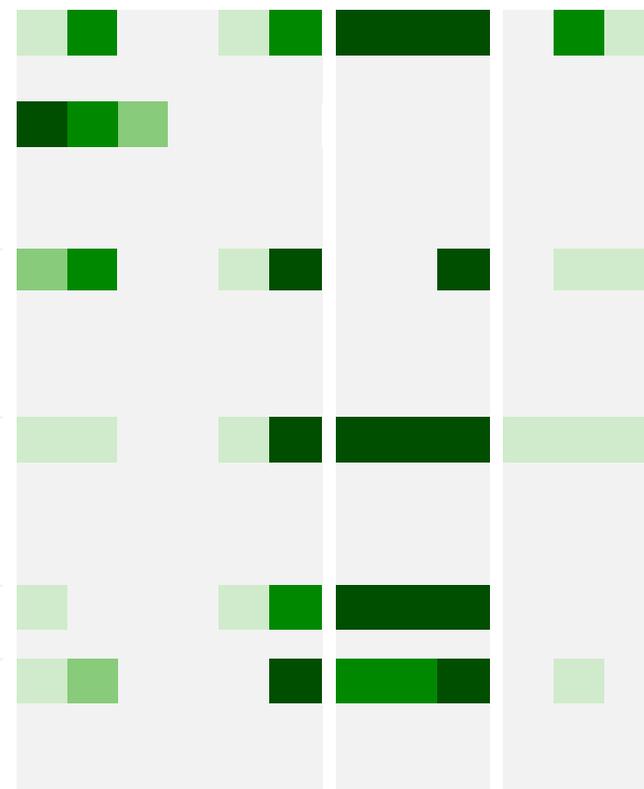
Champion Partners, Item 9.

- A Champion - Individuals/Stakeholders
- B Champion - City
- C Champion - Cedar Falls Utilities
- D Time line
- E Investment
- F Value / Payback

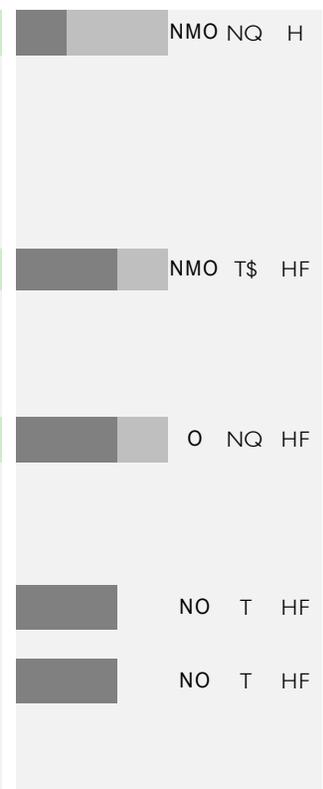
W5 Actions

- W5.1 **Promote a variety of Native & Adapted plantings & trees for residential / commercial yards & public landscapes.** Create attractive planted areas by combining groomed areas with other Native & Adapted plants. Consider promoting 70%-80% non-manicured landscapes with mulch, plant spacing, native mowable grass strips, paths & attractive fencing for a more formal look. Native & Adapted plants absorb rain run-off, don't spread aggressively, remain healthy on local rain levels partly by self-shading, sequester carbon & tolerate local pests.
- W5.2 **Increase pollinator and bird habitat with Native & Adapted plantings.** Focus on the endangered Rusty Patched bumble bee which is native to Iowa and one of the best pollinators. Select Native & Adapted plantings that provide high levels of nutrients. Consider ankle or knee high pollinator lawns. Include bird safe decals/frit (paint) patterns on window glass facing planted areas.
- W5.3 **Plan for an ongoing shift in the Hardiness Growing Zone.** The shift is predicted to continue (see the Energy + Mobility category for more on shifting temperatures). Select hardy perennials and trees for yards, streets, parks and natural areas that can tolerate the current weather, and warmer temperatures, longer dry spells and more pests as the Hardiness Zone continues to shift.
- W5.4 **Encourage more rainwater harvesting for irrigation and habitat areas.** Conduct how-to education events for the public/business.
- W5.5 **Reduce the use of pesticides & herbicides by growing Native & Adapted plants which** are typically more resistant to local pests allowing for an integrated pest management approach in yards + landscapes. Pesticides & herbicides are a recognized threat to drinking water, human health, wildlife diversity and pollinators.

Plan Drivers & Co-benefits



Logistics



Potential Partners & Stakeholders

City/CFU, Tallgrass Prairie Center, developers, building and homeowners, landowners, landscape contractors, nurseries,

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

E1 Action Set Residential Energy Efficiency

This Action Set identifies specific residential energy use reduction strategies championed by Cedar Falls Utilities (CFU). While CFU can champion the strategies, energy use reductions can only be achieved through communitywide participation.

Local Economy & Community

- 1 Local Business and Jobs
- 2 Business Talent and Local Amenities
- 3 Diversified Local Economy
- 4 Fair and Equitable Opportunity
- 5 Housing Options
- 6 Community Well-being

Weather & Nature

- 7 Extreme Weather Readiness
- 8 Extreme Rain Adaptation
- 9 Variation in Landscape and Habitat

Energy & Mobility

- 10 Diversified Renewable Energy
- 11 Pollution and Carbon Reductions
- 12 Mobility, Walkability and Bikeability

Champion Partners,

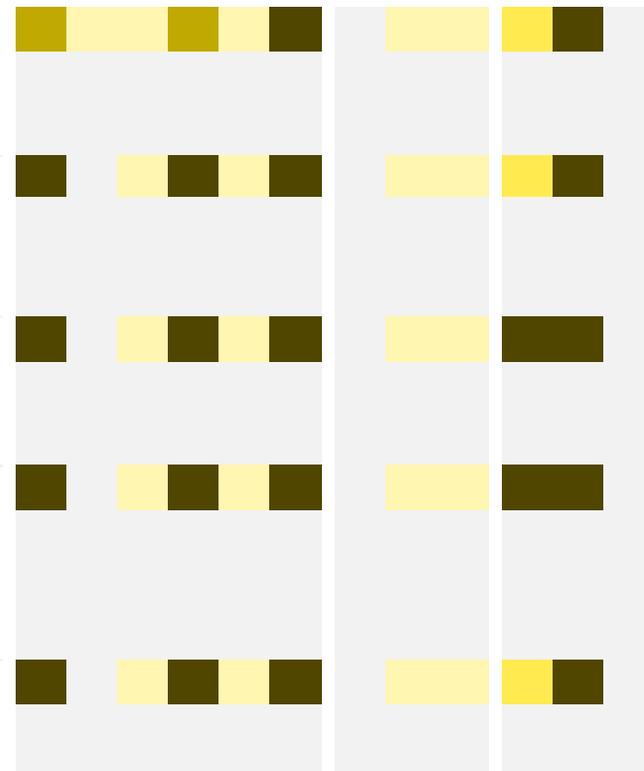
Item 9.

- A Champion - Individuals/Stakeholders
- B Champion - City
- C Champion - Cedar Falls Utilities
- D Time line
- E Investment
- F Value / Payback

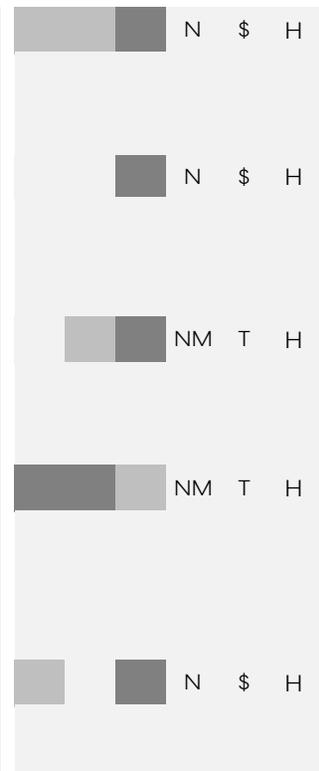
E1 Actions

- E1.1 **Continue voluntary energy use reduction programs for existing & new homes.** Anticipated Reductions are through CFU programs and community & non-profit campaigns.
- E1.2 **Continue voluntary energy audits.** CFU has an audit program that has successfully reached many homes. Use available energy use data to focus outreach about the program on homes with high-potential for efficiency improvements and implementation.
- E1.3 **Explore energy efficiency loan & community grant programs** by making them available to Cedar Falls residents. CFU is currently working with the IEDA on a PAYS program for statewide energy efficiency.
- E1.4 **Coordinate energy efficiency programs with the neighborhood revitalization efforts & Community Development Block Grants** for income qualified community members. Facilitate grants or low-cost loan supplements for existing & new workforce/essential housing providing funds to upgrade existing homes and new structures which will create jobs.
- E1.5 **Continue with Cedar Falls Utilities efficiency programs:** LED Lighting. Expand older home Weather Stripping, insulation and water efficiency efforts.

Plan Drivers & Co-benefits



Logistics



Potential Partners & Stakeholders

CFU/City, electrical/heating & cooling equipment suppliers & installers / builders, building supply/ hardware stores, home & apartment

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

E2 Action Set Commercial & Industrial Energy Efficiency

This Action Set identifies the specific energy use reduction strategies for commercial building and industrial facilities championed by Cedar Falls Utilities (CFU). While CFU can champion these strategies, energy use reductions can only be achieved through participation by Cedar Falls businesses and organizations.

Local Economy & Community

- 1 Local Business and Jobs
- 2 Business Talent and Local Amenities
- 3 Diversified Local Economy
- 4 Fair and Equitable Opportunity
- 5 Housing Options
- 6 Community Well-being

Weather & Nature

- 7 Extreme Weather Readiness
- 8 Extreme Rain Adaptation
- 9 Variation in Landscape and Habitat

Energy & Mobility

- 10 Diversified Renewable Energy
- 11 Pollution and Carbon Reductions
- 12 Mobility, Walkability and Bikeability

Champion Partners, Item 9.

- A Champion - Individuals/Stakeholders
- B Champion - City
- C Champion - Cedar Falls Utilities
- D Time line
- E Investment
- F Value / Payback

E2 Actions

- E2.1 **Voluntary energy use reduction for existing & new commercial and industrial buildings.** Anticipated reductions are through existing and future CFU Energy Efficiency programs.
- E2.2 **Execute energy efficiency actions for existing City & public facilities.** Cedar Falls Schools, City of Cedar Falls and CFU facility audits were completed in 2020 and results shared with the organizations to help focus improvement.
- E2.3 **Continue voluntary commercial building energy audits and energy modeling.** CFU is heavily focused on the institutional and business communities providing energy audits, numerous incentive programs and assessments of existing and new facilities.
- E2.4 **Continue voluntary energy audits for industrial facilities.** CFU is heavily focused on the industrial business community providing energy audits, numerous incentive programs and assessments of existing and new facilities.
- E2.5 **Support on-site renewable energy on existing & new public and private facilities.** CFU supports the installation and connecting of renewable generation systems to CFU's electric distribution system on institutional and commercial facilities. CFU is heavily involved in and is providing strong guidance for the design of the new high school and potential solar project on the school property.
- E2.6 **Support the installation and connecting of renewable generation systems to CFU's electric distribution system on industrial facilities.**

Plan Drivers & Co-benefits

1	2	3	4	5	6	7	8	9	10	11	12
■	■					■	■		■	■	■
■		■					■		■	■	■
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Logistics

A	B	C	D	E	F
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Potential Partners & Stakeholders

CFU/City, PV & electrical/heating & cooling equipment suppliers & installers / builders, building supply/ hardware stores, facility owners

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

■ Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

■ Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

■ Connects to this Plan Driver

■ Champion ■ Support

E3 Action Set Lower-Polluting Renewable Electricity

This Action Set identifies specific pollution reduction goals for Cedar Falls Utilities (CFU) provided electricity. The actions and strategies listed in this Action Set will be championed and implemented by CFU. Community actions and other opportunities for supporting pollution reductions are outlined in other portions of the plan.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 9.					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Plan Drivers & Co-benefits												Logistics					
Local Business and Jobs						Extreme Weather Readiness			Diversified Renewable Energy			Champion - Individuals/Stakeholders					
Business Talent and Local Amenities						Extreme Rain Adaptation			Pollution and Carbon Reductions			Champion - City					
Diversified Local Economy						Variation in Landscape and Habitat			Mobility, Walkability and Bikeability			Champion - Cedar Falls Utilities					
Fair and Equitable Opportunity												Time line					
Housing Options												Investment					
Community Well-being												Value / Payback					

E3 Actions

- E3.1 Community-wide pollution reductions from CFU provided electricity and natural gas:** From 2010 to 2030 reduce CO2e by 45%, NOx by 63% and SOx by 90%. Carbon Neutral by 2050. Achievement of carbon neutrality is heavily dependent on technology innovations in areas such as fuels, power generation and carbon removal. CFU's strategy will adapt based on future economics and evolving energy technology.
- E3.2 Support customer owned renewable resources.** CFU supports the installation and connecting of renewable generation systems to CFU's electric distribution system.
- E3.3 Evaluate increased market energy purchases to take advantage of Iowa's growing renewable resources.** The regional generation portfolio (MISO - Midcontinent Independent System Operator power grid) has an increasing amount of wind and solar. This lowers emissions in Cedar Falls when CFU purchases market energy. Wind has grown from 16% of the energy produced in Iowa in 2010 to 57% in 2021.
- E3.4 Evaluate low-emission, renewable generation supply and transmission options both locally and regionally.** Transmission capacity will be important to support the addition of more renewables and other low emission generation options in Iowa and the regional power grid (MISO - Midcontinent Independent System Operator power grid).
- E3.5 Continue to invest in the resiliency of CFU owned infrastructure.**

Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term L Long O On-going

CFU, electrical/heating & cooling equipment suppliers & installers / builders, building supply/ hardware stores, home & apartment owners

Directly Focused on this Plan Driver
 Supports this Plan Driver
 Connects to this Plan Driver
 Champion
 Support

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Value: M Med. H High HF Foundational

E4 Action Set Lower-Polluting Heating Energy

This Action Set identifies specific pollution reduction goals for Cedar Falls Utilities (CFU) provided electricity and natural gas used for heating energy. The actions and strategies listed in this Action Set will be championed and implemented by CFU. Community actions and other opportunities for supporting pollution reductions are outlined in other portions of the plan.

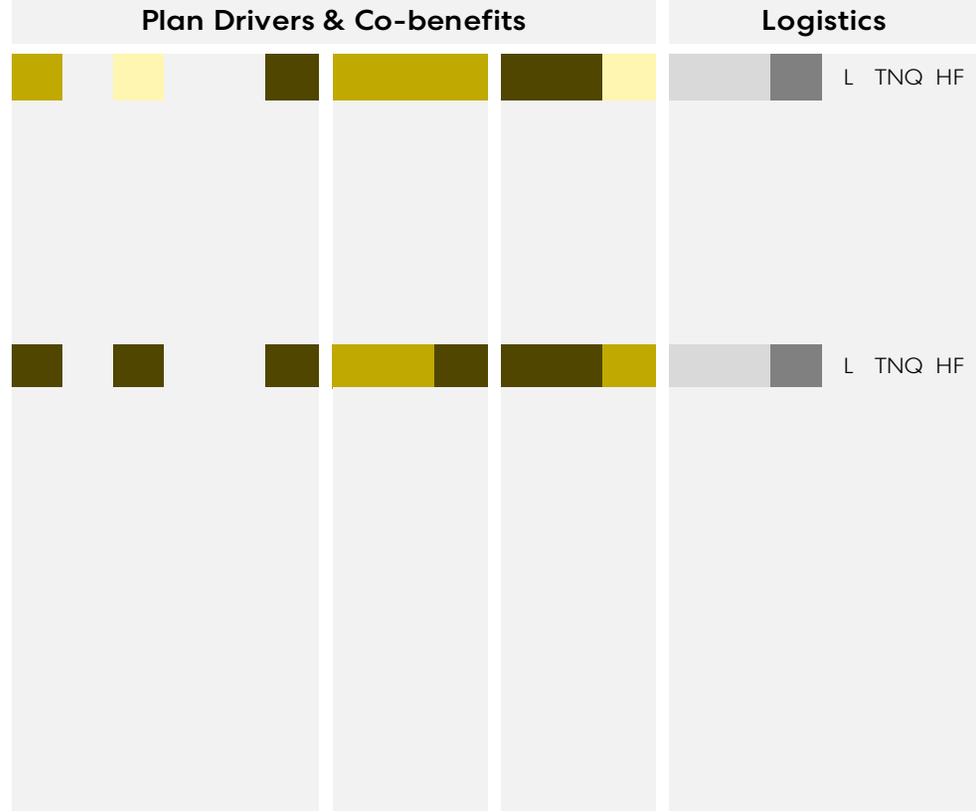
Local Economy & Community			Weather & Nature			Energy & Mobility			Champion Partners, Item 9.								
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

E4 Actions

E4.1 Community-wide pollution & carbon reductions from CFU provided electricity and natural gas:
From 2010 to 2030 reduce CO₂e by 45%, NO_x by 63% and SO_x by 90%. Carbon Neutral by 2050

Achievement of carbon neutrality is heavily dependent on technology innovations in areas such as fuels, power generation and carbon removal. CFU's strategy will adapt based on future economics and evolving energy technology.

E4.2 Pursue alternative natural gas options. Eliminating all use of liquid & gas fuels over the next 30 years is not considered feasible. Potential options include demand and energy reduction through efficiency, replacement of non-renewable liquid & gas fuels w/ renewable versions, electrification, carbon capture, sequestration and other resources and methods of attaining a carbon neutral community as may be developed in the next 30 years.



Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

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Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

E5 Action Set

Lower Polluting, Mobility Options

This Action Set identifies strategies for reducing pollution from transportation. Some strategies will be championed by Cedar Falls Utilities (CFU) and the City, while community members must champion others. Reducing pollution from transportation can only be achieved through participation by the Cedar Falls community, including individuals, businesses, and organizations.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, I					
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F

Item 9.

E5 Actions

- E5.1 Incrementally convert city and CFU fleet to hybrid electric or electric vehicles (EV's).** Converting fleets to EVs or other low emissions technologies can occur as the technology matures and becomes available in Iowa.
- E5.2 Promote voluntary use of hybrid electric & electric vehicles (EV's):** CFU supports customers who have adopted the use of EV's in Cedar Falls. CFU & the City have installed a L2 EV charger in Cedar Falls for public use. CFU encourages customers to join othe CFU EV community by registering their EV w/ CFU on the website.
- E5.3 Continue to support the EV Charging Station program** for businesses, institutions, commercial & residential users.
- E5.4 Continue to support electrification/low emission alternatives to ICE (internal combustion engines).**
- E5.5 Explore development of a local, rideshare co-op or private program** operating EV or hybrid electric vehicles providing subscription service for seniors and the disabled. Unsubscribed time can be used for on-demand service to all. Require commuter bike racks on all rideshare cars. Assist rideshare owner / drivers in identifying and securing grants or low-cost loans if needed for installing racks on their automobiles.
- E5.6 Complete the bike trail and commuter routes in Cedar Falls - refer to the Bike-Pedestrian Plan.** The existing Cedar Falls bike trail system is robust & offers the opportunity to improve mobility options for individuals in the community. A local rideshare co-op with commuter bike racks can help complete the bike trail / route systems as an alternative mobility choice.The result would be an even stronger amenity for the Cedar Falls community members and as a business talent attraction.

Plan Drivers & Co-benefits												Logistics					
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Potential Partners & Stakeholders

CFU/City, Auto & vehicle dealers, electrical suppliers suppliers & installers, solar PV suppliers/installers, home/facility owners,

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

[Dark Green] Directly Focused on this Plan Driver

[Yellow] Supports this Plan Driver

[Light Yellow] Connects to this Plan Driver T

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Value: M Med. H High HF Foundational

[Dark Grey] Champion [Light Grey] Support

NQ Not Quantifiable

E6 Action Set

Landfill Waste Reduction and Diversion

This Action Set identifies specific waste and recycling goals for the Cedar Falls community. The actions and strategies listed in this Action Set must be championed and implemented primarily by community members with support from the City.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 9.					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

E6 Actions

- E6.1 Pursue incremental advancement towards Zero Waste by 2070.**
Waste Reduction: 2030 2%, 2040 9%, 2050 18%
Recycling Rate: 2030 44%, 2040 72%, 2050 94%
- E6.2 Encourage development of the local circular economy.** Promote reuse/shared use opportunities:
- Tool rental and lending library
- Product repair shops,
- Resources that sell used products
- E6.3 Explore a voluntary curbside composting co-op** operated by local farmers for restaurants & residents:
Privately funded feasibility study: 2023
Pilots Program (if feasible): 2025
Expanded start-up (if feasible): 2027
- E6.4 Encourage a Consumer Campaign promoting voluntary plastic waste and waste use-reductions:**
Targets: 2030 15%, 2040 40%, 2050 75%

The timeline for Zero Waste extends beyond the 2050 goal for Carbon Neutral energy due to a lag in sustainable material technology and the way products designed compared to renewable energy and EV vehicle design.

Many products sit idle for most of their life. Cost of ownership and environmental impact can be reduced through sharing programs, rental options, and repair providing local jobs and business opportunities.

The co-op could pick-up easy to compost organic materials using an electric vehicle. Composting of bio-based plastics could start with operation of a pilot biomass reactor for renewable natural gas production in 2035 (see Action Set E5).

Expand local use of compostable bio-based plastic & natural fiber based food containers which could be substituted for feasibly non-recyclable items. Promote reusable bags (including veggies), bottles / containers and utensils.

Plan Drivers & Co-benefits

Logistics

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Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

CFU/City, Auto & vehicle dealers, electrical suppliers suppliers & installers, solar PV suppliers/installers, home/facility owners,

Directly Focused on this Plan Driver
 Supports this Plan Driver
 Connects to this Plan Driver
Investment: T Time \$ Low \$\$ Med. \$\$\$ High
Value: M Med. H High HF Foundational
 Champion Support

Appendix

CEDAR FALLS CARBON POLLUTION REDUCTION SCENARIO – SUPPORTING INFORMATION

May 3, 2021

Cedar Falls has developed a scenario outlining different strategies that can be leveraged to reduce carbon pollution between now and 2050. This scenario represents one potential pathway for Cedar Falls based on a set of community-specific assumptions developed through the resilience planning process. These assumptions will change over time as strategies are proven more or less effective due to shifting policies, market drivers, emerging technologies, and community needs. The scenario includes baseline data from 2014-2016, a "business-as-usual" trajectory through 2050, overall reduction targets for 2030, 2040, and 2050, and a series of reduction "wedges".

The baseline data reflects the results from the community-wide carbon pollution inventory, including emissions from activities occurring within the community such as building energy use, vehicle travel, and waste generation. The business-as-usual trajectory represents what could happen if the community grows in population as predicted while continuing to emit carbon at the same rates as in 2016.

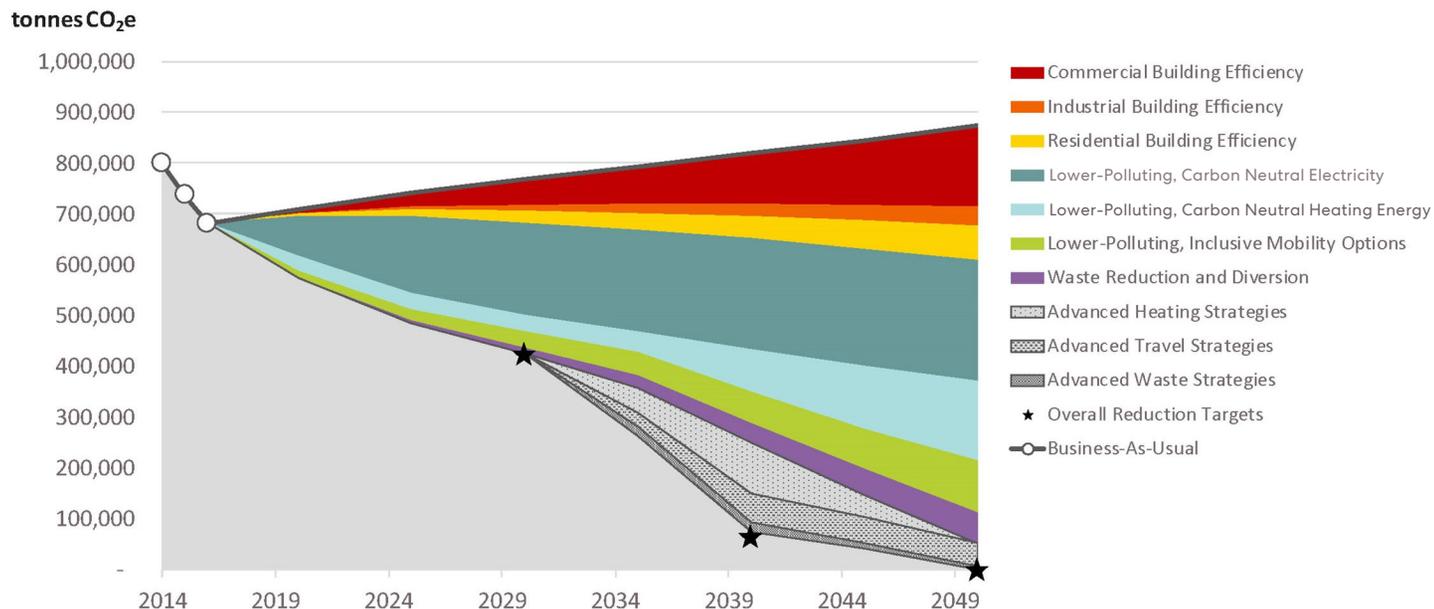
The overall reduction targets were established by the Cedar Falls resilience planning team to guide this exercise. The 2030 target was selected based on established technologies and reduction techniques to be both meaningful and achievable. The 2040 and 2050 targets are based on per capita carbon budgets calculated using the goals established by an international organization of scientists representing 195 member countries (including the United States) through an open and transparent review of the thousands of scientific papers published each year on the topic (IPCC 1.5 Report). The overall reduction targets for Cedar Falls equate to a 42% reduction from 2015 levels by 2030, a 91% reduction by 2040, and net-zero carbon by 2050.

The reduction wedges represent one potential pathway to close the gap between the business-as-usual trajectory and the overall reduction targets. They reflect a series of carbon pollution reduction strategies developed with input from Cedar Falls' stakeholders and community members, accounting for:

- Existing policies, such as building energy codes and federal vehicle fuel economy standards;
- Established goals, such as Cedar Falls Utilities goals to reduce their carbon emissions 45% from 2010 levels by 2030 and achieve carbon-neutrality by 2050;
- Anticipated market trends – such as an increase in electric vehicles – adjusted based on feedback from the community; and
- Potential reduction strategies developed through the resilience planning effort, such as exploring renewable natural gas and diverting waste from the landfill. These strategies are reflected in the action sets for the community laid out in this plan.

While established technologies and reduction techniques are anticipated to make significant progress toward these long-term goals in Cedar Falls, the final portion - represented by the "Advanced Strategies" - are dependent on emerging technologies and techniques, likely including a combination of additional carbon pollution reduction plus carbon removal from the atmosphere and sequestration.

Figure 1: Cedar Falls Carbon Reduction Scenario



Participation rates in each reduction strategy:

Commercial Energy Efficiency		2030	2040	2050	Assumptions/Context:
New Building Efficiency	Percentage of energy saved by the specified year in new buildings compared to efficiency levels required by the energy code	5%	7%	9%	<ul style="list-style-type: none"> • Updates to Iowa’s Commercial Energy Code (currently 2012 IECC with amendments) are assumed to be adopted every six years and energy efficiency advancements in future IECC code versions are assumed to continue based on historical trends. • New buildings can be incentivized to achieve beyond-code energy savings through market pressure or by participating in programs offered by Cedar Falls Utilities.
Existing Building Efficiency	Percentage of energy saved by the specified year in existing commercial buildings compared to the business-as-usual scenario due to energy efficiency program participation	5%	7%	9%	<ul style="list-style-type: none"> • Cedar Falls Utilities offers energy efficiency programs to help customers reduce their energy consumption. From 2010-2019, savings from these programs ranged from 0.295% to 1.819% of total electricity sales and from 0.285% to 0.642% of total natural gas sales. • Through 2030, CFU aims for these programs to result in new annual electricity savings equal to 0.635% of total sales and new annual natural gas savings equal to 0.370% of total sales. Savings from energy efficiency programs are assumed to be persistent over time. For example, installing a high-efficiency lightbulb will achieve savings over the lifetime of the bulb, not just in the first year. These targeted savings rates are applied equally across building sectors and are cut in half for the years 2031-2050, assuming that much of the market will have already been saturated. • Responses to a public survey showed that 71% of the 261 respondents would be interested in an energy or water audit for their home, business, or institution to identify savings opportunities.

Industrial Energy Efficiency		2030	2040	2050	Assumptions/Context:
New Building Efficiency	Percentage of energy saved by the specified year in new buildings compared to efficiency levels required by the energy code	5%	7%	9%	<ul style="list-style-type: none"> Updates to Iowa's Commercial Energy Code (currently 2012 IECC with amendments) are assumed to be adopted every six years and energy efficiency advancements in future IECC code versions are assumed to continue based on historical trends. New buildings can be incentivized to achieve beyond-code energy savings through market pressure or by participating in programs offered by Cedar Falls Utilities.
Existing Building/Process Efficiency	Percentage of energy saved by the specified year in existing industrial buildings compared to the business-as-usual scenario due to energy efficiency program participation	5%	7%	9%	<ul style="list-style-type: none"> Cedar Falls Utilities offers energy efficiency programs to help customers reduce their energy consumption. From 2010-2019, savings from these programs ranged from 0.295% to 1.819% of total electricity sales and from 0.285% to 0.642% of total natural gas sales. Through 2030, CFU aims for these programs to result in new annual electricity savings equal to 0.635% of total sales and new annual natural gas savings equal to 0.370% of total sales. Savings from energy efficiency programs are assumed to be persistent over time. For example, installing a high-efficiency lightbulb will achieve savings over the lifetime of the bulb, not just in the first year. These targeted savings rates are applied equally across building sectors and are cut in half for the years 2031-2050, assuming that much of the market will have already been saturated. Responses to a public survey showed that 71% of the 261 respondents would be interested in an energy or water audit for their home, business, or institution to identify savings opportunities.

Residential Energy Efficiency		2030	2040	2050	Assumptions/Context:
New Building Efficiency	Percentage of energy saved by the specified year in new homes compared to efficiency levels required by the energy code	5%	7%	8%	<ul style="list-style-type: none"> Updates to Iowa's Residential Energy Code (currently 2012 IECC with amendments) are assumed to be adopted every six years and energy efficiency advancements in future IECC code versions are assumed to continue based on historical trends. New homes can be incentivized to achieve beyond-code energy savings through market pressure or by participating in programs offered by Cedar Falls Utilities.
Existing Building Efficiency	Percentage of energy saved by the specified year in existing homes compared to the business-as-usual scenario due to energy efficiency program participation	5%	7%	8%	<ul style="list-style-type: none"> Cedar Falls Utilities offers energy efficiency programs to help customers reduce their energy consumption. From 2010-2019, savings from these programs ranged from 0.295% to 1.819% of total electricity sales and from 0.285% to 0.642% of total natural gas sales. Through 2030, CFU aims for these programs to result in new annual electricity savings equal to 0.635% of total sales and new annual natural gas savings equal to 0.370% of total sales. Savings from energy efficiency programs are assumed to be persistent over time. For example, installing a high-efficiency lightbulb will achieve savings over the lifetime of the bulb, not just in the first year. These targeted savings rates are applied equally across building sectors and are cut in half for the years 2031-2050, assuming that much of the market will have already been saturated. Responses to a public survey showed that 71% of the 261 respondents would be interested in an energy or water audit for their home, business, or institution to identify savings opportunities.

Lower-Polluting, Carbon Neutral Electricity		2030	2040	2050	Assumptions/Context:
Cleaner Electricity Grid	Percentage reduction in CO2e emissions per kWh of electricity from 2010	70%	85%	100%	<ul style="list-style-type: none"> CFU has a goal of reducing emissions 45% from 2010 levels by 2030 and reaching carbon neutral electricity generation by 2050. Based on a significant increase in renewables to the Iowa grid, CFU anticipates that a 70% reduction in their electricity emissions rate from 2010 levels is possible by 2030. For 2031-2050, the emissions factor for electricity follows a linear trajectory to CFU's goal of carbon neutrality by 2050.
Local Renewable Electricity	Local renewable electricity generation (MW) in the specified year	1.8 MW	2.9 MW	4.1 MW	<ul style="list-style-type: none"> In 2019, 0.07% of total community electricity was produced by customer-owned wind and solar resources (approximately 300 kW of capacity). CFU provided estimates for customer-owned renewable generation through 2030 (approximately 1.8 MW of capacity). A linear forecast was used to extend this out to 2050, which would require approximately 4.1 MW of capacity. Installing solar on all buildings in Cedar Falls with adequate roof space and solar access would result in an estimated 224 MW of total solar capacity.¹ This would produce enough electricity to meet nearly half of the community's total. Over 20 rooftops in the city have the capacity to host 1 MW+ of solar each. Responses to a public survey showed that – depending on the cost implications – 78% of the 260 respondents would be interested in subscribing to a local community solar power program for their home, business, or institution.
Lower-Polluting, Carbon Neutral Heating Energy		2030	2040	2050	Assumptions/Context:
Reduce Coal Use	Percentage of baseline (2016) coal use that is transitioned to natural gas by the specified year	90%	99%	99%	<ul style="list-style-type: none"> This strategy assumes by 2040, coal, coke, and fuel oil are reserved for emergency use only.
Alternative Natural Gas	Percentage of business-as-usual natural gas that is replaced with alternative natural gas in the specified year	0%	33%	100%	<ul style="list-style-type: none"> This strategy models a tiered approach to adding alternative natural gas fuels for Cedar Falls that are carbon neutral. The scenario assumes the transition to alternative fuels occurs incrementally working up to full capacity by 2050. Alternative fuels are assumed to be carbon neutral. This will require careful design and management.
Commercial Electric Heating	Percentage of commercial buildings that use electricity for space and water heating by the specified year	10%	30%	42%	<ul style="list-style-type: none"> Electric heating rates are based on a medium-electrification scenario based on NREL's Electrification Futures Study.²
Residential Electric Heating	Percentage of homes that use electricity for space and water heating by the specified year	25%	44%	56%	<ul style="list-style-type: none"> Electric heating rates are based on a medium-electrification scenario based on NREL's Electrification Futures Study.³

¹ Project Sunroof data explorer, Cedar Falls (November 2018).

² E3 Pathways model for Xcel Energy's Upper Midwest Energy Plan (October 2018), available from [Xcel Energy](#).

³ Ibid.

Lower-Polluting, Inclusive Mobility Options 2030 2040 2050 **Assumptions/Context:**

Inclusive Mobility Options	Percentage reduction from baseline (2016) vehicle miles traveled (VMT) per resident due to increased walking, biking, transit ridership, telecommuting, ride-sharing, and trip efficiency	9%	10%	12%
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- In 2019, an average of 15.9 miles were driven daily per person in Cedar Falls - 4% less than the community's 2010 average.¹ As a whole, the city is bikeable yet car-dependent, with minimal transit.² The table below shows how Cedar Falls compares to other Iowa cities.

City	2019 average daily vehicle miles traveled per person	% difference from Cedar Falls	Walkscore (1-100)	Bikescor e (1-100)
Waterloo	21.2	+33%	37	48
Dubuque	17.7	+11%	40	34
Cedar Falls	15.9	0%	38	57
Mason City	14.9	-6%	38	54
Iowa City	13.2	-17%	44	64
Ames	9.9	-38%	43	68

- In 2018, most Cedar Falls' commuters (81%) reported driving alone to work most of the time, with 8% walking, 5% carpooling, 4% working from home, 1% biking, and less than 1% using public transportation.³
- Nearly two-thirds of the 252 respondents to a public survey reported being interested in increased walking and biking as personal mobility options. Increased public transit and increased telecommuting were each of interest to about a quarter of the respondents, while car-sharing appealed to less than 10%.
- Responses to a public survey revealed a wide range of opinions regarding community-wide goals for reducing vehicle travel, with common themes that mode of transportation should continue to be a personal choice and that the City can help improve mobility and livability by improving the community's walkability and bikeability. Travel distance and weather were identified as top barriers to walkability and bikeability. Overall, slightly more people (100) responded that vehicle travel should decrease than stay the same or increase (93).
- The vehicle travel reduction shown here is based on a modest, but lasting trend toward telecommuting post-coronavirus as well as long-term enhancements to the regional bicycle and pedestrian infrastructure network and improvements in rideshare capacity.

Fuel Economy	Percentage reduction from baseline (2016) in average fuel consumed per mile traveled by gasoline light-duty vehicles driving within the community	16%	22%	25%
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- The existing CAFE standards for new vehicles will be met through 2026.⁴ In the absence of additional regulation, new vehicle fuel economy is assumed to remain constant from 2026-2050.
- New vehicle purchases in Cedar Falls align with national trends – approximately 5% per year.⁵

					<ul style="list-style-type: none"> The breakdown between passenger cars and light trucks (including SUVs) aligns with national trends. By 2030, 75% of light vehicle purchases are forecasted to be trucks and SUVs.⁶
Electric Vehicles	Percentage of light-duty vehicles that drive within City boundaries that are electric by the specified year	9%	31%	64%	<ul style="list-style-type: none"> EV penetration rates are based on global forecasts.⁷ Nearly 30% of the 252 respondents to a public survey reported being interested in electric vehicles as a personal mobility option. Responses to a public survey suggest that Cedar Falls should target EV adoption in line or slower than national trends, and noted mileage range, availability of charging infrastructure, and initial vehicle costs as the primary barriers to EV adoption.
	Percentage of heavy-duty vehicles that drive within City boundaries that are electric by the specified year	2%	6%	12%	<ul style="list-style-type: none"> In 2018, Iowa was ranked among the top ten best states for EV ownership due to factors such as number of charging stations, high year-over-year increase in EV sales, and fuel costs.⁸

¹ Iowa Department of Transportation, [Vehicle Miles Traveled](#).

² [Walk Score](#), a national scoring system that evaluates walkable and bikeable routes to nearby amenities. Scores range from 0-100, where 0 is completely car dependent and 100 is a walker/biker's paradise.

³ U.S. Census, 2018 American Community Survey 5-Year Estimates Subject Tables for Cedar Falls, "[Commuting Characteristics by Sex](#)."

⁴ Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule. NHTSA and EPA finalized CAFE and carbon dioxide emissions standards for vehicle model years 2021-2026 on March 31, 2020, regulating how far new vehicles must travel on a gallon of fuel. Per [EPA](#), a 20% reduction from CAFE Standards is assumed based on real-world driving conditions (city vs. highway driving, weather conditions, driver acceleration, air conditioning use). CAFE Standards vary based on vehicle footprint. In the absence of detailed information regarding vehicle sales by footprint size, CAFE Standards for cars with a footprint of 49 sf and trucks with a footprint of 54 sf were used. These represent midpoints in the size ranges.

⁵ Transportation Energy Data Book Edition 38.1 (2020), Oak Ridge National Laboratory. The historic (1970-2018) annual new vehicle purchase rate is calculated by dividing the new car and light truck purchases (Table 3.5 New Retail Vehicle Sales) by the total light duty vehicle registrations (Table 4.3 Summary Statistics for Light Vehicles). The purchase rate has been decreasing since 1970, and a linear forecast is used to predict purchase rates for the years 2020-2030. Rates are assumed to hold constant from 2030-2050.

⁶ Transportation Energy Data Book Edition 38.1 (2020), Oak Ridge National Laboratory, Table 4.7 New Retail Sales of Trucks 10,000 Pounds GVW and Less in the United States. The percentage of light vehicle sales that are light trucks (vs. cars) has grown significantly since 1970. A linear forecast is used to predict rates for the years 2020-2030. Rates are assumed to hold constant from 2030-2050.

⁷ BloombergNEF, [Electric Vehicle Outlook 2020](#).

⁸ YourMechanic.com, "[Which States Love Electric Vehicles the Most?](#)", October 3, 2018.

Waste		2030	2040	2050	Assumptions/Context:
Waste Reduction	Percentage reduction in municipal solid waste per capita by the specified year from 2016 baseline	2%	9%	18%	<ul style="list-style-type: none"> Iowa has a statewide 50% waste diversion goal from 1988 through source reduction and recycling.¹ This is being met by Black Hawk County. Cedar Falls sends 5.5-6.5 pounds to the landfill per person per day. The 2017 U.S. daily average waste generation per person is 4.5 lbs and the worldwide average is 1.6 lbs.² Iowa's current waste stream is estimated to be 33% recyclable, 31% compostable, 29% non-marketable, and 7% reusable.³ Cedar Falls currently offers unit-based pricing to incentivize waste reduction. Several local organizations support waste reduction, material reuse, and manufacturing innovation, including the Iowa Department of Natural Resources' Iowa Waste Exchange (IWE) and the Iowa Waste Reduction Center (IWRC) at the University of Northern Iowa. This strategy models a pathway to zero waste by 2070, with the following milestones: <ul style="list-style-type: none"> Single-use plastic is reduced by 15% by 2030, 40% by 2040, and 75% by 2050. 75% of materials and products that are currently considered "non-marketable" waste has been redesigned to be compostable, recyclable, or reusable by 2050. All reusables are removed from the waste stream by 2050.
Recycling	Percentage of municipal solid waste that is recycled (including organics recycling) in the specified year	44%	72%	94%	<ul style="list-style-type: none"> Based on national averages, 32% of the city's waste is currently estimated to be recycled or composted.⁴ This strategy models a pathway to zero waste by 2070, with the following milestones: <ul style="list-style-type: none"> 75% of materials and products that are currently considered "non-marketable" waste has been redesigned to be compostable, recyclable, or reusable by 2050. All organics are recycled by 2040. All recyclables are recycled by 2050

¹ 567 IAC Chapter 101.6

² U.S. average from the U.S. Environmental Protection Agency, [National Overview](#), accessed August 13, 2020.

³ SCS Engineers, "[2017 Iowa Statewide Waste Characterization Study](#)," prepared for the Iowa Department of Natural Resources, December 28, 2017.

⁴ U.S. Environmental Protection Agency, [Advanced Sustainable Materials Management "2018 Facts and Figures Fact Sheet."](#)



Cedar Falls

Resilience Plan

Commitment & Creativity for a Better Tomorrow
May 18, 2022



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 9, 2022
SUBJECT: FY2023 Cash Management Report

Attached is the FY2023 Cash Management Report, which was presented to the Council at Administrative Committee on June 6, 2022. The Council recommended the FY2023 Cash Management report be received, filed and approved at the June 20, 2022 Council Meeting.

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

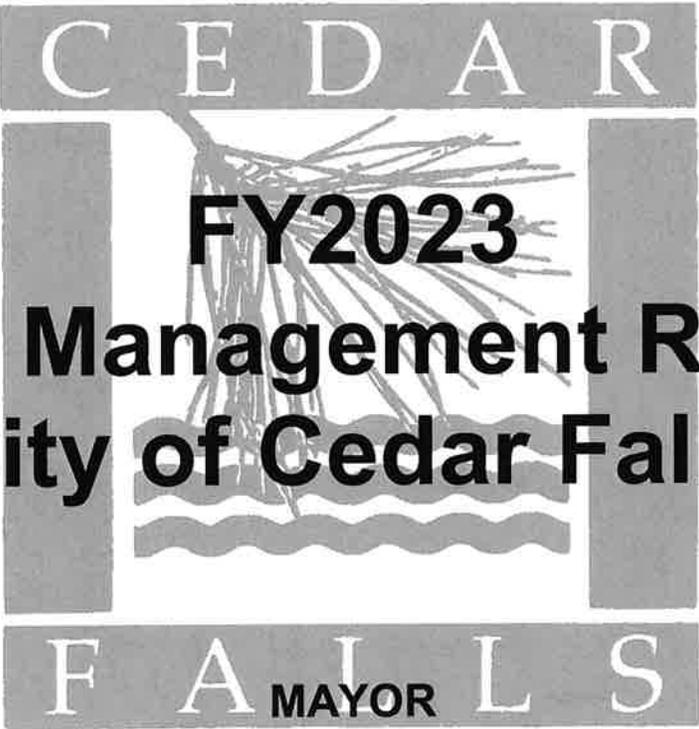
cc: Jennifer Rodenbeck, Director of Finance & Business Operations



City of Cedar Falls, Iowa

FY2023 Cash Management Report

Prepared by Finance and Business Operations



CEDAR
FY2023
Cash Management Report
City of Cedar Falls
FALLS

MAYOR

Rob Green

Iowa
CITY COUNCIL

Susan deBuhr
Daryl Kruse

Dave Sires
Kelly Dunn
Dustin Ganfield

Gil Schultz
Simon Harding

Prepared by Finance and Business Operations

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DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

May 25, 2022

Honorable Mayor and City Council
 Cedar Falls, IA 50613

Dear Mayor & Council:

The Department of Finance & Business Operations is pleased to present to the Mayor and City Council the FY23 Cash Management Report. The City's Cash Management Program is in its thirty-fourth year, and has been successful in maximizing interest earnings even in the times of fluctuating rates. The program is submitted to the City Council for its review in June of each year. We purposely delay submission of the plan until late in the fiscal year to have available the most current expenditure and revenue data. The program generated interest income of \$2,976,690 in FY20, \$1,258,077 in FY21 and we are projecting \$295,706 in FY22.

This past year was a challenging year on many levels; one of the challenges was the rate of return on investments. Interest rates saw a significant drop in FY21, and this continued in to the first half of FY22. We currently have three liquid money market accounts. We earn .15% at Lincoln Savings Bank money market, .01% at the Wells Fargo money market and .05% at Collins Community Credit Union money market. We earn 1.77% on our checking account balance at Farmers State Bank. The balance in our checking account and money market accounts are \$86,526,652. The weighted average rate of return on the City's CD's has increased to 0.85% for FY22 compared to 0.37% for FY21 (1.86% for FY20). The City continues to watch interest rates closely and try to maximum interest as best that we can in the current market situation.

Investments made over the years have had maturity dates of no more than one year in the future to avoid locking in low rates for long periods of time. We recommend that this practice continue in FY23. In addition, we recommend that the current investment strategy of having a portion of investments come due each month and distributing funds to various institutions continues. This provides flexibility for cash flow and principal protection, but also provides a "laddering" approach to investments to ride the highs and lows of interest rates. Short-term excess funds are pooled with our interest bearing checking account and money market accounts. This has generated an additional \$191,252 in interest income through April for FY22.

The coronavirus pandemic has caused an economic slow-down for over two years. As mentioned earlier, the City has seen challenges brought on by the pandemic, which may

impact financial reports. The City initially saw reductions to tax based revenues such as Hotel Motel tax. But in recent quarters we have seen a rebound in this revenue stream. Under the American Rescue Plan Act the City has received its first tranche of Coronavirus State and Local Fiscal Recovery Funds, which will be used towards stormwater & sewer projects in the CIP.

Cash management is an all-encompassing program that addresses the following policy areas:

I. Investments

When making investment decisions, projected cash balances, expected revenues and expenditures and projected interest rates are all utilized. On June 30, 2022, the Department will invest \$8,000,000. This figure does not include the \$40,000,000 that is currently invested in certificates of deposit that mature subsequent to June 30, 2022. These investments added to the amount to be reinvested at the beginning of the fiscal year will total \$48,000,000 for FY23. The City Council's current investment policy allows idle cash to be invested in any financial institution that insures the safety of the investment while maximizing interest earnings.

Also in the past, most of the investments matured at the end of the fiscal year. Current practice staggers the maturity dates throughout the year. This allows funds approximately equal to one month's expenses to be readily available. It also provides the opportunity to take advantage of interest rates throughout the year versus the rates at one point in time at the end of the fiscal year.

Attached are graphs and charts depicting projected FY23 fund balances (p. 6-25), and investments (p. 30), FY22 securities (p. 29), interest earnings (p. 27-28) and FY22 actual fund balances compared to projected (p. 32-41).

II. Operating Reserves

To keep property and casualty premiums from escalating beyond control, the City maintains a self-insured retention fund in its workers compensation, general liability, auto liability, long-term disability insurance programs, severance, health insurance, and payroll funds.

For the past thirty-four years the City has been accumulating operating reserves for these programs, and the reserves currently stand at over \$8,151,168. However, these reserves will need to be closely monitored due to the volatile nature of health insurance costs and liability insurance premiums.

III. Bond Sales

In June 2020 the City was upgraded from Aa1 to Aaa rating on our General Obligation Debt. The City was upgraded to Aaa because its strong financial performance has resulted in very robust operating fund balances and cash.

In the past we have funded large sewer capital improvement projects with general obligation bonds, revenue bond or the State Revolving Fund, however it makes more economical sense for the City to loan itself the money. This especially made sense when we were in the economy of extremely low interest rates and more importantly that we were in an economy where we are not able to invest our reserve funds due to

the lack of interest by local financial institutions. In 2012, we were able to loan the Sewer Fund money for the Disinfection Project, since it is an enterprise fund and the loan repayment will be made by user fees. The project is being cash flowed by the Capital Projects Fund and the Health Trust Fund. In the current economy of lower rates on long-term borrowing, we are currently using bonding again for sewer projects. In May 2012, the formal loan documents were approved by City Council. Effective June 2021 the fair market rate was decreased from 2.8% to 1.5%. This loan has also been setup as "callable", similar to other Capital Loan Notes.

In July 2022 the City will sell general obligation debt of \$4,500,000 to finance various projects on the Capital Improvement Plan (CIP). The City continues to coordinate the sale of bonds with Cedar Falls Utilities and their financing needs.

IV. Local Option Sales Tax

Attached is a schedule of total revenues and expenditures (p. 43) under the street repair program. The City has received \$119,640,950 in local option sales tax revenues since its inception. In addition, the fund completely cash flows itself.

V. Excess Pension Funds

Attached is a schedule of investments in the excess pension fund and annual earnings on those investments (p. 45). Maturity dates for the excess pension investments vary from 2022 to 2023. Even though interest rates on these securities are still relatively high, the City's contribution to the police and fire retirement system has been subsidized by property taxes for the past twenty-six years. Property taxes in the amount of \$1,136,090 will be levied in FY23 to subsidize the projected FY23 interest income to cover the increasing costs in retirement wages.

VI. Hospital

On December 30, 1996, the City sold fixed assets totaling \$2,330,000 in the transfer of Sartori Hospital to Covenant Health Systems. Since that date, the City also has received approximately \$6 million for the sale of inventory, the closing of cash accounts, and the collection of accounts receivable which were all part of Sartori's assets as of December 30, 1996. These proceeds are held in a separate fund in the City's financial records. The fund has grown to over \$17 million. Currently, the City has cash totaling \$11,000,000, which is restricted in a separate fund on the City's financial records. In FY22 these restricted assets will generate approximately \$61,804 in interest income. This fund has loaned the Sewer Fund money to finance large projects as described above. This has allowed this fund to earn a fair interest rate and allowed the Sewer Fund to have lower interest costs.

VII. Capital Expenditures

The Cash Management Program was founded on the premise that strict spending controls are adhered to by all departments. City revenue receipts have numerous peaks and valleys associated with the funds that are on hand at any one time during the fiscal year. A concerted effort is made to limit major capital expenditures to those months when revenues are high. Typically, these months are October/November and May/June. The Department Directors are involved in this scheduling process and are fully aware that purchases must be timed with full adherence to the schedule unless

there is an unforeseen emergency. Attached is the schedule of Capital expenditures and graphs of projected revenues and expenditures for FY23 (p. 50-63).

VIII. Vehicle Maintenance

The Vehicle Replacement Program is in its thirty-second year. Departments have been able to extend replacement by stretching the useful life of vehicles longer than projected rather than budget replacement on the assumption the vehicle will fail.

The list of specific vehicle replacements for FY22 and FY23 has been included on p. 66-67. The City management staff makes a concerted effort to delay vehicle purchases until late in the fiscal year for cash flow purposes and to determine exactly which vehicles must be replaced.

IX. General Fund

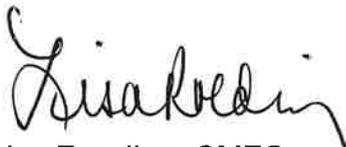
A 20% balance in the General Fund is essential for cashflow purposes. Special attention will continue to be given in FY23 to this issue due to the continuation of the residential rollback, the commercial and multi-residential property rollback, the new property tax legislation on the loss of backfill, and the current national and local economy. The City Council is aware of this problem and will continue to address long-term employment and operational solutions in FY23.

The City Council is involved in the cashflow process at four stages. The first stage is the approval of the City's five year Capital Improvements Program, the second is the approval of the annual operating budget, the third step is the approval of the Appropriations Resolution, and the fourth step is the review of the City's Cash Management Program by the Administration Committee.

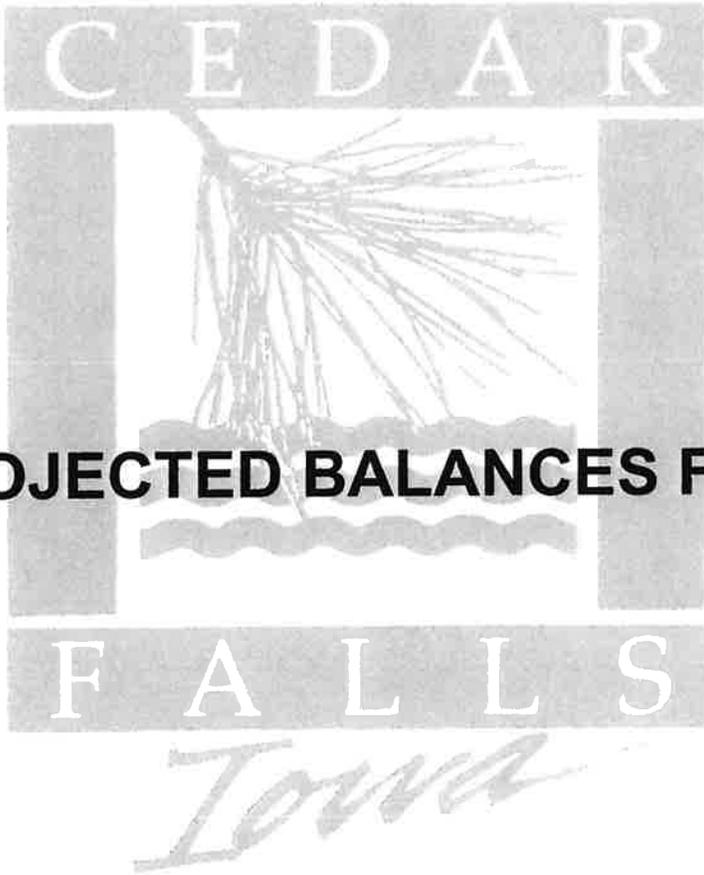
We recommend that the Administration Committee review the FY23 Cash Management Plan so that we may continue the current investment process. Please bear in mind that this is only the investment of cash reserves not expected to be needed for cash flow purposes in FY23. There will be additional investments of short-term idle cash reserves during peak revenue periods since it is our policy to invest 100% of all idle funds.

I want to acknowledge Cathy Niebergall of the Financial Services Division for helping prepare and compile this report. If you have any questions regarding this report or the cash management program, please feel free to contact me.

Sincerely,



Lisa Roeding, CMFO
Controller/City Treasurer



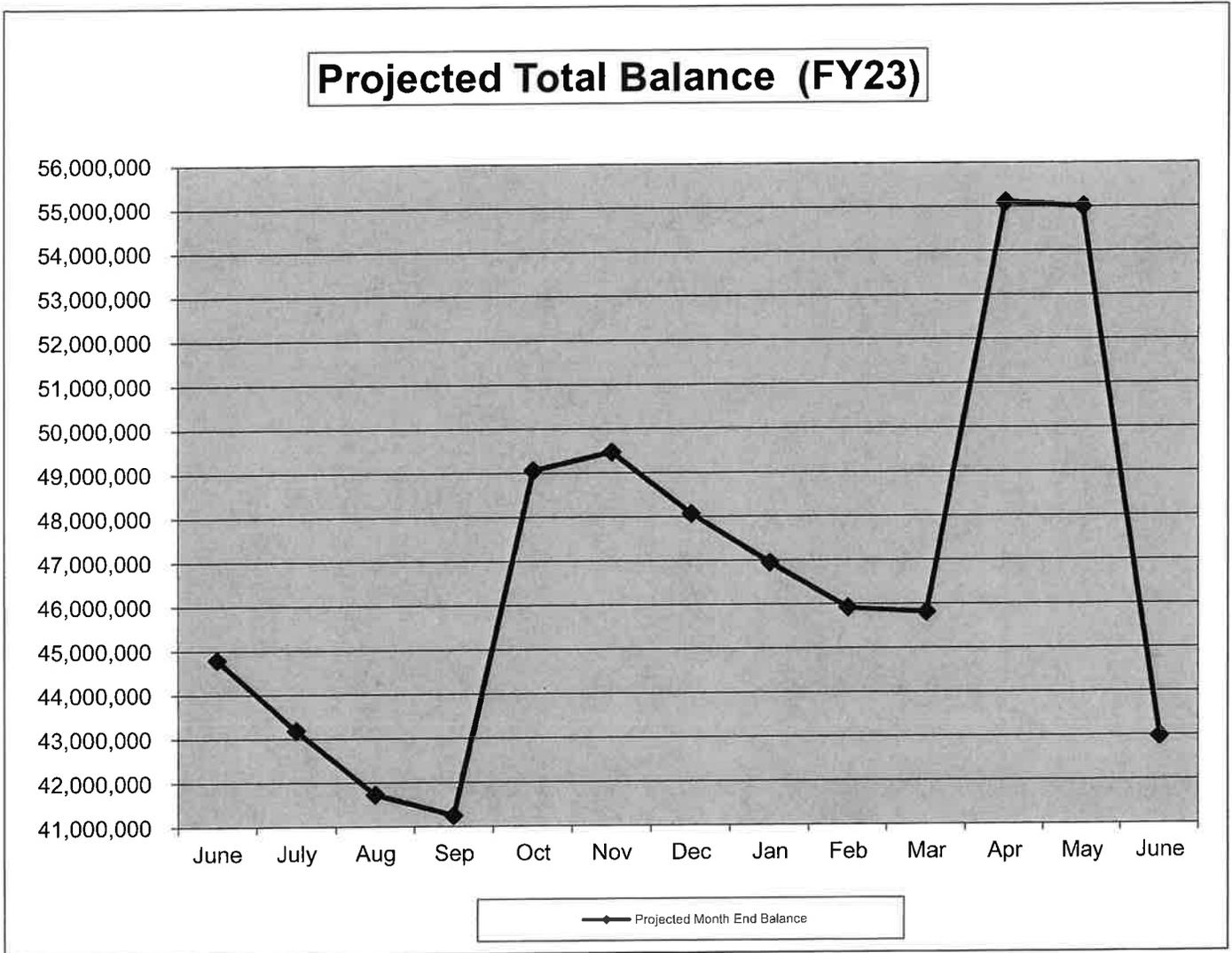
PROJECTED BALANCES FY23

**PROJECTED CASHFLOW
City of Cedar Falls
FY23**

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
TOTAL BALANCE: (Beginning of Month)	\$44,794,596	\$43,183,745	\$41,723,445	\$41,244,843	\$49,062,587	\$49,471,081	\$48,072,664	\$46,949,522	\$45,919,156	\$45,813,581	\$55,092,305	\$54,995,891	
Projected Revenues:													
General Fund	727,398	737,446	1,185,160	8,116,466	1,788,689	1,203,630	705,777	665,877	1,706,367	8,745,784	1,990,355	2,129,470	29,702,431
Street Construction	585,464	412,121	558,055	406,428	381,209	414,634	445,614	389,919	197,063	649,238	353,851	356,593	5,160,189
Debt Service	21,977	28,548	87,373	1,756,222	537,513	221,858	30,195	23,174	172,944	1,810,957	245,837	2,146,611	7,083,209
Refuse	271,047	389,447	246,598	266,019	236,645	289,116	291,643	222,522	223,186	257,709	249,033	539,323	3,504,296
Sewer Rental	629,271	701,598	606,483	792,049	630,368	746,232	624,897	654,623	660,056	682,787	676,361	696,275	8,103,000
Storm Water	69,504	70,065	69,278	87,360	75,823	260,739	68,169	68,351	70,941	71,278	101,254	68,239	1,081,000
Cable TV	134,834	5,311	1,727	90,702	45,474	1,325	42,656	88,550	3,649	45,440	72,745	4,087	536,500
Parking	15,920	12,965	17,138	17,812	19,619	17,981	15,509	19,831	25,994	14,829	10,767	14,735	203,001
Vehicle Maintenance	163,750	169,482	265,900	164,729	163,185	165,234	176,988	184,421	169,731	163,142	162,489	164,959	2,134,010
Total Revenues:	2,619,066	2,526,984	3,057,710	11,719,787	3,888,536	3,320,751	2,401,447	2,317,267	3,229,942	12,441,164	3,862,693	6,122,292	57,607,639
AMOUNT AVAILABLE:	\$47,413,662	\$45,710,729	\$44,781,155	\$52,964,631	\$52,951,122	\$52,791,831	\$50,474,111	\$49,266,789	\$49,149,099	\$58,254,745	\$58,954,998	\$61,116,183	

Projected Expenditures:													
General Fund	2,635,687	2,516,418	1,869,455	2,188,050	1,888,315	2,504,826	2,055,408	1,952,630	1,810,272	1,896,882	2,092,188	6,292,298	29,702,430
Street Construction	563,997	536,432	438,984	499,401	513,316	789,979	497,262	521,524	610,162	409,866	894,737	902,868	7,178,528
Debt Service	0	0	0	0	0	372,891	0	0	0	205	0	6,710,114	7,083,210
Refuse	315,900	241,742	345,255	254,037	247,055	316,601	293,315	232,365	227,858	253,526	240,135	549,079	3,516,870
Sewer Rental	350,152	306,086	376,267	415,448	257,374	266,550	320,295	251,353	301,495	284,155	285,766	2,952,161	6,369,102
Storm Water	89,938	99,229	96,368	260,808	298,934	180,883	137,175	80,272	112,778	55,539	197,110	304,586	1,913,620
Cable TV	66,058	41,191	46,145	47,008	38,449	53,507	44,977	47,073	34,660	33,569	60,775	181,317	694,730
Parking	33,110	30,618	27,760	30,121	29,358	40,315	28,871	56,173	34,888	31,495	25,107	61,467	429,280
Vehicle Maintenance	175,075	215,567	334,078	207,172	207,241	193,615	147,287	206,243	203,404	197,204	163,289	183,836	2,434,011
Total Expenditures:	4,229,917	3,987,284	3,536,311	3,902,044	3,480,042	4,719,167	3,524,590	3,347,633	3,335,517	3,162,440	3,959,106	18,137,725	59,321,760
TOTAL BALANCE: (End of Month)	\$43,183,745	\$41,723,445	\$41,244,843	\$49,062,587	\$49,471,081	\$48,072,664	\$46,949,522	\$45,919,156	\$45,813,581	\$55,092,305	\$54,995,891	\$42,980,458	

NET MONTHLY CHANGE IN TOTAL BALANCE	(\$1,610,851)	(\$1,460,300)	(\$478,601)	\$7,817,743	\$408,494	(\$1,398,417)	(\$1,123,143)	(\$1,030,365)	(\$105,575)	\$9,278,724	(\$96,414)	(\$12,015,434)	(\$1,814,138)
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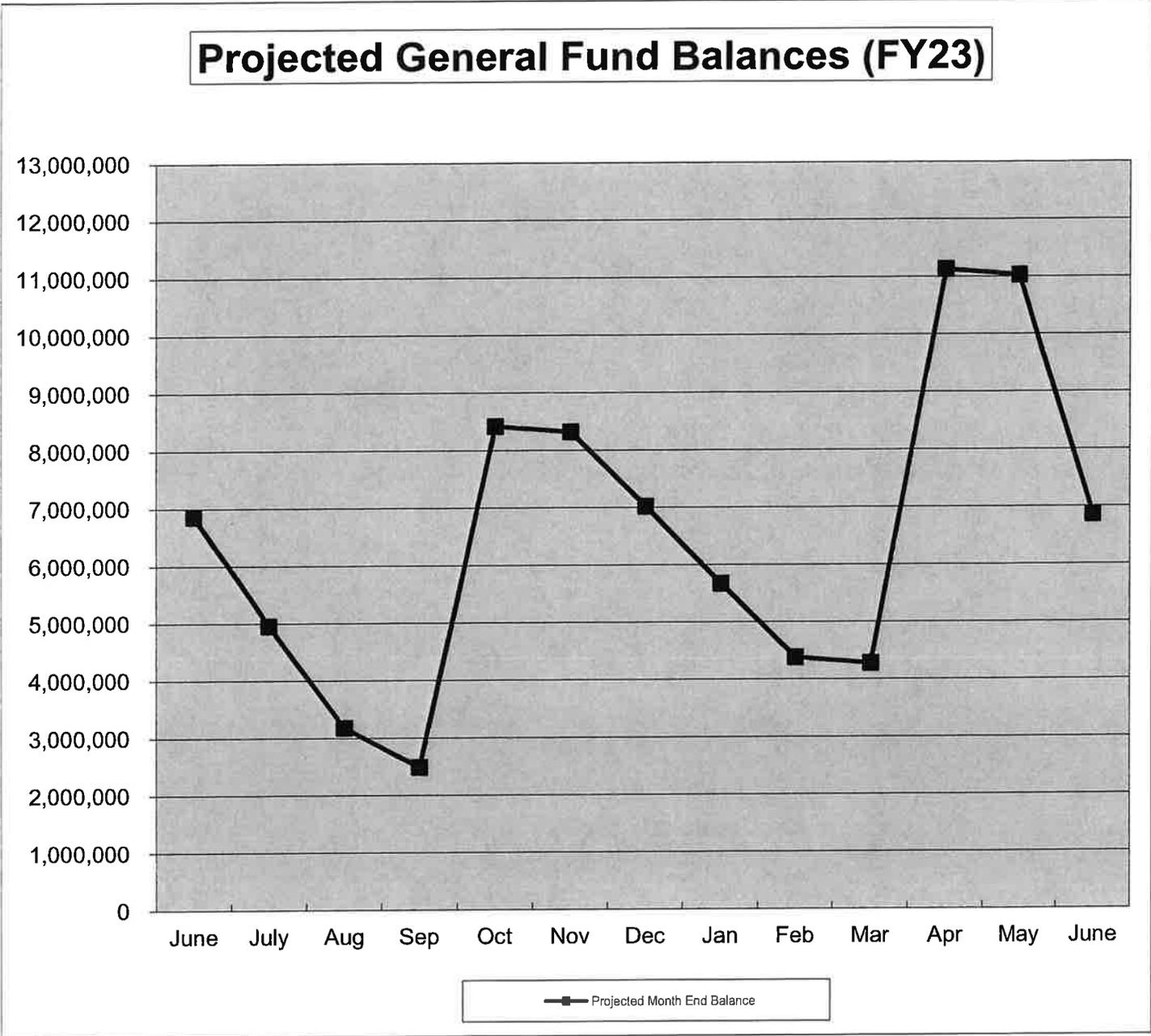
The above graph depicts the projected FY23 monthly balances of the nine funds whose cash balances will be combined and invested as a lump sum. To maximize interest earnings, the cash balances of the major funds are combined and invested for longer terms. This investment strategy allows the City to earn higher interest rates and increased interest earnings. Interest earnings are allocated to the funds in proportion to the funds individual cash balances. Since the City receives the largest amount of property taxes in October and April, departments are requested to time their large equipment purchases for the months of October/November and April/May to help even out monthly cashflows.

CITY OF CEDAR FALLS
Historical Data
Revenues
General Fund

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$686,225	\$581,445	\$1,060,423	\$776,031	2.45%	\$727,398
August	892,187	810,139	657,926	786,751	2.48%	737,446
September	1,267,011	1,048,745	1,471,037	1,262,264	3.98%	1,183,160
October	7,868,183	8,983,488	9,132,105	8,661,259	27.33%	8,118,466
November	2,204,471	2,103,802	1,416,595	1,908,289	6.02%	1,788,699
December	1,139,416	1,050,665	1,662,231	1,284,104	4.05%	1,203,630
January	582,401	707,938	968,554	752,964	2.38%	705,777
February	1,276,233	395,572	459,386	710,397	2.24%	665,877
March	2,164,841	2,139,261	1,157,258	1,820,453	5.74%	1,706,367
April	7,688,169	9,362,578	10,940,808	9,330,518	29.44%	8,745,784
May	1,578,305	2,668,552		2,123,429	6.70%	1,990,355
June	1,640,683	2,903,006		2,271,845	7.17%	2,129,470
TOTAL	\$28,988,125	\$32,755,191	\$28,926,323	\$31,688,304	100.00%	\$29,702,430

CITY OF CEDAR FALLS
Historical Data
Expenditures
General Fund

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$2,587,209	\$2,686,037	\$3,034,314	\$2,769,187	8.87%	\$2,635,687
August	3,232,620	2,389,668	2,309,340	2,643,876	8.47%	2,516,418
September	1,889,853	1,855,207	2,147,371	1,964,144	6.29%	1,869,455
October	2,361,264	2,367,426	2,167,937	2,298,876	7.37%	2,188,050
November	1,747,018	2,373,327	1,831,534	1,983,960	6.36%	1,888,315
December	1,996,012	2,741,332	3,157,748	2,631,697	8.43%	2,504,826
January	2,609,908	1,828,678	2,039,962	2,159,516	6.92%	2,055,408
February	2,417,050	1,790,462	1,947,085	2,051,532	6.57%	1,952,630
March	1,706,769	1,849,717	2,149,405	1,901,964	6.09%	1,810,272
April	1,797,008	2,034,527	2,147,346	1,992,960	6.39%	1,896,882
May	1,687,387	2,708,930		2,198,159	7.04%	2,092,188
June	4,921,408	8,300,605		6,611,007	21.18%	6,292,298
TOTAL	\$28,953,506	\$32,925,916	\$22,932,042	\$31,206,876	100.00%	\$29,702,430



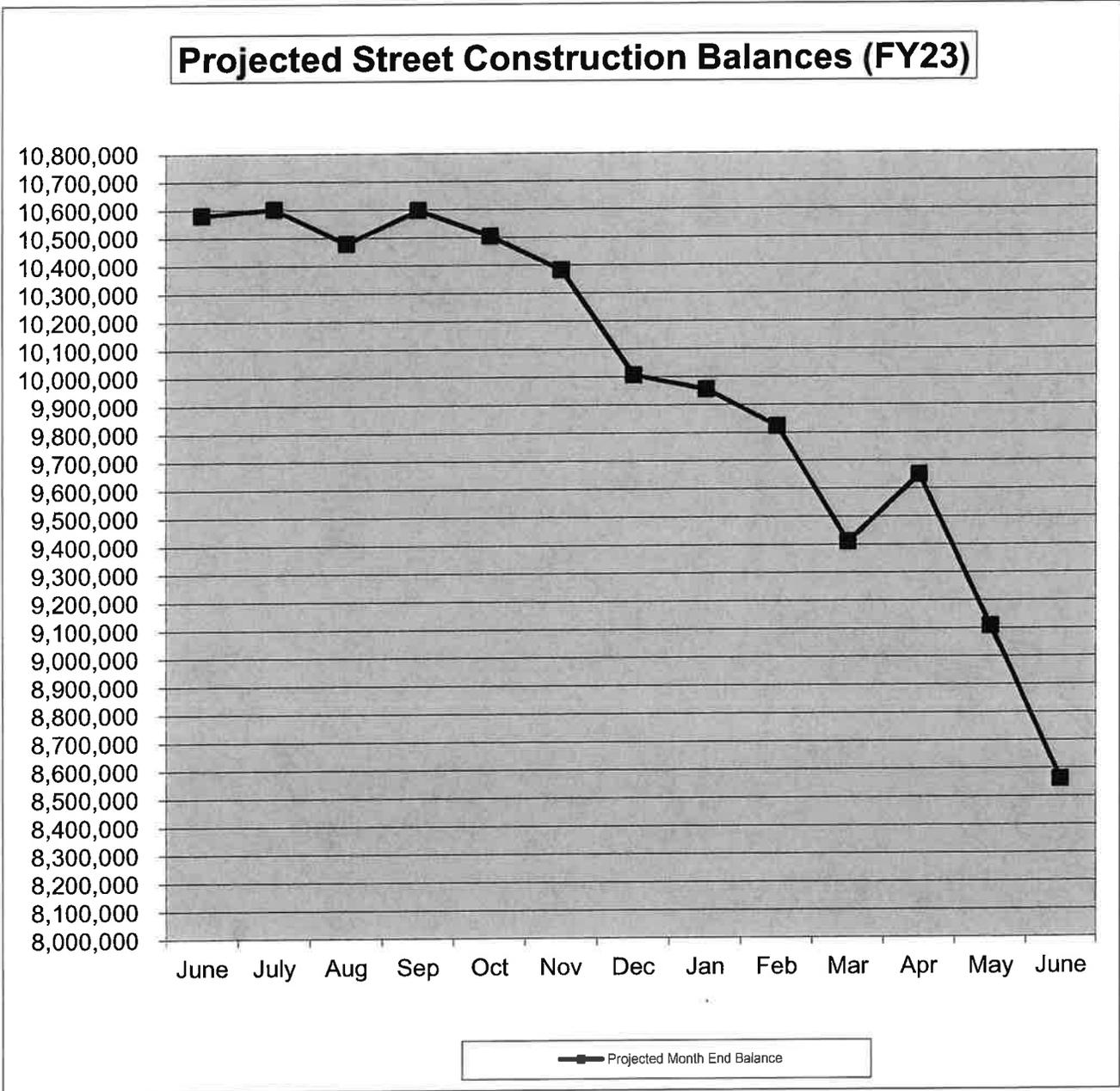
Because the largest amount of property tax revenues are received in October and April, the General Fund cash balance fluctuates significantly throughout the year. Combining the General Fund cash with cash from the other funds allows the City to make longer term investments at higher interest rates.

**CITY OF CEDAR FALLS
Historical Data
Revenues
Street Construction**

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$405,324	\$895,626	\$614,544	\$638,498	11.35%	\$585,464
August	567,485	415,829	365,046	449,453	7.99%	412,121
September	587,657	560,187	677,974	608,606	10.81%	558,055
October	520,306	357,169	452,258	443,244	7.88%	406,428
November	433,340	489,226	357,374	426,647	7.58%	391,209
December	414,832	481,799	459,949	452,193	8.04%	414,634
January	534,575	461,902	461,463	485,980	8.64%	445,614
February	484,392	343,373	447,954	425,240	7.56%	389,919
March	199,025	180,137	265,581	214,914	3.82%	197,063
April	459,408	1,055,783	608,959	708,050	12.58%	649,238
May	371,501	400,309		385,905	6.86%	353,851
June	235,117	542,672		388,895	6.91%	356,593
TOTAL	\$5,212,962	\$6,184,012	\$4,711,102	\$5,627,625	100.00%	\$5,160,190

**CITY OF CEDAR FALLS
Historical Data
Expenditures
Street Construction**

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$256,238	\$611,817	\$330,398	\$399,484	7.86%	\$563,997
August	586,842	334,320	218,716	379,959	7.47%	536,432
September	320,290	243,990	368,529	310,936	6.12%	438,984
October	299,215	422,273	339,702	353,730	6.96%	499,401
November	362,949	243,891	483,919	363,586	7.15%	513,316
December	387,697	635,678	655,273	559,549	11.00%	789,979
January	403,211	356,926	296,509	352,215	6.93%	497,262
February	284,877	515,014	308,310	369,400	7.27%	521,524
March	290,294	271,792	734,464	432,183	8.50%	610,162
April	338,132	247,785	285,019	290,312	5.71%	409,866
May	881,228	386,272		633,750	12.46%	894,737
June	628,899	650,119		639,509	12.58%	902,868
TOTAL	\$5,039,872	\$4,919,877	\$4,020,839	\$5,084,616	100.00%	\$7,178,530



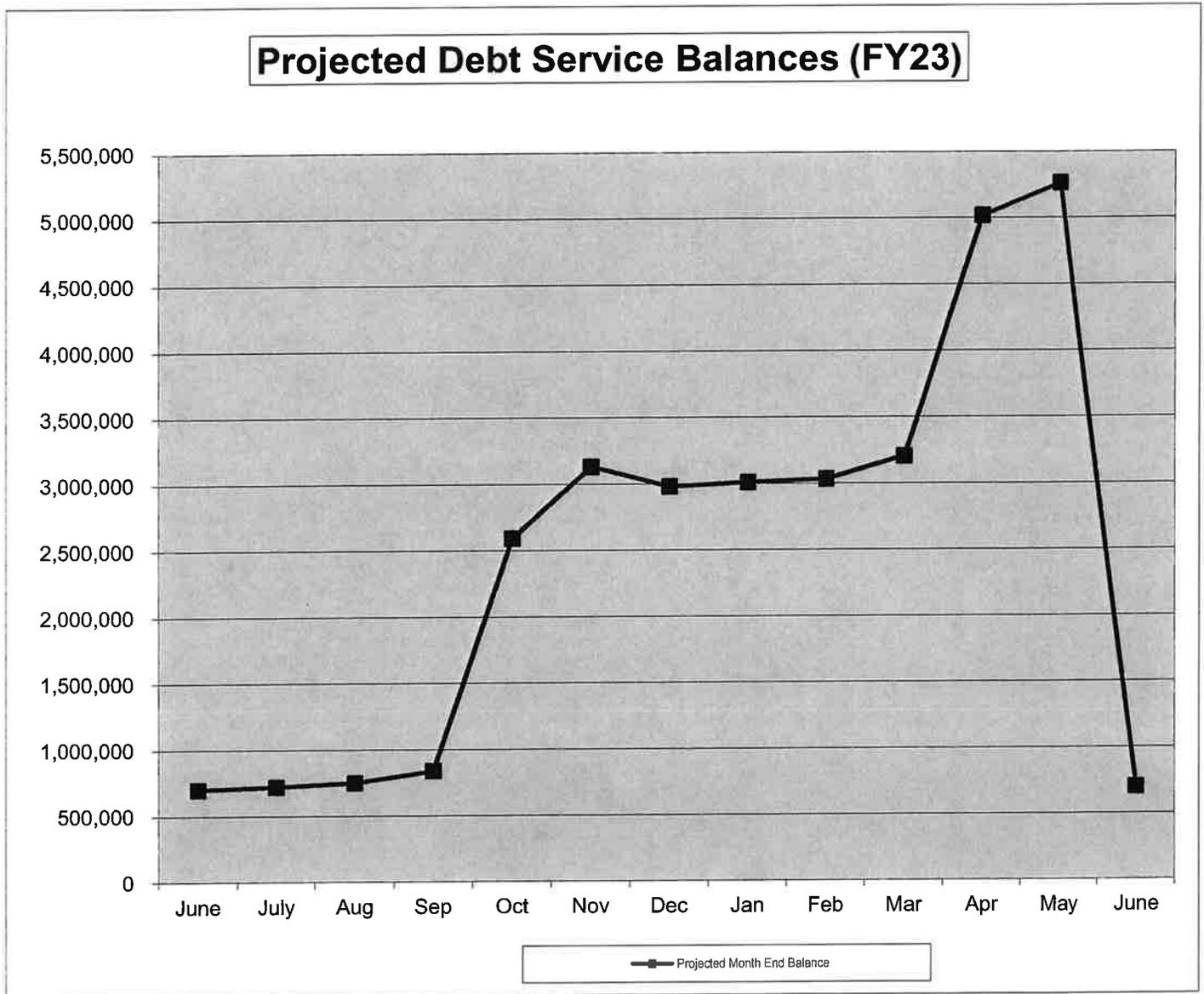
The Street Construction Fund is funded by road use tax revenues. Since road use tax is received monthly in a consistent amount, this fund does not fluctuate as much as the General Fund. On the CIP, we have planned on starting to use some of these cash reserves on large street projects. This funding will be utilized in accordance with street construction projects.

CITY OF CEDAR FALLS
Historical Data
Revenues
Debt Service

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$3,560	\$3,692	\$44,057	\$17,103	0.31%	\$21,977
August	11	66,620	17	22,216	0.40%	28,548
September	30,784	36,573	136,626	67,994	1.23%	87,373
October	1,214,413	1,540,685	1,345,022	1,366,707	24.79%	1,756,222
November	520,402	205,530	528,960	418,297	7.59%	537,513
December	153,918	190,459	173,579	172,652	3.13%	221,858
January	23,875	24,921	21,698	23,498	0.43%	30,195
February	4,186	40,217	9,700	18,034	0.33%	23,174
March	121,914	174,141	107,705	134,587	2.44%	172,944
April	1,281,116	1,435,806	1,510,986	1,409,303	25.57%	1,810,957
May	230,017	152,608		191,313	3.47%	245,837
June	1,679,571	1,661,452		1,670,512	30.31%	2,146,611
TOTAL	\$5,263,767	\$5,532,704	\$3,878,350	\$5,512,215	100.00%	\$7,083,210

CITY OF CEDAR FALLS
Historical Data
Expenditures
Debt Service

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$0	\$0	\$0	\$0	0.00%	\$0
August	0	0	0	0	0.00%	0
September	0	0	0	0	0.00%	0
October	0	0	0	0	0.00%	0
November	0	0	0	0	0.00%	0
December	301,816	281,842	263,600	282,419	5.26%	372,891
January	0	0	0	0	0.00%	0
February	0	0	0	0	0.00%	0
March	0	0	0	0	0.00%	0
April	0	0	465	155	0.00%	205
May	0	0		0	0.00%	0
June	4,857,555	5,306,616		5,082,086	94.73%	6,710,114
TOTAL	\$5,159,371	\$5,588,458	\$264,065	\$5,364,660	100.00%	\$7,083,210



The City accumulates balances in the Debt Service Fund to make bond and coupon payments that are due December 1 and June 1 of each year. Transfers from the Sewer Rental, the Storm Water Fund and General Fund to pay debt service for those funds are made annually; the largest property tax revenues are received in October and April; and bond and coupon payments are made at the end of November and May for the December 1 and June 1 due dates.

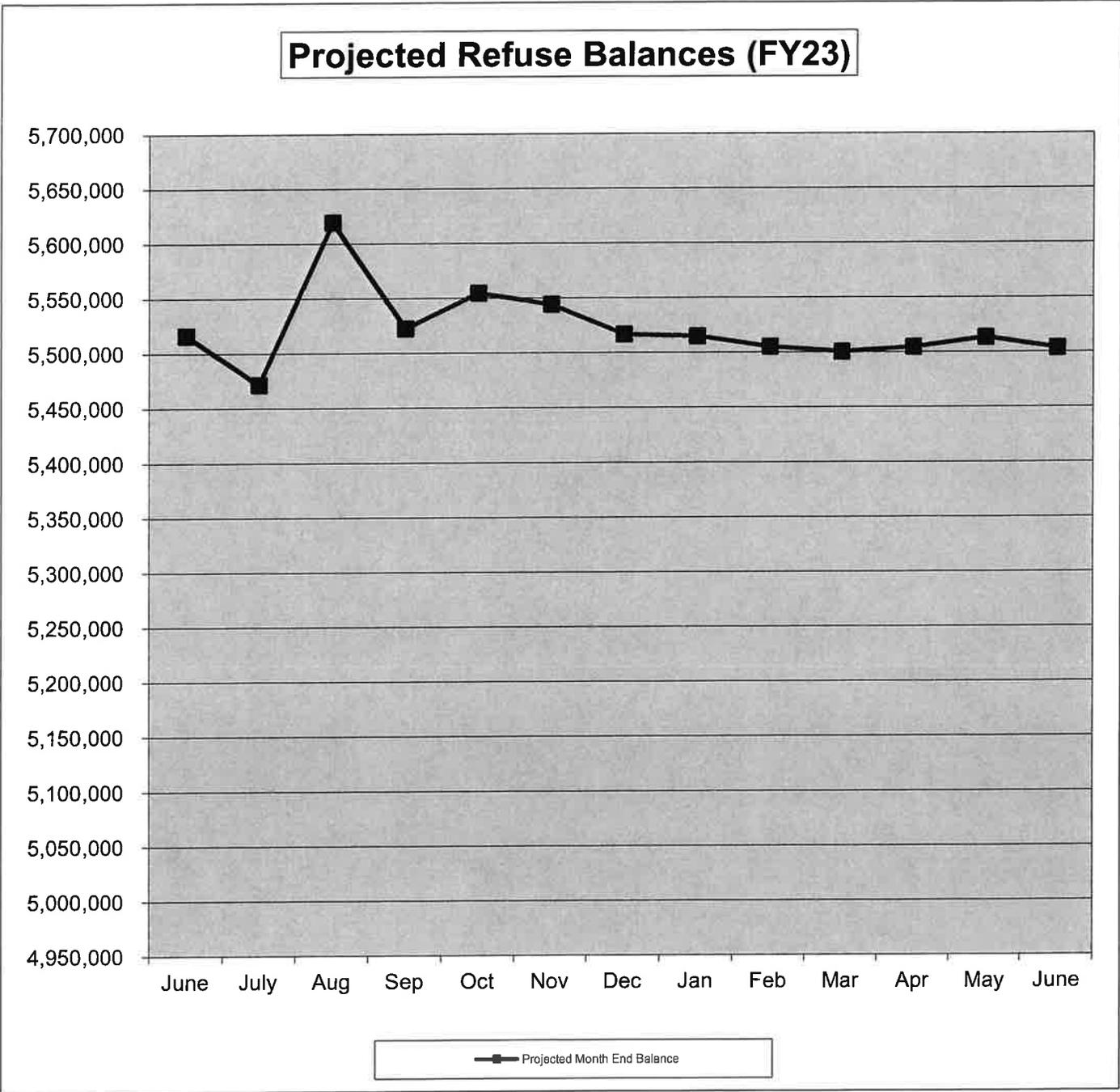
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CITY OF CEDAR FALLS
Historical Data
Revenues
Refuse

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$246,189	\$286,223	\$259,113	\$263,842	7.73%	\$271,047
August	433,052	391,437	312,793	379,094	11.11%	389,447
September	240,999	249,836	235,167	242,001	7.09%	248,598
October	268,167	264,465	302,614	278,415	8.16%	286,019
November	187,868	237,383	265,876	230,376	6.75%	236,645
December	283,492	276,830	283,969	281,430	8.25%	289,116
January	236,831	222,173	392,666	283,890	8.32%	291,643
February	197,138	207,078	245,602	216,606	6.35%	222,522
March	208,965	226,150	216,583	217,233	6.37%	223,196
April	214,806	285,408	252,361	250,858	7.35%	257,709
May	237,821	247,004		242,413	7.11%	249,033
June	502,093	547,873		524,983	15.39%	539,323
TOTAL	\$3,257,421	\$3,441,860	\$2,766,744	\$3,411,140	100.00%	\$3,504,300

CITY OF CEDAR FALLS
Historical Data
Expenditures
Refuse

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$327,582	\$285,109	\$288,851	\$300,514	8.98%	\$315,900
August	268,270	204,699	216,934	229,968	6.87%	241,742
September	388,660	237,932	358,725	328,439	9.82%	345,255
October	221,759	230,376	272,857	241,664	7.22%	254,037
November	217,652	273,658	213,757	235,022	7.02%	247,055
December	302,775	288,653	312,115	301,181	9.00%	316,601
January	407,692	206,754	222,642	279,029	8.34%	293,315
February	192,145	177,416	293,583	221,048	6.61%	232,365
March	188,349	231,853	230,078	216,760	6.48%	227,858
April	203,994	224,622	294,914	241,177	7.21%	253,526
May	268,820	188,059		228,440	6.83%	240,135
June	570,668	474,008		522,338	15.61%	549,080
TOTAL	\$3,558,366	\$3,023,139	\$2,704,456	\$3,345,580	100.00%	\$3,516,870



Refuse rates are evaluated every 2-3 years to determine if increases are needed. As part of these rate studies, costs for recycling and composting are also evaluated. A rate study was completed in 2020. Refuse rate increases went into effect January 2021. Both garbage cans and container dumpsters increased in January 2022.

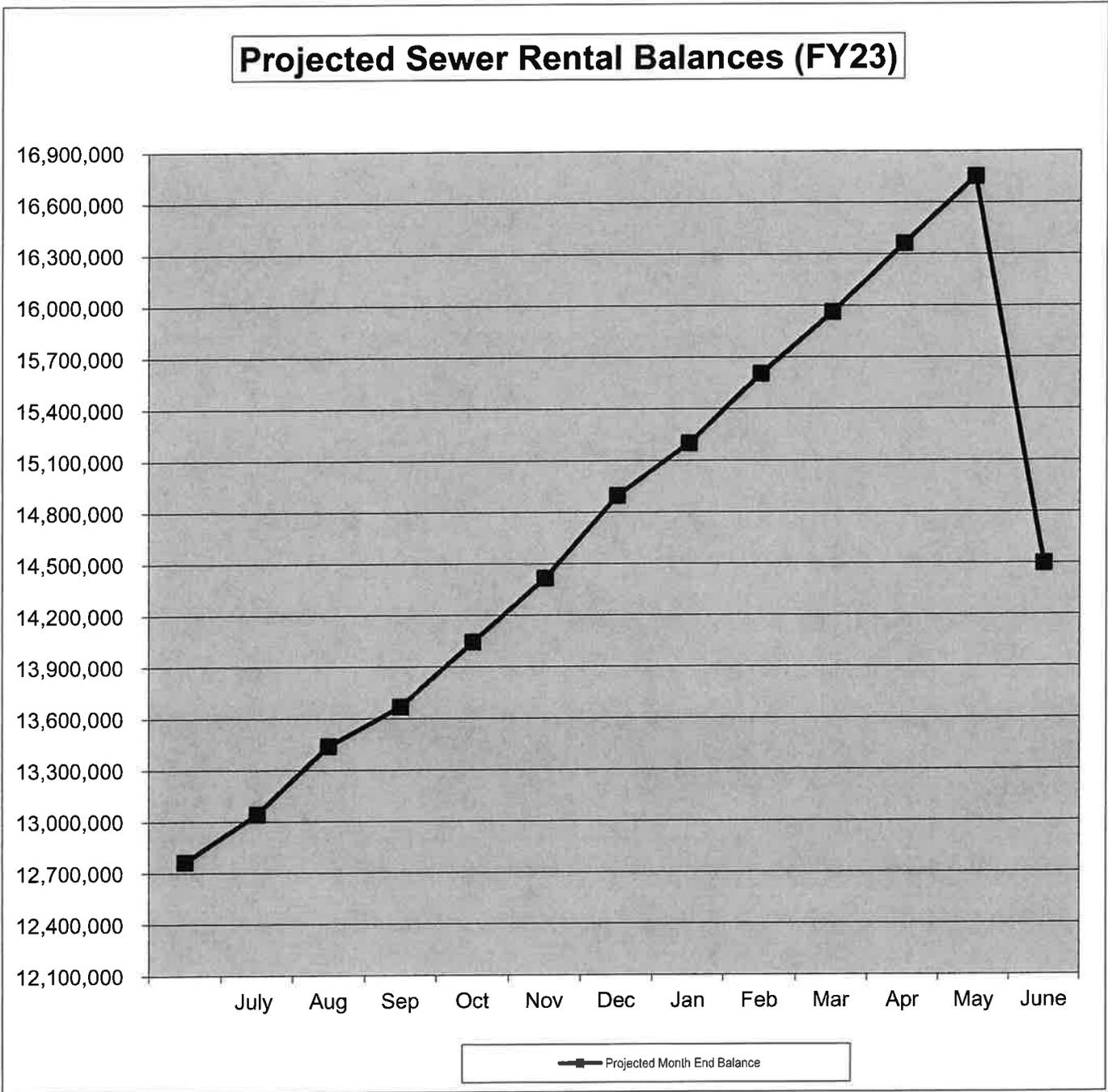
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CITY OF CEDAR FALLS
Historical Data
Revenues
Sewer Rental

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$592,109	\$741,427	\$627,749	\$653,762	7.77%	\$629,271
August	735,927	629,471	821,311	728,903	8.66%	701,598
September	614,939	625,423	649,897	630,086	7.48%	606,483
October	780,870	797,991	889,763	822,875	9.77%	792,049
November	513,000	691,238	760,467	654,902	7.78%	630,368
December	796,830	774,022	754,971	775,274	9.21%	746,232
January	715,283	579,610	652,759	649,217	7.71%	624,897
February	707,758	617,552	714,991	680,100	8.08%	654,623
March	697,150	659,207	700,877	685,745	8.15%	660,056
April	587,202	857,362	683,518	709,361	8.43%	682,787
May	751,968	653,401		702,685	8.35%	676,361
June	744,530	706,373		725,452	8.62%	698,275
TOTAL	\$8,237,566	\$8,333,077	\$7,256,303	\$8,418,361	100.00%	\$8,103,000

CITY OF CEDAR FALLS
Historical Data
Expenditures
Sewer Rental

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$336,761	\$337,378	\$477,548	\$383,896	5.50%	\$350,152
August	310,507	390,073	306,171	335,584	4.81%	306,086
September	667,521	282,680	293,960	414,720	5.94%	378,267
October	432,972	655,560	277,920	455,484	6.52%	415,448
November	300,963	262,562	283,005	282,177	4.04%	257,374
December	279,823	301,193	295,695	292,237	4.19%	266,550
January	502,689	255,668	295,126	351,161	5.03%	320,295
February	256,878	249,086	320,762	275,575	3.95%	251,353
March	324,272	332,872	334,498	330,547	4.73%	301,495
April	275,888	371,748	286,979	311,538	4.46%	284,155
May	341,219	285,391		313,305	4.49%	285,766
June	3,107,224	3,366,091		3,236,658	46.35%	2,952,161
TOTAL	\$7,136,717	\$7,090,302	\$3,171,664	\$6,982,884	100.00%	\$6,369,100



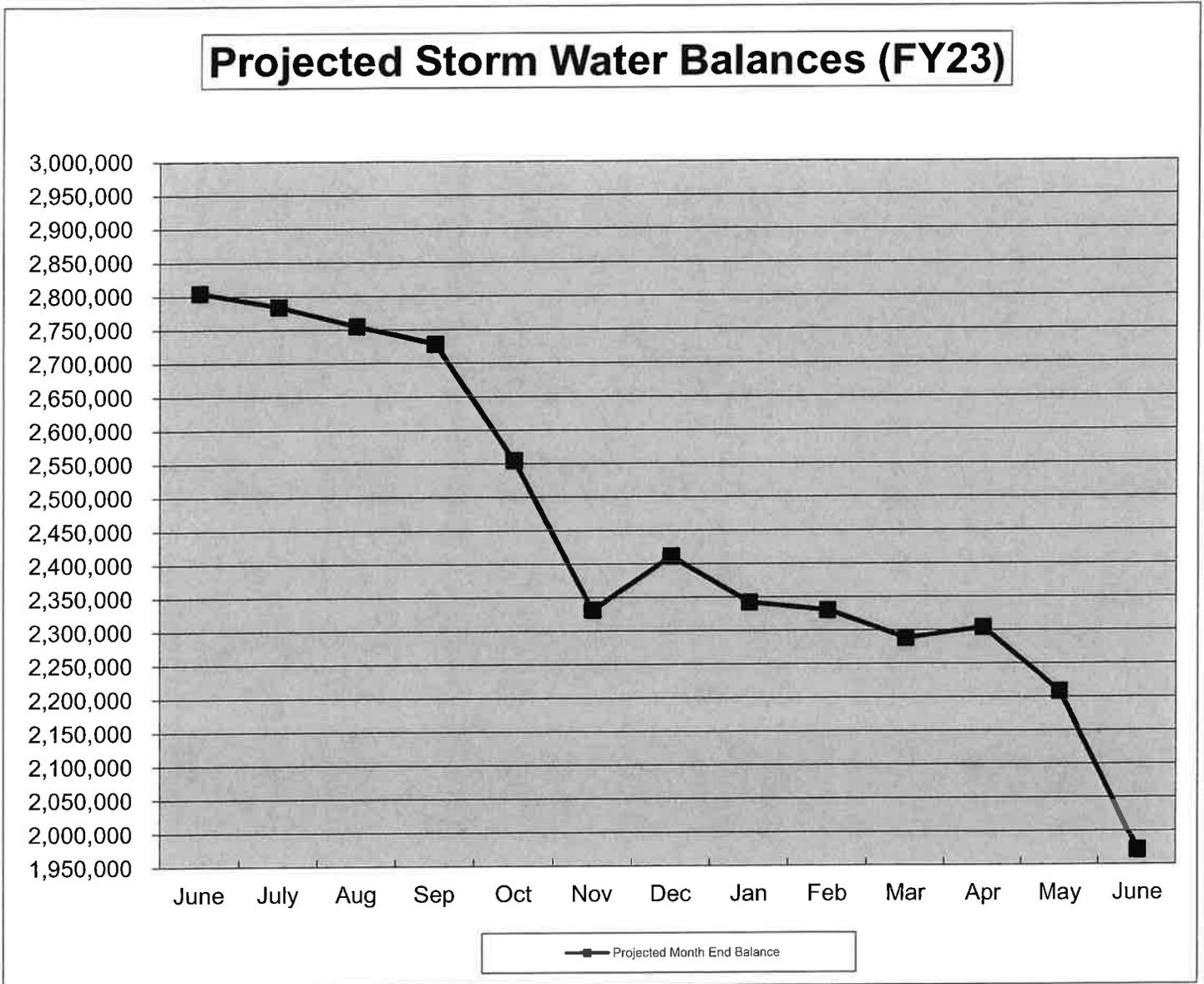
Sewer rates will increase by 7% annually for FY23 - FY27. These rate increases are necessary due to several projects that are helping the City to comply with EPA and DNR standards. The City is purposely building up cash reserves in this fund to help pay for large projects on the horizon.

CITY OF CEDAR FALLS
Historical Data
Revenues
Storm Water

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$89,781	\$88,715	\$90,847	\$89,781	6.43%	\$69,504
August	88,376	91,700	91,441	90,506	6.48%	70,065
September	86,058	90,837	91,571	89,489	6.41%	69,278
October	156,291	89,701	92,545	112,846	8.08%	87,360
November	112,411	88,178	93,242	97,944	7.01%	75,823
December	83,756	861,994	64,669	336,806	24.12%	260,739
January	84,110	88,070	91,987	88,056	6.31%	68,169
February	81,435	86,519	96,920	88,291	6.32%	68,351
March	89,151	92,906	92,851	91,636	6.56%	70,941
April	87,602	95,616	92,999	92,072	6.59%	71,278
May	173,195	88,392		130,794	9.37%	101,254
June	87,025	89,263		88,144	6.31%	68,239
TOTAL	\$1,219,191	\$1,851,891	\$899,072	\$1,396,366	100.00%	\$1,081,000

CITY OF CEDAR FALLS
Historical Data
Expenditures
Storm Water

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$50,352	\$66,621	\$54,659	\$57,211	4.70%	\$89,938
August	81,198	60,142	48,022	63,121	5.19%	99,229
September	80,782	42,788	60,332	61,301	5.04%	96,368
October	268,301	196,104	33,304	165,903	13.63%	260,808
November	414,363	43,654	112,449	190,155	15.62%	298,934
December	125,984	149,889	69,313	115,062	9.45%	180,883
January	182,759	44,398	34,619	87,259	7.17%	137,175
February	60,019	51,909	41,258	51,062	4.19%	80,272
March	29,126	43,993	142,100	71,740	5.89%	112,778
April	38,792	33,992	33,203	35,329	2.90%	55,539
May	212,158	38,613		125,386	10.30%	197,110
June	203,425	184,076		193,751	15.92%	304,586
TOTAL	\$1,747,259	\$956,179	\$629,259	\$1,217,277	100.00%	\$1,913,620



The Storm Water Fund was created in FY07. New federal and state mandates related to storm water runoff and water quality forced the City to provide inspection and detection services. All properties in Cedar Falls are charged a storm water fee to cover the costs of these services and for capital projects related to water quality control. Storm Water rates are recommended to increase 7% in FY23 through FY27 to pay for several projects listed on the 5-year Capital Improvements Program.

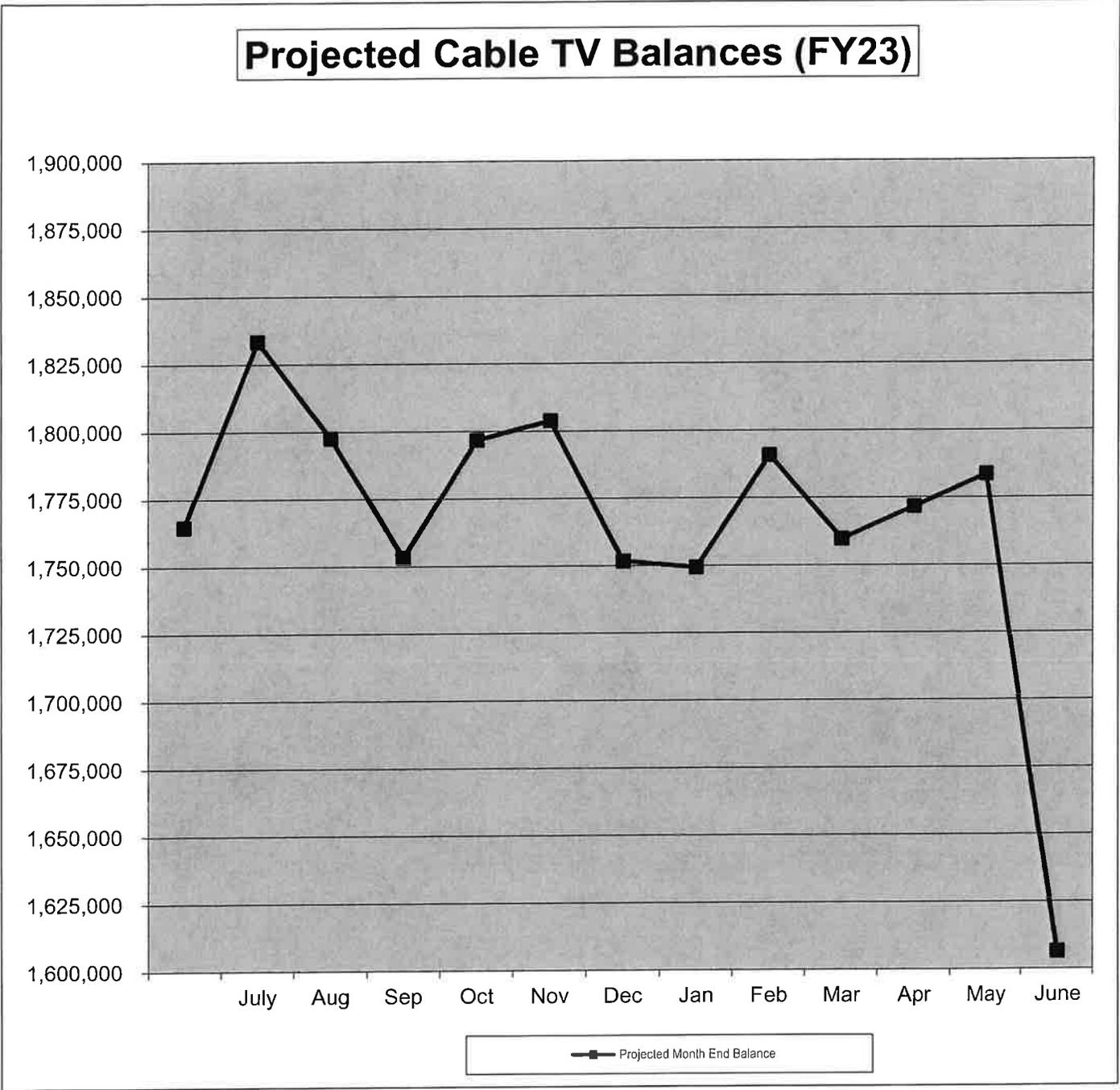
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CITY OF CEDAR FALLS
Historical Data
Revenues
Cable TV

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$139,894	\$136,930	\$131,114	\$135,979	25.13%	\$134,834
August	12,567	3,333	169	5,356	0.99%	5,311
September	3,010	2,021	193	1,741	0.32%	1,727
October	12,083	133,750	128,585	91,473	16.91%	90,702
November	134,618	2,251	713	45,861	8.48%	45,474
December	1,564	1,806	640	1,337	0.25%	1,325
January	2,711	1,719	124,624	43,018	7.95%	42,656
February	135,481	128,389	4,037	89,302	16.51%	88,550
March	7,243	2,657	1,139	3,680	0.68%	3,649
April	4,856	131,604	1,014	45,825	8.47%	45,440
May	145,743	983		73,363	13.56%	72,745
June	4,884	3,360		4,122	0.76%	4,087
TOTAL	\$604,654	\$548,803	\$392,228	\$541,058	100.00%	\$536,500

CITY OF CEDAR FALLS
Historical Data
Expenditures
Cable TV

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$46,065	\$49,949	\$78,633	\$58,216	9.51%	\$66,058
August	44,096	34,455	30,352	36,301	5.93%	41,191
September	37,623	36,783	47,595	40,667	6.64%	46,145
October	41,105	36,588	46,588	41,427	6.77%	47,008
November	35,968	31,152	34,534	33,885	5.53%	38,449
December	34,287	42,880	64,297	47,155	7.70%	53,507
January	50,845	34,413	33,655	39,638	6.47%	44,977
February	37,893	34,475	52,085	41,484	6.78%	47,073
March	31,052	29,500	31,084	30,545	4.99%	34,660
April	29,808	28,613	30,327	29,583	4.83%	33,569
May	32,159	74,960		53,560	8.75%	60,775
June	253,132	66,450		159,791	26.10%	181,317
TOTAL	\$674,033	\$500,218	\$449,150	\$612,252	100.00%	\$694,730



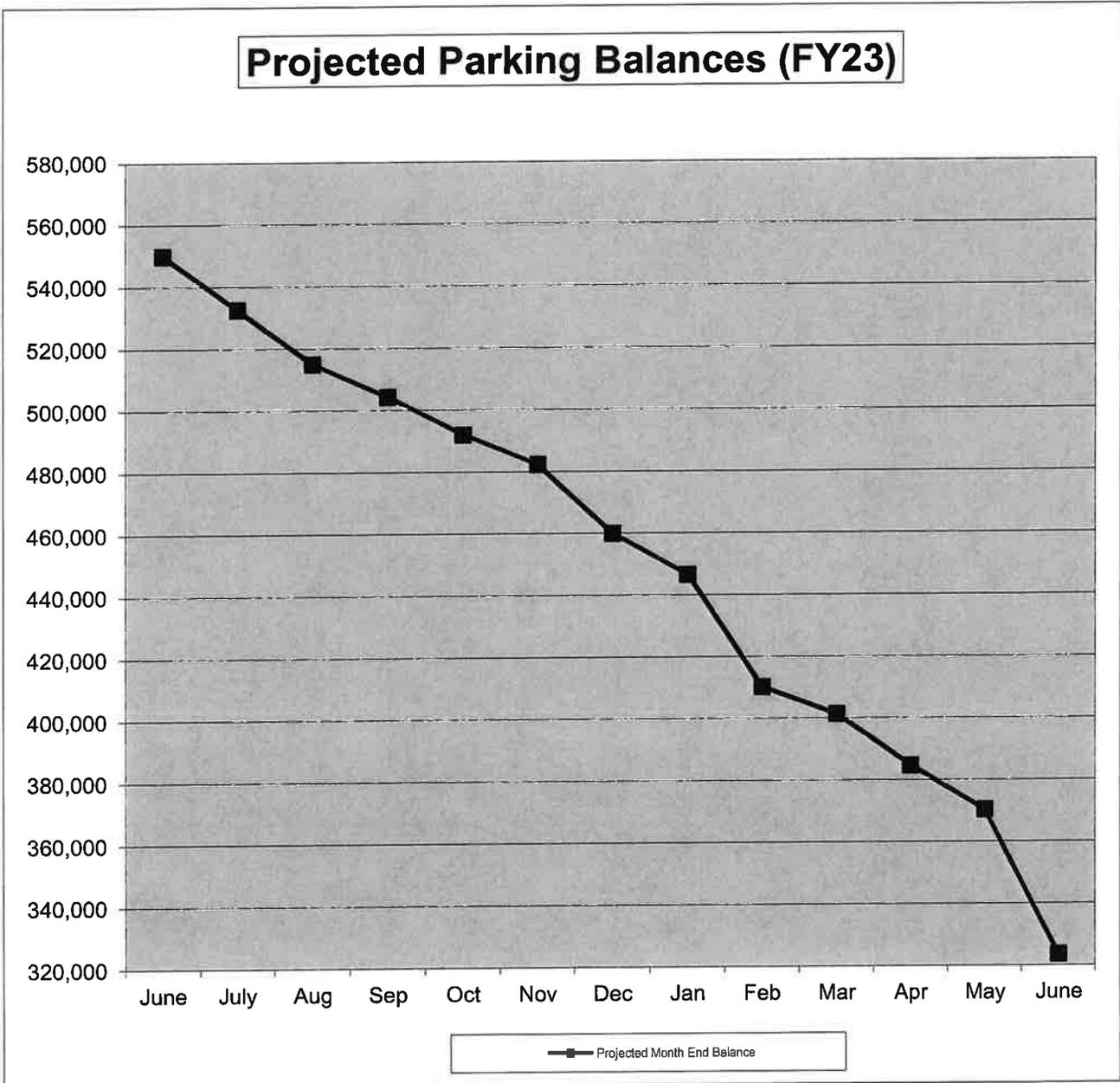
The Cable Television Fund balances fluctuate significantly throughout the year due to the timing of the receipt of franchise fees. The City receives cable television franchise fees quarterly in July, October, January and May each year.

CITY OF CEDAR FALLS
Historical Data
Revenues
Parking

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$22,541	\$8,128	\$14,505	\$15,058	7.79%	\$15,820
August	15,170	4,283	17,569	12,341	6.39%	12,965
September	12,985	12,826	23,125	16,312	8.44%	17,138
October	18,136	14,779	17,942	16,952	8.77%	17,812
November	16,477	17,713	21,830	18,673	9.66%	19,619
December	14,474	15,831	21,039	17,115	8.86%	17,981
January	19,338	5,209	19,738	14,762	7.64%	15,509
February	17,696	5,240	33,689	18,875	9.77%	19,831
March	41,743	8,481	24,003	24,742	12.81%	25,994
April	8,564	6,537	27,241	14,114	7.30%	14,829
May	13,598	6,899		10,249	5.30%	10,767
June	20,948	7,102		14,025	7.26%	14,735
TOTAL	\$221,670	\$113,028	\$220,681	\$193,218	100.00%	\$203,000

CITY OF CEDAR FALLS
Historical Data
Expenditures
Parking

MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$13,526	\$22,589	\$35,974	\$24,030	7.71%	\$33,110
August	30,658	12,154	23,852	22,221	7.13%	30,618
September	17,531	20,970	21,940	20,147	6.47%	27,760
October	22,690	23,325	19,567	21,861	7.02%	30,121
November	16,126	26,699	21,095	21,307	6.84%	29,358
December	24,649	37,479	25,649	29,259	9.39%	40,315
January	17,179	22,991	22,690	20,953	6.73%	28,871
February	69,164	21,389	31,751	40,768	13.09%	56,173
March	35,228	19,184	21,551	25,321	8.13%	34,888
April	20,932	26,003	21,637	22,857	7.34%	31,495
May	15,925	20,518		18,222	5.85%	25,107
June	38,430	50,791		44,611	14.32%	61,467
TOTAL	\$322,038	\$304,092	\$245,706	\$311,555	100.00%	\$429,280



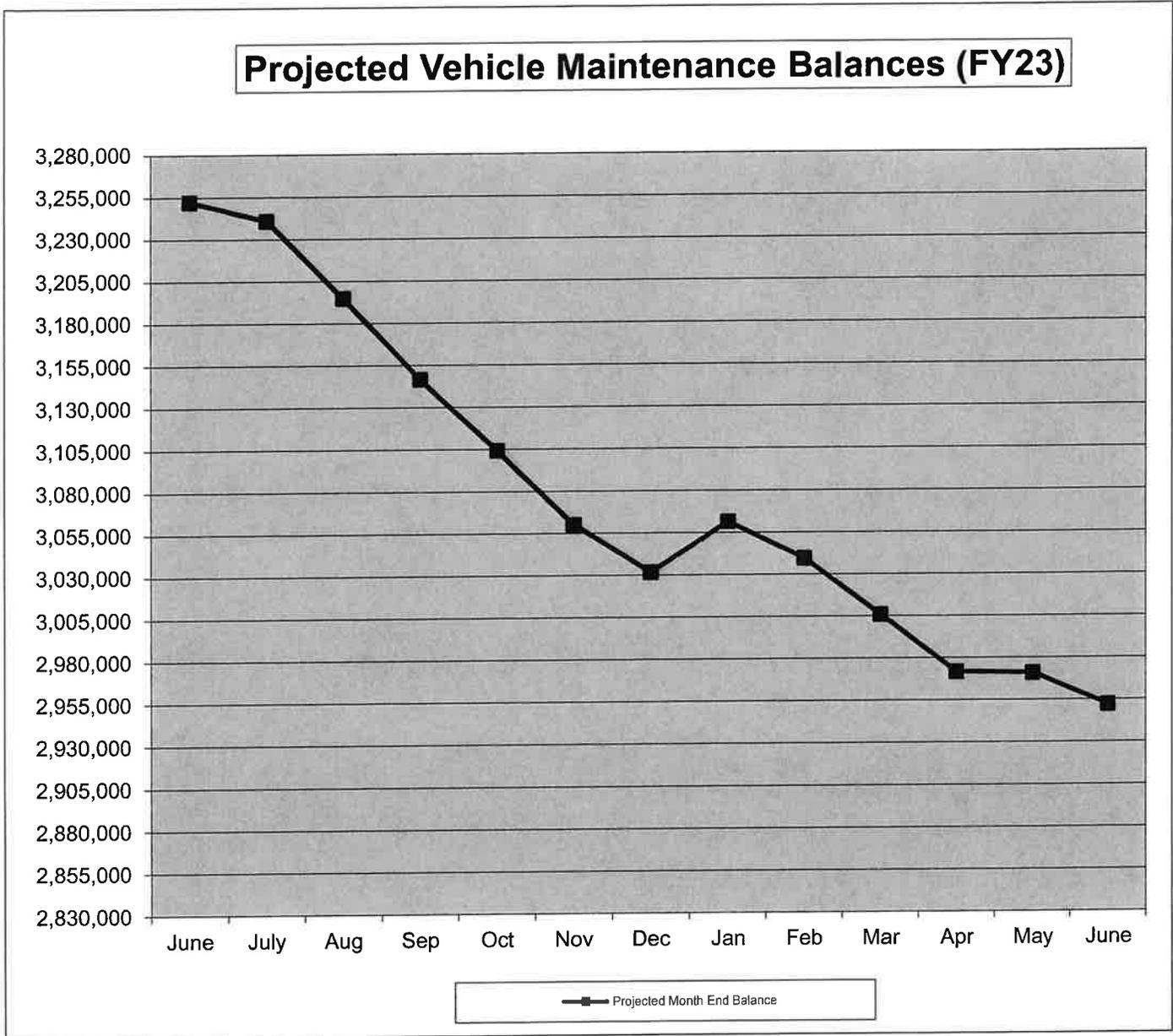
The Parking Fund monthly balances declined during the year due to suspending paid parking in parking lots. The City will need to continue to monitor the balance in this fund and determine when property tax dollars may be needed to subsidize the fund. The decrease in June is due to transfers to other funds which occur at fiscal year-end.

**CITY OF CEDAR FALLS
Historical Data
Revenues
Vehicle Maintenance**

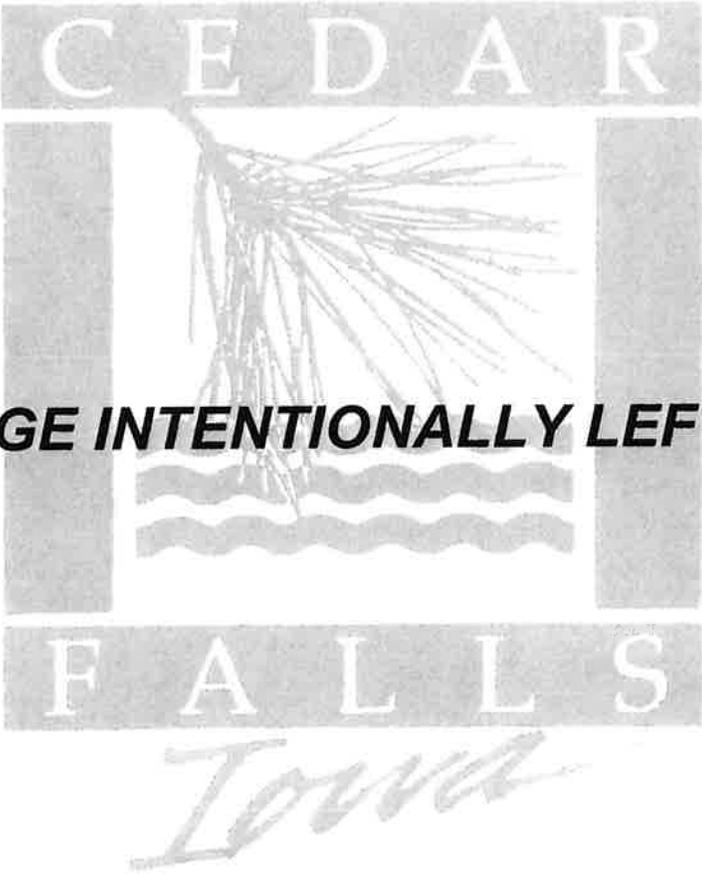
MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$187,241	\$183,469	\$179,300	\$183,337	7.67%	\$163,750
August	187,613	199,019	182,630	189,754	7.94%	169,482
September	334,086	175,473	450,731	320,097	13.40%	285,900
October	189,795	180,055	183,446	184,432	7.72%	164,729
November	179,124	176,809	192,178	182,704	7.65%	163,185
December	191,260	173,572	190,161	184,998	7.74%	165,234
January	183,682	230,469	180,322	198,158	8.29%	176,988
February	175,955	195,644	247,840	206,480	8.64%	184,421
March	209,528	181,027	179,544	190,033	7.95%	169,731
April	186,166	179,559	182,238	182,654	7.64%	163,142
May	188,698	175,150		181,924	7.61%	162,489
June	181,299	188,080		184,690	7.73%	164,959
TOTAL	\$2,394,447	\$2,238,326	\$2,168,390	\$2,389,260	100.00%	\$2,134,010

**CITY OF CEDAR FALLS
Historical Data
Expenditures
Vehicle Maintenance**

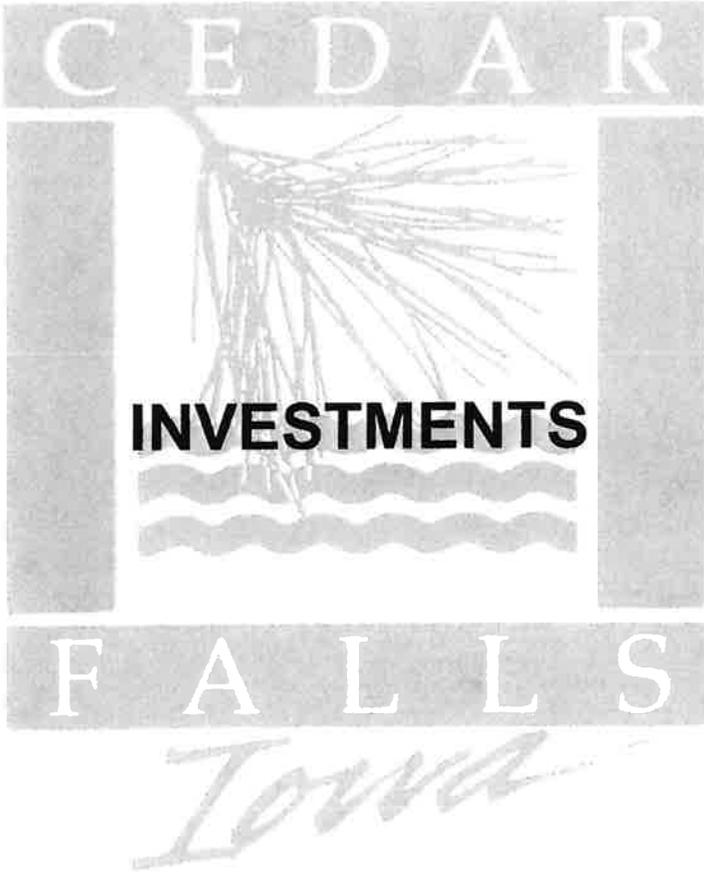
MONTH	FY20	FY21	FY22	3 YEAR AVERAGE	PERCENT	FY23 ESTIMATE
July	\$129,907	\$186,997	\$175,866	\$164,257	7.19%	\$175,075
August	253,990	148,534	204,216	202,247	8.86%	215,567
September	364,188	117,990	458,124	313,434	13.73%	334,078
October	156,199	161,906	265,005	194,370	8.51%	207,172
November	304,490	100,910	177,904	194,435	8.51%	207,241
December	144,518	179,766	220,668	181,651	7.95%	193,615
January	157,756	103,808	152,992	138,185	6.05%	147,287
February	172,815	258,166	149,515	193,499	8.47%	206,243
March	158,966	265,996	147,543	190,835	8.36%	203,404
April	237,443	162,889	154,722	185,018	8.10%	197,204
May	119,486	186,911		153,199	6.71%	163,289
June	170,767	174,185		172,476	7.55%	183,836
TOTAL	\$2,370,525	\$2,048,058	\$2,106,555	\$2,283,604	100.00%	\$2,434,010



The Vehicle Maintenance Division is responsible for the maintenance on and replacement of all City vehicles. Combining these functions into one division has extended the useful life of vehicles and decreased maintenance and replacement costs.



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interest

**SECURITIES HELD BY THE CITY ON MAY 1, 2022 AND
PROJECTED INTEREST EARNINGS BY FUND
CITY OF CEDAR FALLS, IOWA**

Fund Name	Invest Date	Maturity Date	Rate	Investment Amount	Financial Instit.	Interest Earned
POOLED INVESTMENTS	01/28/22	07/28/22	0.200%	\$4,000,000	Midwest	3,967.12
	11/30/21	11/30/22	0.300%	\$4,000,000	Midwest	12,000.00
	12/30/21	12/30/22	0.300%	\$4,000,000	Midwest	12,000.00
	01/28/22	01/27/23	0.300%	\$4,000,000	US Bank	5,030.14
	02/28/22	02/28/23	0.550%	\$4,000,000	Midwest	7,353.42
	03/31/22	03/31/23	1.300%	\$4,000,000	US Bank	12,964.38
	03/31/22	03/31/23	1.300%	\$4,000,000	US Bank	12,964.38
	04/29/22	04/28/23	1.720%	\$4,000,000	US Bank	11,686.58
	04/29/22	04/28/23	1.720%	\$4,000,000	US Bank	11,686.58
	04/29/22	04/28/23	0.850%	\$4,000,000	Lincoln	5,775.34
POOLED TOTAL				\$40,000,000		\$95,427.94
INTEREST RECEIVED TO DATE:						
GENERAL FUND						22,422.34
STREET REPAIR						23,887.46
CABLE TV						2,558.75
PARKING FUND						791.18
VISITORS & TOURISM						825.34
POLICE RETIREMENT						25,745.62
FIRE RETIREMENT						22,213.15
LIBRARY RESERVE						47.59
SOFTBALL FUND						271.37
GOLF CAPITAL						692.71
REC CAPITAL						1,960.81
HEARST CAPITAL						497.15
WASHINGTON PARK						43.68
FEMA						1,997.28
FLOOD RESERVE FUND						3,858.41
STREET IMPROVEMENT						0.00
PARKADE RENOVATION						19.84
ECON. DEVELOPMENT						11,524.49
ECON. DEVELOPMENT LAND						1,662.64
REFUSE						6,916.55
SEWER RENTAL						15,779.77
STORM WATER						3,439.13
DATA PROCESSING						1,849.35
HEALTH INSURANCE						4,037.82
VEHICLE MAINTENANCE						4,214.79
PAYROLL						4,118.53
WORKER'S COMP.						1,618.83
LONG-TERM DISABILITY						553.18
LIABILITY INSURANCE						1,617.45
CAPITAL PROJECTS						35,112.44
TOTAL FY22 INTEREST - POOLED						\$295,705.59

TOTAL HELD SECURITIES ON MAY 1, 2022	\$40,000,000
TOTAL PROJECTED INTEREST EARNINGS FOR FY22	\$295,705.59
PROJECTED WEIGHTED AVERAGE RATE OF RETURN FY22	0.85%

interest

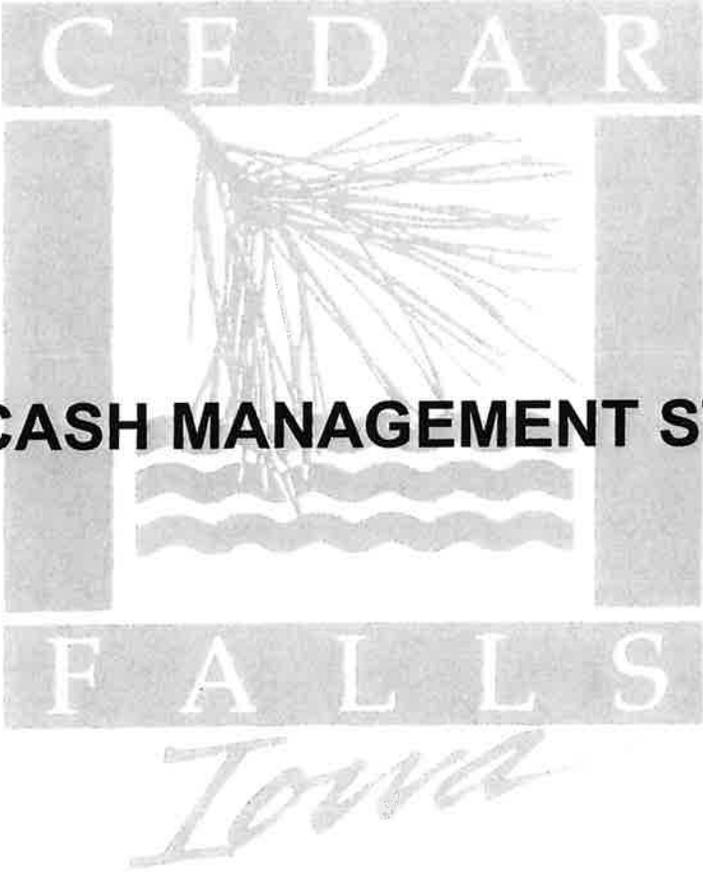
SECURITIES HELD BY THE CITY
City of Cedar Falls, Iowa
May 1, 2022

Fund #	Fund Name	Invest Type	Invest Date	Finance Instit.	Number	Rate	Maturity	Amount
	Combined	CD	01/28/22	Midwest	740615264	0.20%	07/28/22	\$4,000,000
	Combined	CD	11/30/21	Midwest	740612672	0.30%	11/30/22	\$4,000,000
	Combined	CD	12/30/21	Midwest	740614080	0.30%	12/30/22	\$4,000,000
	Combined	CD	01/28/22	US Bank	433085133	0.30%	01/27/23	\$4,000,000
	Combined	CD	02/28/22	Midwest	740616248	0.55%	02/28/23	\$4,000,000
	Combined	CD	03/31/22	US Bank	433085717	1.30%	03/31/23	\$4,000,000
	Combined	CD	03/31/22	US Bank	433085718	1.30%	03/31/23	\$4,000,000
	Combined	CD	04/29/22	US Bank	433086028	1.72%	04/28/23	\$4,000,000
	Combined	CD	04/29/22	US Bank	433086029	1.72%	04/28/23	\$4,000,000
	Combined	CD	04/29/22	Lincoln	3000983721	0.85%	04/28/23	\$4,000,000
TOTAL								\$40,000,000

CASH MANAGEMENT REPORT FUNDS
CITY OF CEDAR FALLS, IOWA

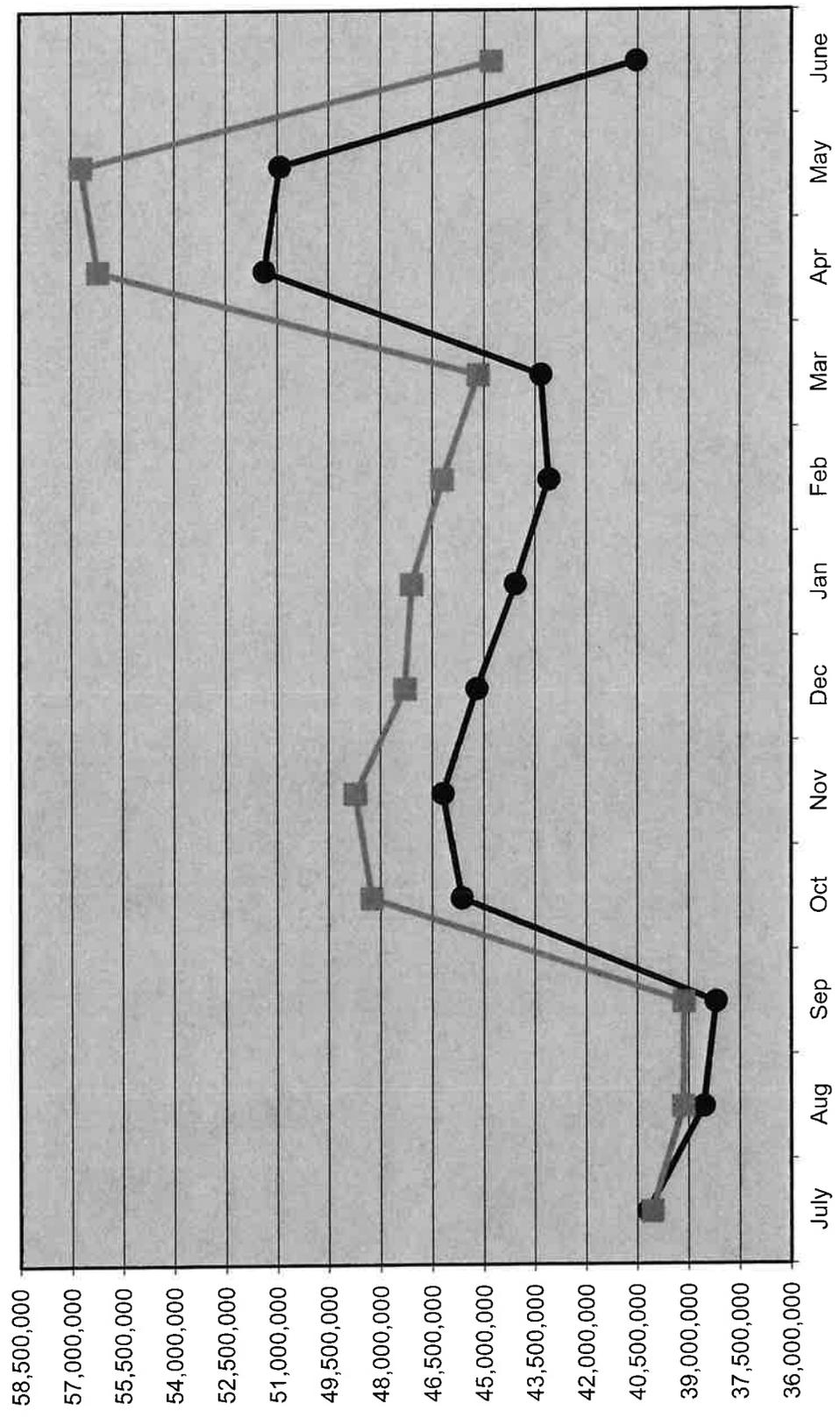
#	Fund Name	Maturity Date 07/22	Maturity Date 08/22	Maturity Date 09/22	Maturity Date 10/22	Maturity Date 11/22	Maturity Date 12/22	Maturity Date 01/23	Maturity Date 02/23	Maturity Date 03/23	Maturity Date 04/23	Maturity Date 05/23	Maturity Date 06/23	Total FY22 Investments	Investments Held At 6/30/22	Funds To Be Invested
	Pooled Funds	\$4,000,000	\$0	\$0	\$0	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$8,000,000	\$12,000,000	\$4,000,000	\$4,000,000	\$48,000,000	\$40,000,000	\$8,000,000
	TOTAL	\$4,000,000	\$0	\$0	\$0	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$8,000,000	\$12,000,000	\$4,000,000	\$4,000,000	\$48,000,000	\$40,000,000	\$8,000,000

NOTE: Depending on cashflow needs, additional funds may be invested throughout the year.



FY22 CASH MANAGEMENT STATUS

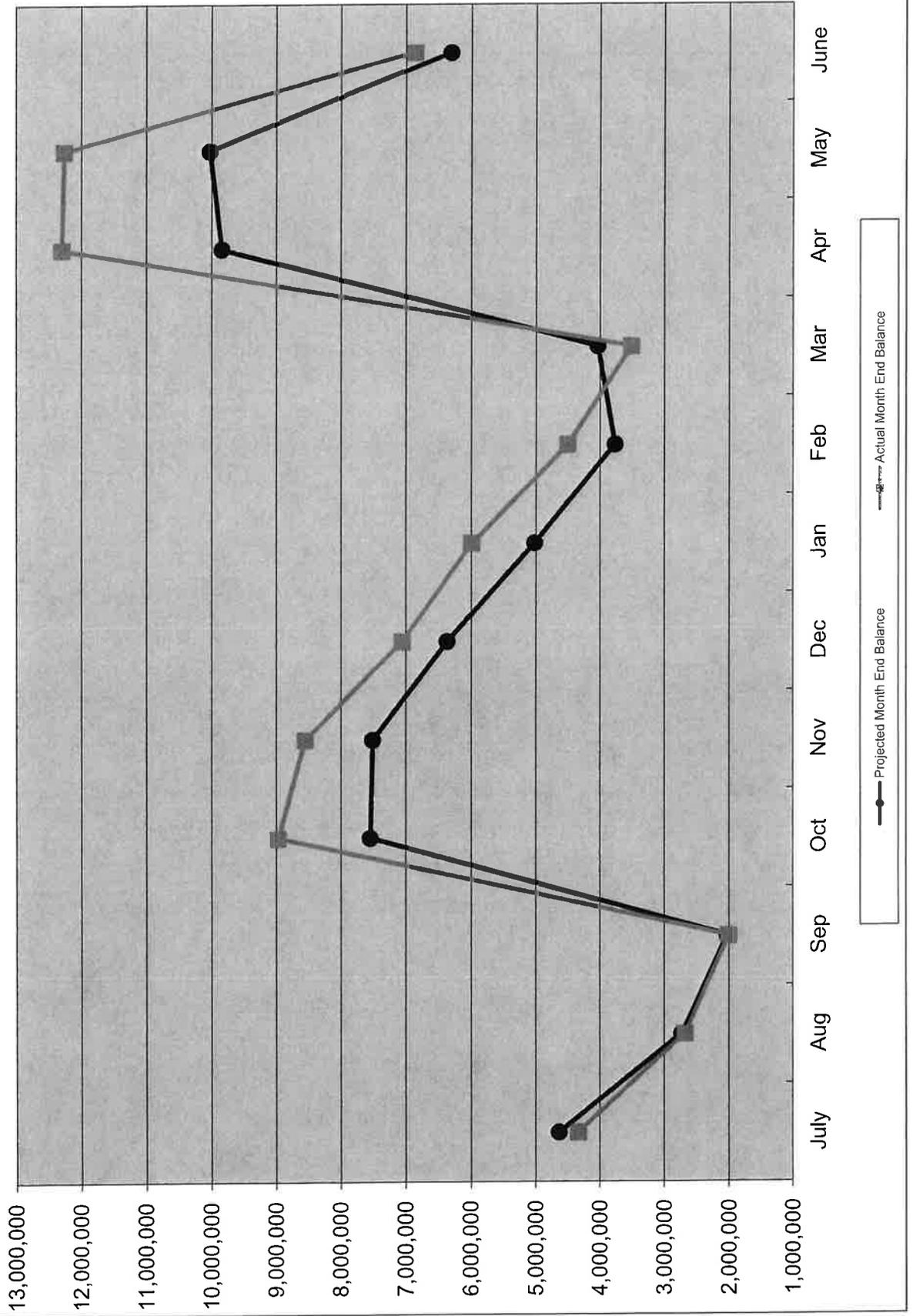
FY22 Total Balance



● Projected Month End Balance
■ Actual Month End Balance

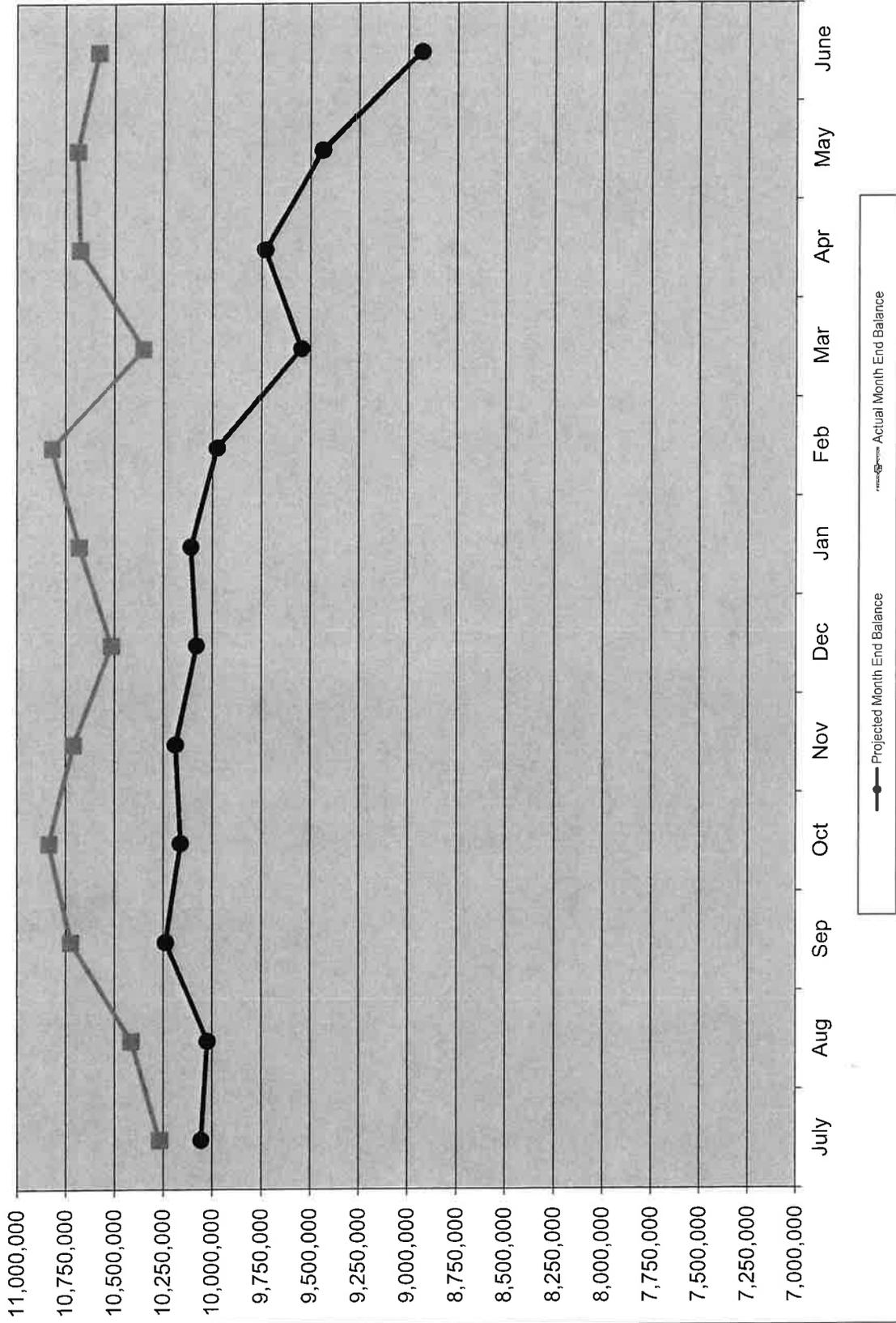
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FY22 General Fund Balance



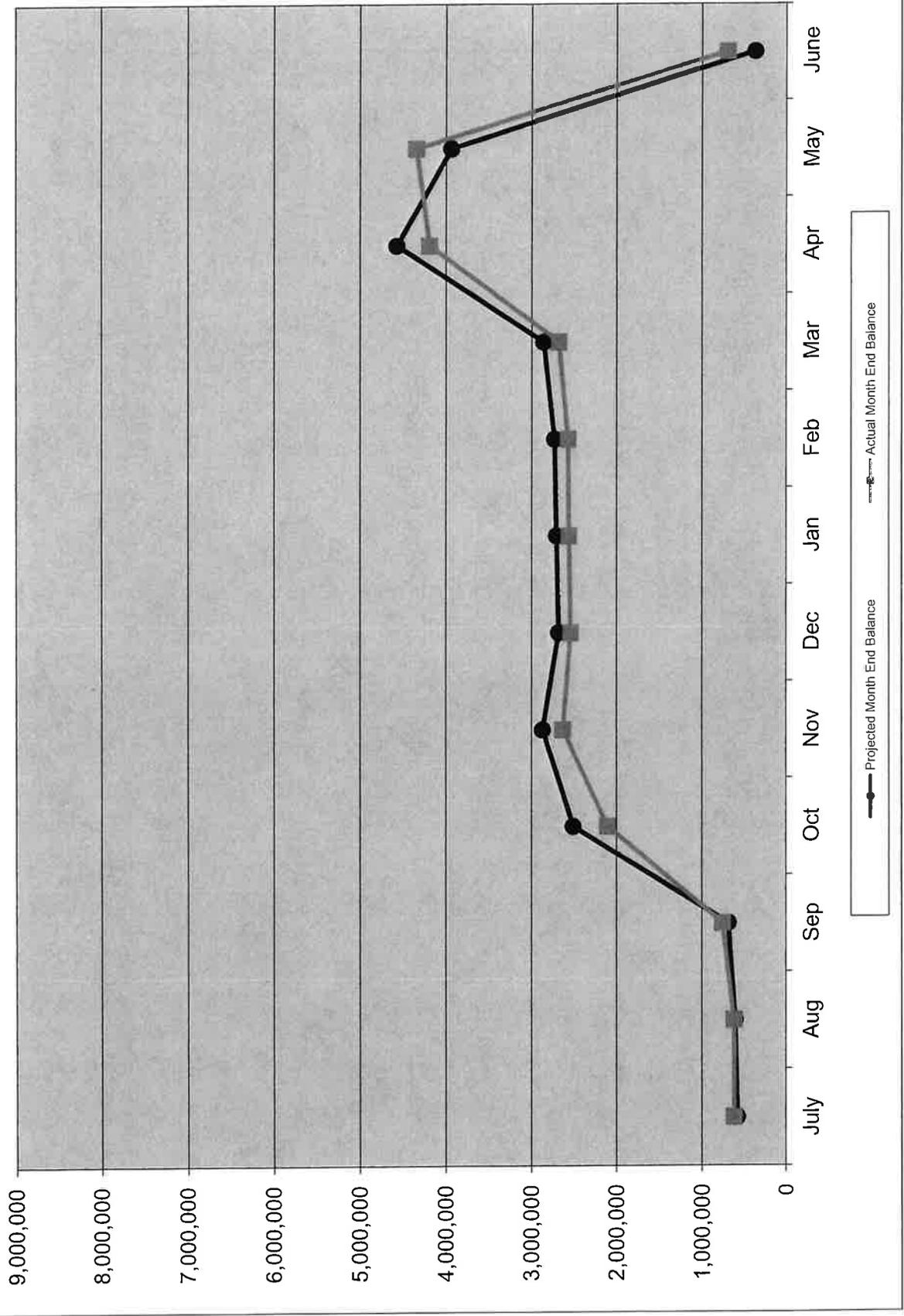
Balcom23

FY22 Street Construction Fund Balance



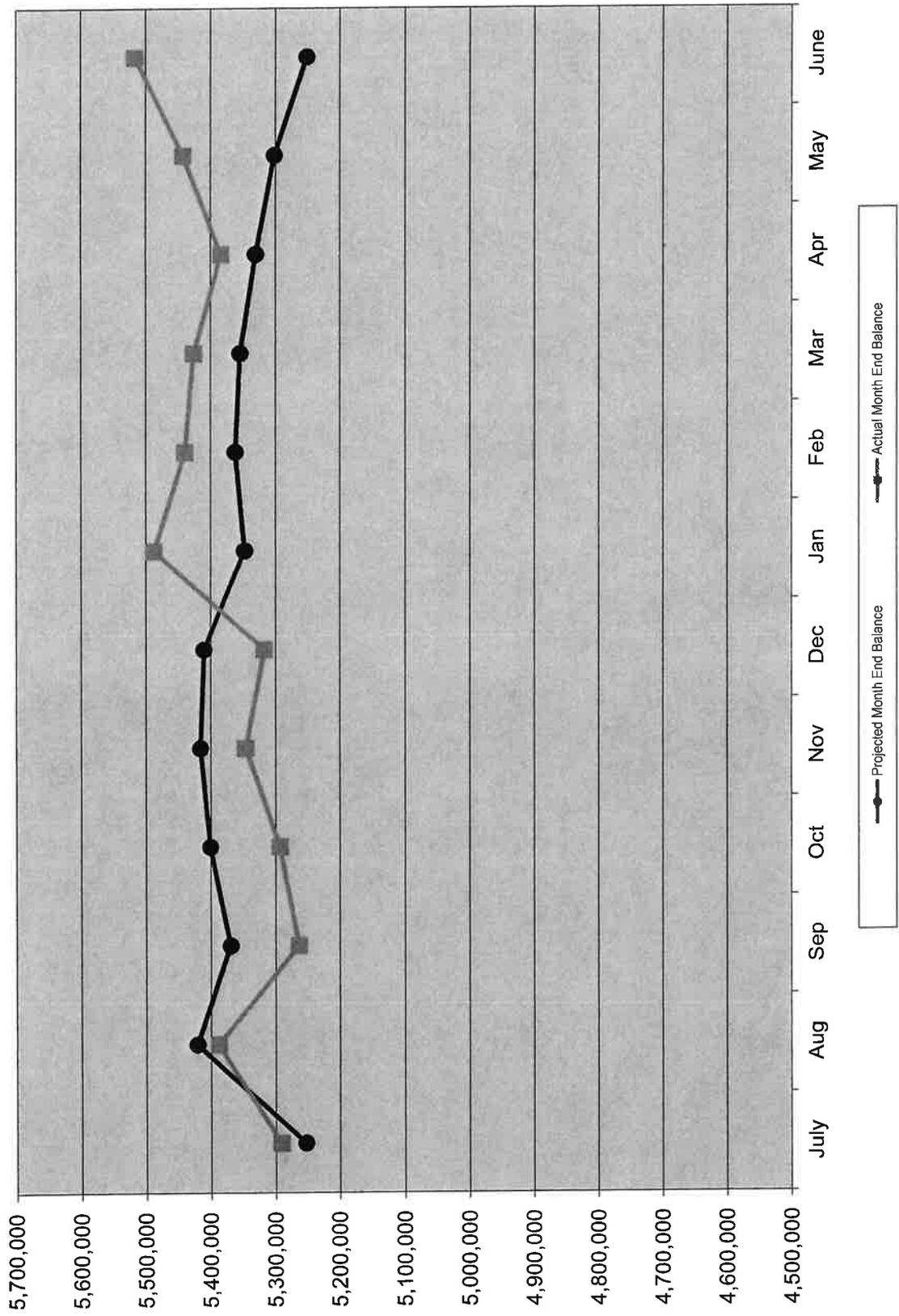
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FY22 Debt Service Fund Balance



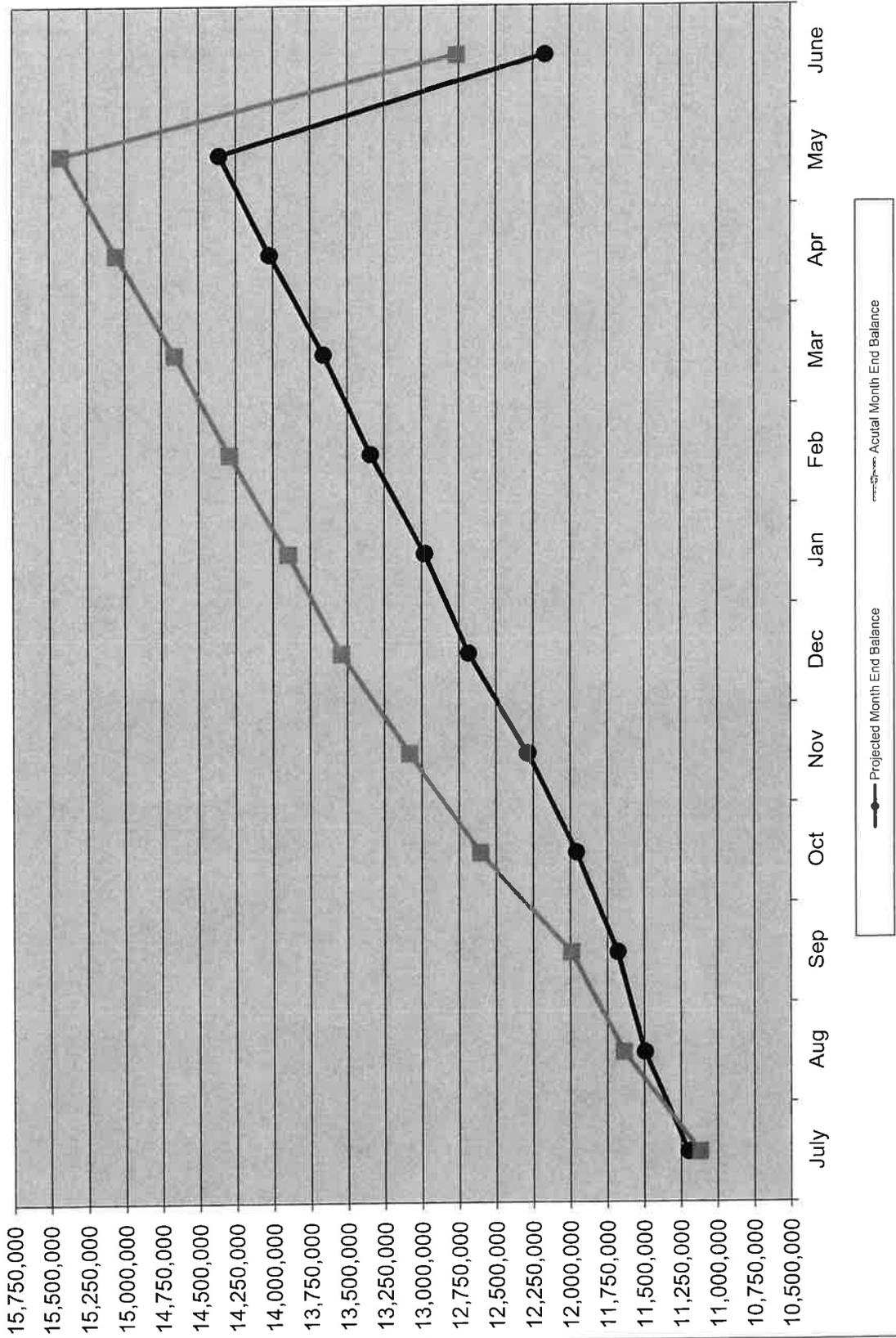
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FY22 Refuse Fund Balance



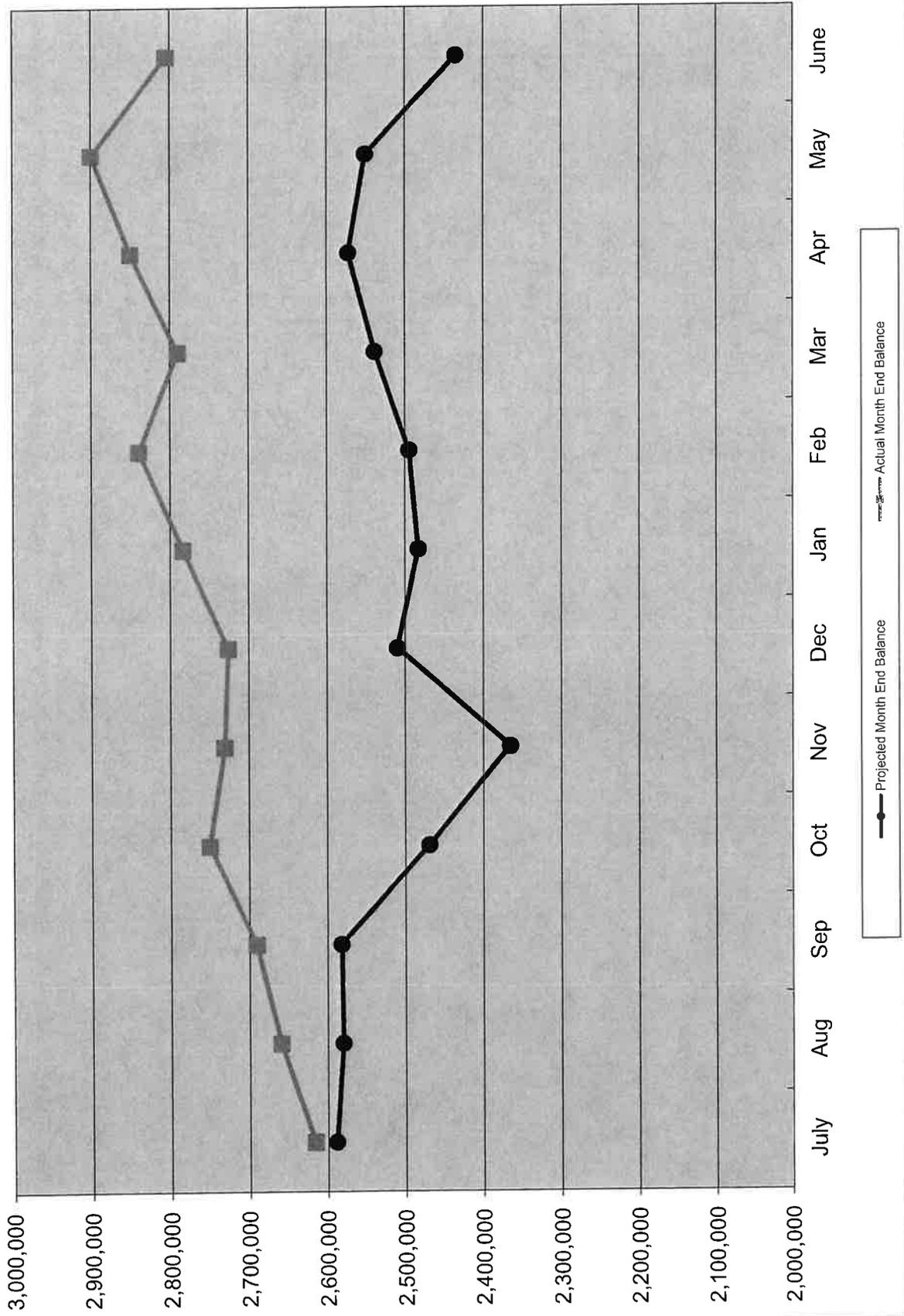
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FY22 Sewer Rental Fund Balance



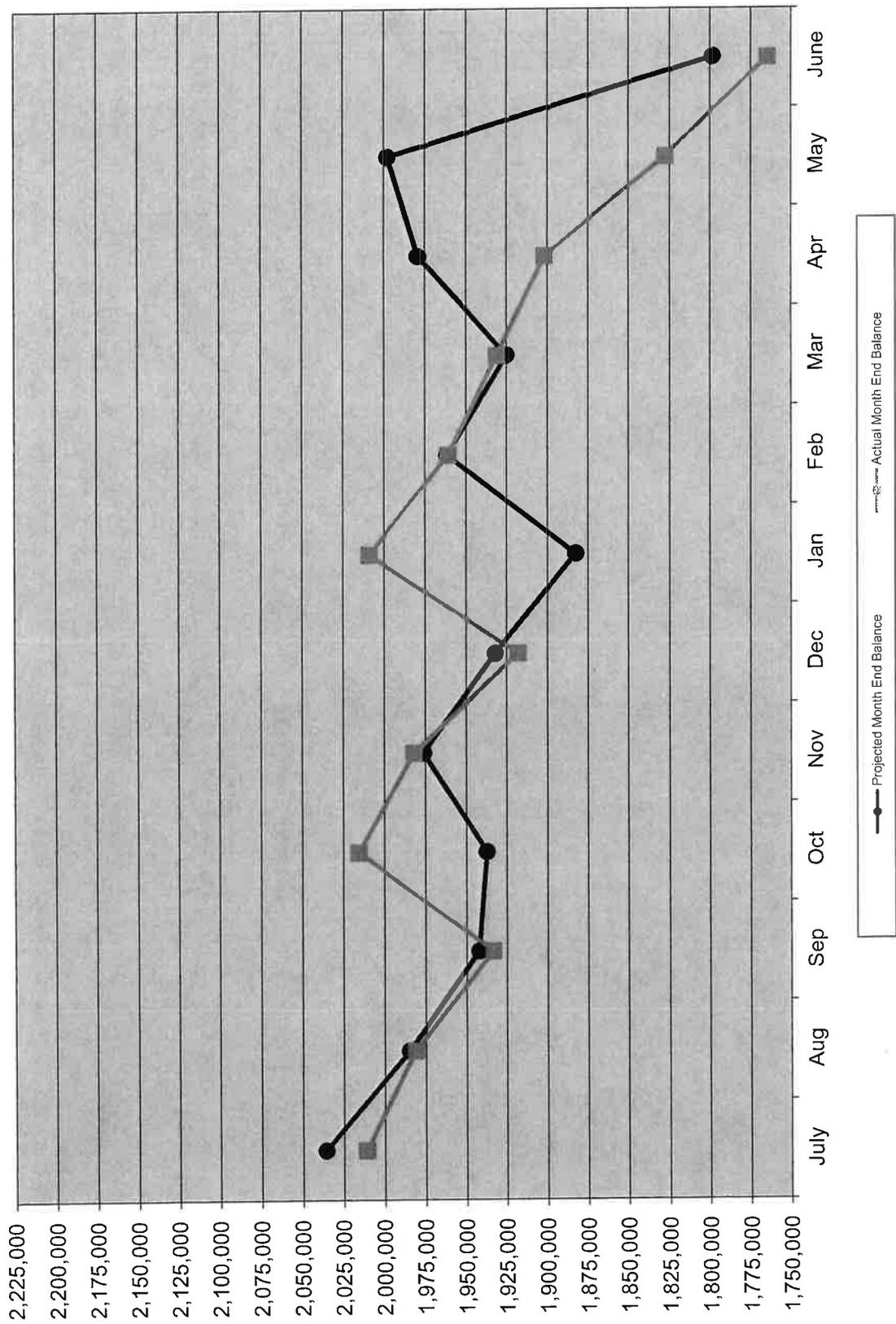
Balcom23

FY22 Storm Water Fund Balance



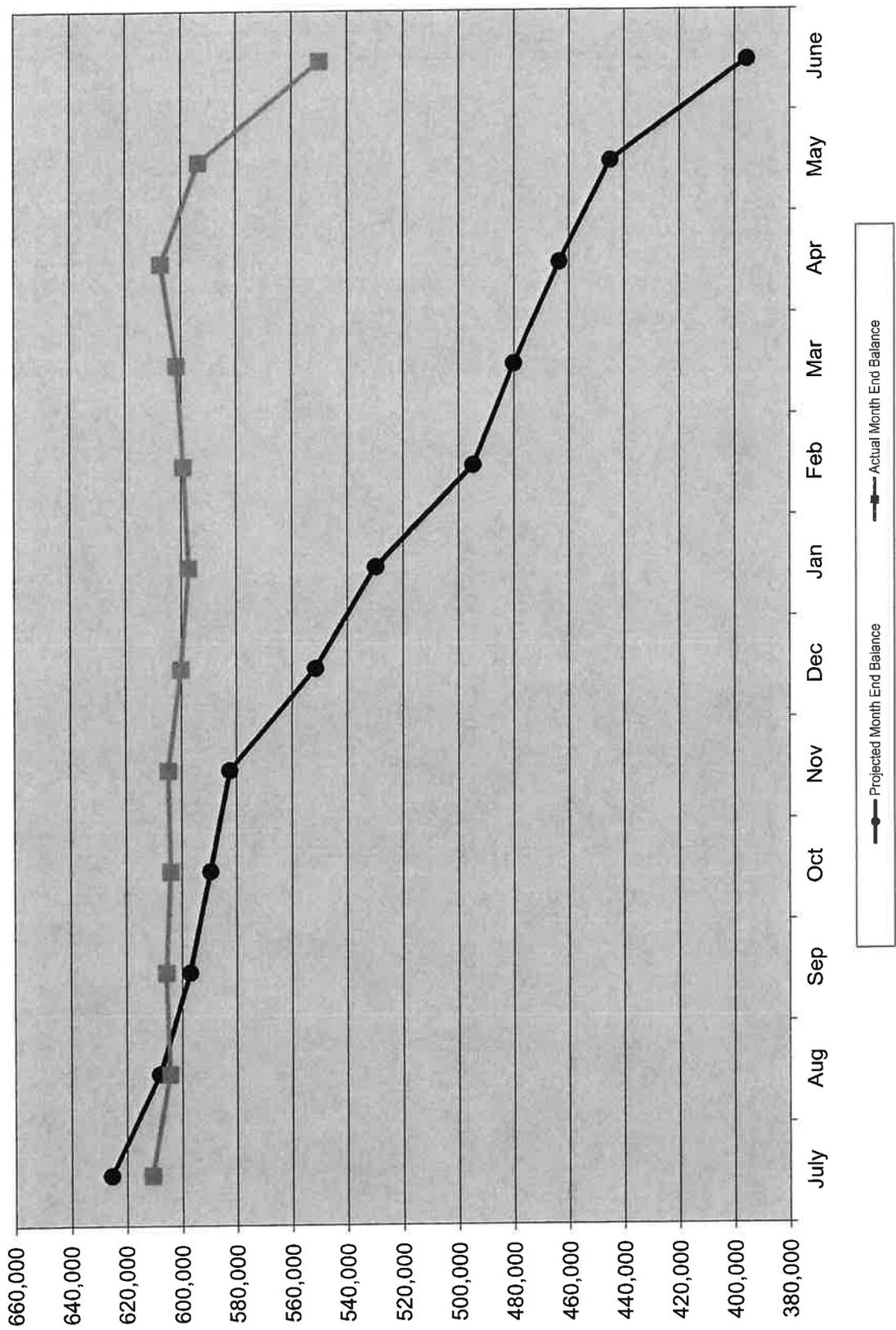
Balcom23

FY22 Cable TV Fund Balance



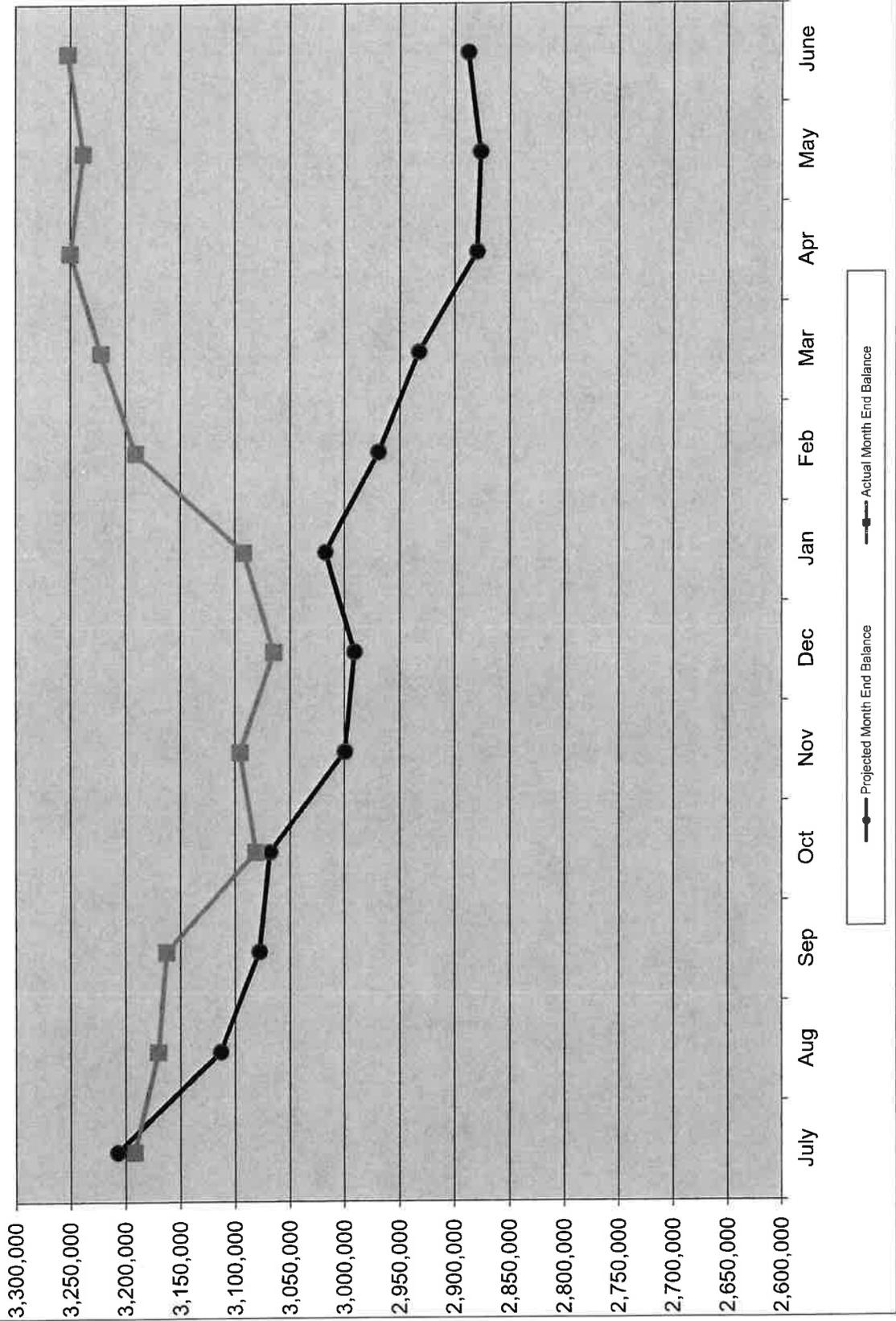
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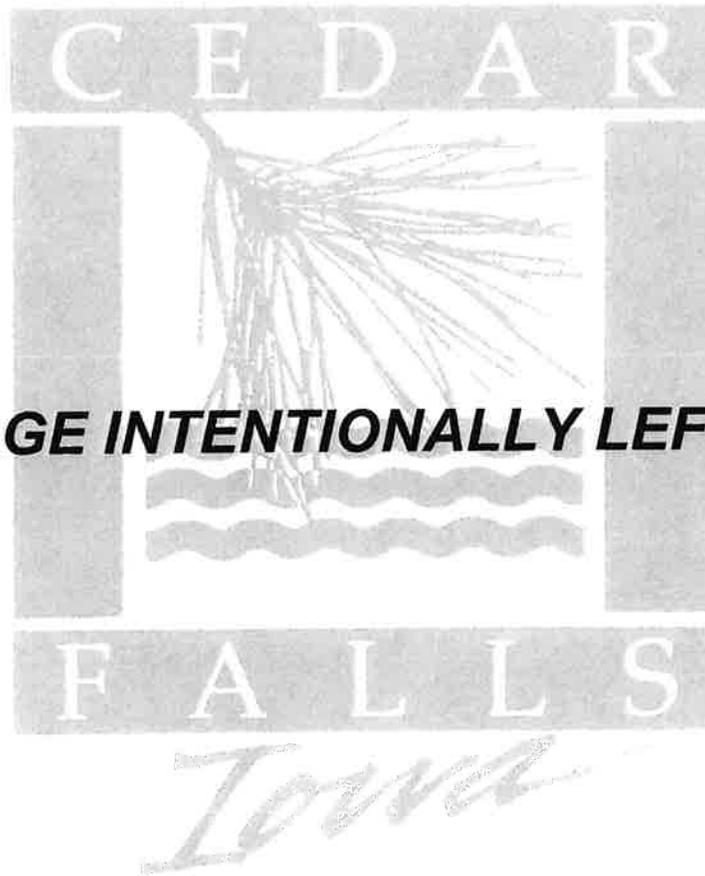
FY22 Parking Fund Balance



Balcom23

FY22 Vehicle Maintenance Fund Balance

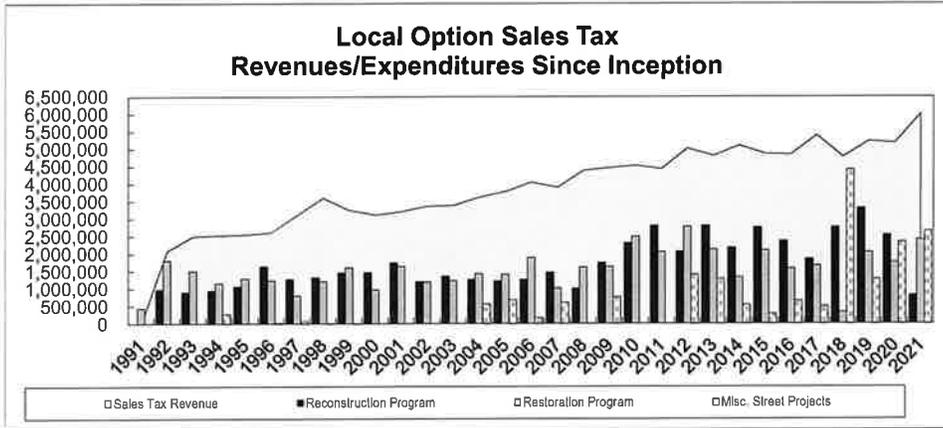




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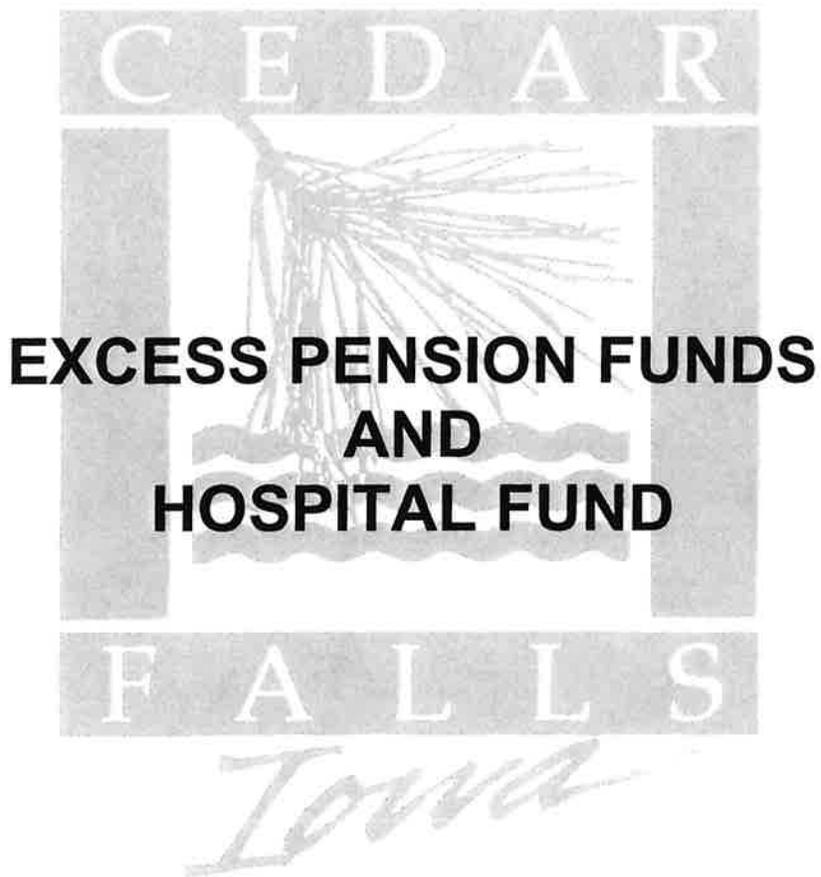


local



Fiscal Year	Reconstruction Program	Restoration Program	Miscellaneous Street Projects	Sales Tax Revenues
1991	\$0.00	\$437,684.89	\$0.00	\$0.00
1992	979,784.55	1,804,045.18	0.00	2,078,962.00
1993	897,301.04	1,500,348.56	0.00	2,500,578.00
1994	943,792.61	1,151,813.85	273,583.56	2,530,151.00
1995	1,057,097.99	1,291,159.42	0.00	2,544,855.00
1996	1,636,877.73	1,233,942.88	17,576.42	2,613,489.00
1997	1,267,582.42	791,121.28	68,291.62	3,101,207.00
1998	1,316,441.73	1,209,222.58	3,508.38	3,601,487.00
1999	1,454,211.58	1,597,517.54	2,950.00	3,251,023.00
2000	1,462,034.07	972,462.02	0.00	3,113,084.00
2001	1,743,509.14	1,642,681.15	0.00	3,204,731.32
2002	1,198,758.40	1,191,231.11	0.00	3,364,204.32
2003	1,355,115.00	1,221,738.00	0.00	3,375,434.38
2004	1,260,719.01	1,425,492.75	561,260.85	3,614,243.58
2005	1,218,793.00	1,412,145.00	685,644.00	3,785,419.87
2006	1,265,249.62	1,883,783.41	169,503.91	4,046,618.24
2007	1,468,344.00	1,013,987.00	606,931.00	3,898,529.00
2008	1,007,368.57	1,614,104.93	7,261.29	4,383,127.21
2009	1,735,277.04	1,632,419.24	752,152.79	4,456,510.20
2010	2,302,845.33	2,492,333.38	0.00	4,527,385.00
2011	2,802,270.22	2,050,977.39	0.00	4,430,823.00
2012	2,055,765.31	2,770,278.82	1,401,918.53	5,016,803.00
2013	2,802,577.52	2,124,936.73	1,285,193.78	4,810,986.34
2014	2,167,498.93	1,323,339.63	531,413.37	5,105,214.00
2015	2,748,003.24	2,093,647.69	273,554.83	4,860,829.00
2016	2,362,387.24	1,576,358.99	655,932.18	4,844,321.00
2017	1,853,400.60	1,653,842.02	496,426.69	5,397,376.00
2018	2,756,213.23	318,198.33	4,411,782.88	4,770,023.00
2019	3,305,708.30	2,042,702.19	1,276,411.32	5,231,771.00
2020	2,539,081.88	1,754,339.00	2,343,142.14	5,174,075.00
2021	808,232.10	2,400,226.08	2,646,896.22	6,007,690.00
Total	\$51,772,241.40	\$47,628,081.04	\$18,471,335.76	\$119,640,950.46

Over the past twenty-nine years, the Street Repair program has expended \$117,871,658 and has received local option sales tax revenue of \$119,640,950. This results in a balance that allows the program to completely cashflow itself. In FY23 reserve funds will be used to finance larger projects shown in the City's Capital Improvements Program.



Cash23/Pensions2

**City of Cedar Falls, Iowa
Excess Pension Fund
June 1, 2022**

Description	Invest. Type	Interest Rate	Maturity Date	Par Value	Annual Interest
Certificate of Deposit Police	CD	2.62%	06/16/22	\$765,000	\$20,043
Certificate of Deposit Police	CD	0.71%	06/16/23	\$1,020,000	\$7,242
Total Invested				\$1,785,000	\$27,285

*Due to low rates of return on certificates of Deposit \$1,701,378 is held in the City's money market account.

**City of Cedar Falls, Iowa
Excess Pension Fund
June 1, 2022**

Description	Invest. Type	Interest Rate	Maturity Date	Par Value	Annual Interest
Certificate of Deposit Fire	CD	2.62%	06/16/22	\$717,000	\$18,785
Certificate of Deposit Fire	CD	0.71%	06/16/23	\$595,000	\$4,225
Total Invested				\$1,312,000	\$23,010

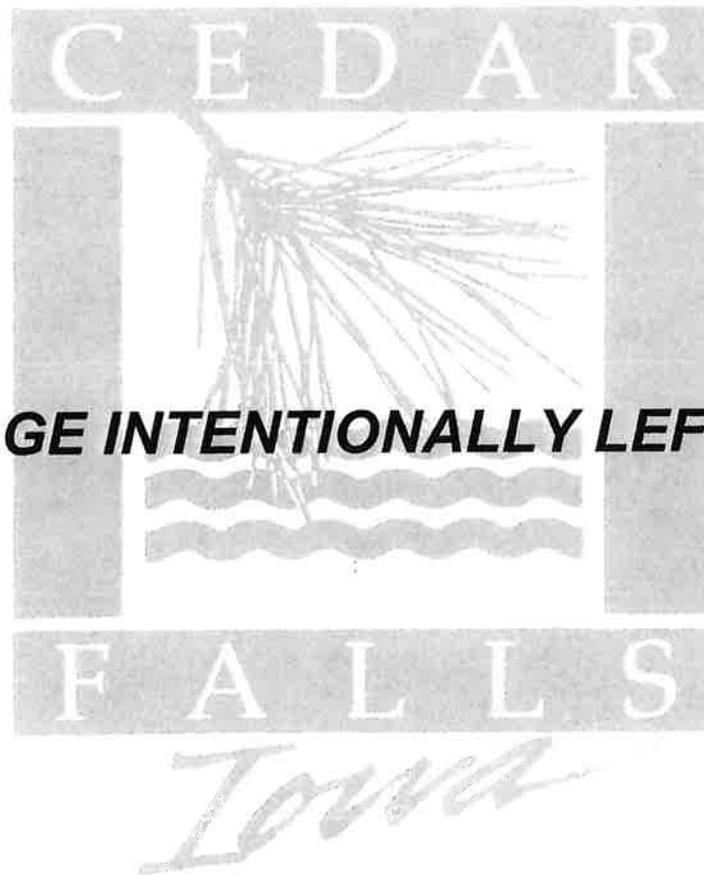
*Due to low rates of return on certificates of Deposit \$1,971,001 is held in the City's money market account.

Hospital

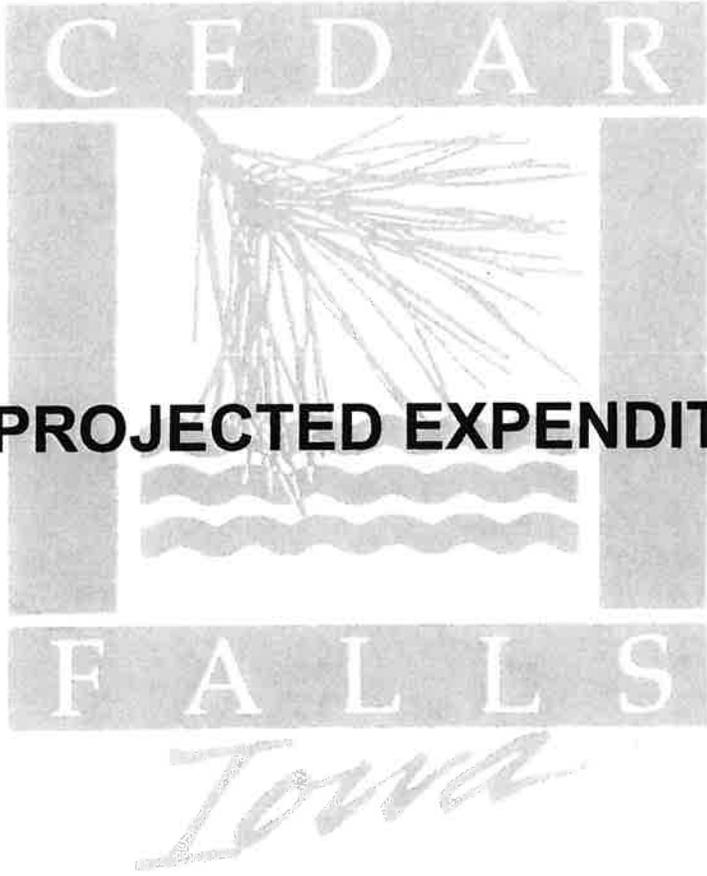
**City of Cedar Falls, Iowa
Hospital Fund
June 1, 2022**

Description	Invest. Type	Interest Rate	Maturity Date	Par Value	Annual Interest
Certificate of Deposit	CD	0.32%	07/13/22	\$4,500,000	\$14,400
TOTAL				\$4,500,000	\$14,400

*Due to low rates of return on certificate of deposit \$6,858,537 is held in the City's money market account.



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FY23 PROJECTED EXPENDITURES

capital23

FY23 CAPITAL EXPENDITURES

GENERAL FUND

	<u>ITEM</u>	<u>AMOUNT</u>	<u>DATE</u>
Mayor			
Mayor	Office Equipment	\$500	04/23
Administrative			
General	One-time capital project	521,500	04/23
City Administrator	Office Equipment	600	04/23
Finance & Business Operations			
Administration	Office Equipment	500	04/23
Financial Services	Office Equipment	3,000	04/23
Human Resources	Office Equipment	500	04/23
Public Records	Office Equipment	1,500	04/23
Community Development			
Planning & Comm. Service	Office Equipment	90	04/23
Inspection Services	Office Equipment	750	04/23
Cultural Services	Equipment	4,000	04/23
	Hearst Usage Study	30,000	07/22-06/23
Public Works			
Cemetery	Structure, Improvement & Building	1,000	04/23
Engineering Services	Levee Maintenance	5,000	07/22-06/23
Park	Inclusive Park Maint.	6,000	07/22-06/23
	Pickleball Court Maint.	35,000	04/23
	New Park Signage	25,000	04/23
	Street Tree Replacement	8,000	04/23
	Emerald Ash Borer	25,000	04/23
	Seerley Park Renovation	25,000	04/23
	RAB Landscaping	5,000	04/23
	Equipment	9,000	04/23
Public Buildings	Community Center Flooring	57,000	04/23
	Bldg. Exterior Waterproofing	60,000	04/23
	LED Lighting (Aquatic Center)	25,000	04/23
	Siren Replacement	60,000	04/23
Public Safety Services			
Fire Operations	Fire Hose	6,000	04/23
	AED	15,000	04/23
Police Operations	Ballistic Vests	9,750	04/23
	Lab & Investigative Equip.	10,000	04/23
	Equipment Reserve	9,000	04/23
	Weapons	18,000	04/23
	Radar	9,000	04/23

ENTERPRISE ACCOUNTS

		<u>ITEM</u>	<u>AMOUNT</u>	<u>DATE</u>
Finance & Business Operations				
Cable Television	Equipment Upgrades		100,000	04/23
	Video Switch		40,000	04/23
	Broadcast Lenses		75,000	04/23
Data Processing	Business Continuity		7,000	07/22-06/23
	Network Upgrades		75,000	04/23
	Computer Installation Program		70,000	04/23
	Document Imaging		20,000	04/23
	Police Computers		20,000	04/23
	Mobile App		1,950	04/23
	Mid-Operating		15,000	04/23
	Penn Testing		80,000	04/23
Vehicle Replacement	Equipment Replacement Program		459,000	04/22
GO Bond Fund	Annual Street Repair - Amenities		60,000	07/22-06/23
	Bunker Gear		45,000	07/22-06/23
	Camera's		20,000	07/22-06/23
	Cedar Heights Drive		2,190,000	07/22-06/23
	Cedar River Project		3,930,000	07/22-06/23
	Financial System		300,000	07/22-06/23
	Greenhill Road & South Main Intersection		250,000	07/22-06/23
	Infrastructure Oversizing		50,000	07/22-06/23
	Katowski Box Culvert		40,000	07/22-06/23
	Main Street		1,500,000	07/22-06/23
	Pedestrian Bridge Replacement		75,000	07/22-06/23
	Sidewalk Reconstruction Program		75,000	07/22-06/23
	Slope Repair		205,000	07/22-06/23
	Trail Oversizing		20,000	07/22-06/23
	West 23rd Street		50,000	07/22-06/23
TIF Bond Fund	Annual Rebates		1,591,710	07/22-06/23
	College Hill Maintenance & Improvements		5,000	07/22-06/23
	Downtown Parking Lot Improvemens		300,000	07/22-06/23
	Downtown Parking Ramp Study		100,000	07/22-06/23
	Downtown Maintenance & Improvements		10,000	07/22-06/23
	Downtown Streetscape		200,000	07/22-06/23
	Gibson Property Development		1,075,000	07/22-06/23
	Industrial Park Expansion		3,000,000	07/22-06/23
	Industrial Park Land Acquisition		1,500,000	07/22-06/23
Intersection Improvements		952,500	07/22-06/23	

ENTERPRISE ACCOUNTS

	<u>ITEM</u>	<u>AMOUNT</u>	<u>DATE</u>
	Main Street	500,000	07/22-06/23
	Northern Ind. Park Maintenance	30,000	07/22-06/23
	Olive Street Box Culvert	800,000	07/22-06/23
	Ridgeway Ave. Reconstruction	1,965,000	07/22-06/23
	Viking Road Reconstruction	3,925,000	07/22-06/23
	W. 22nd St. Realignment & Expansion	25,000	07/22-06/23
Street Repairs	Street Resurfacing & Reconstruction	3,550,000	07/22-06/23
	Cedar Heights Drive	1,397,500	07/22-06/23
	Greenhill Rd. & South Main	1,700,000	07/22-06/23
	Hudson Rd. Bridge Deck	600,000	07/22-06/23
	Intersection Improvements	525,000	07/22-06/23
	Main Street	1,088,000	07/22-06/23
	Seal Coat	100,000	07/22-06/23
	West 22nd St. Expansion	400,000	07/22-06/23
	West 27th St.	1,118,000	07/22-06/23
Capital Projects	Cedar River Recreational Improvements	1,000,000	07/22-06/23
	City Hall Repurpose & Remodel	2,316,380	07/22-06/23
	Code Enforcement, Property Clean-up, Condemnation	45,000	07/22-06/23
	College Hill TIF SSMID Reimbursement	3,110	07/22-06/23
	Cedar River Dam Improvements	75,000	07/22-06/23
	Center St. Improvements	375,500	07/22-06/23
	Door Lock System	50,400	07/22-06/23
	Downtown TIF SSMID Reimbursement	235,870	07/22-06/23
	Financial System Transfers	800,000	07/22-06/23
	Northern Cedar Falls Landscape Improvement	25,000	07/22-06/23
	Parks & Public Land Master Plan	75,000	07/22-06/23
	Trail Maintenance	50,000	07/22-06/23
	Trail Reconstruction	50,000	07/22-06/23
Community Center	Equipment	500	04/23
Community Development			
Tourism & Visitors	Building Reserve	20,000	07/22-06/23
	Building Loan Repayment	10,000	07/22-06/23
	Bike on-street Signage	5,000	07/22-06/23
	Patio Landscaping	30,000	07/22-06/23
	Equipment	2,200	04/23
Capital Reserves	Birdsall Fencing	3,000	07/22-06/23
	Rec Center Heat Pumps	20,000	07/22-06/23

ENTERPRISE ACCOUNTS

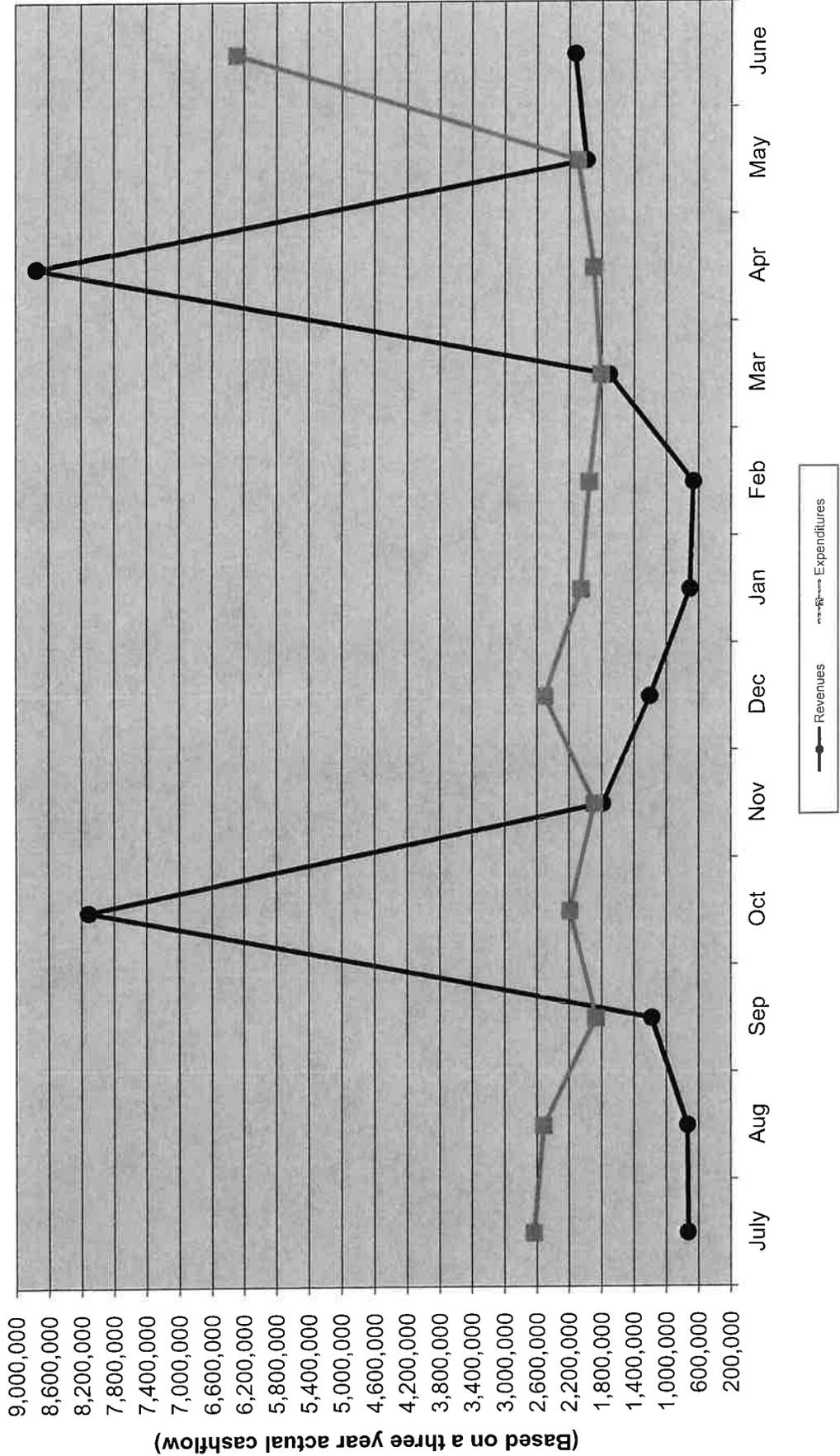
	<u>ITEM</u>	<u>AMOUNT</u>	<u>DATE</u>
	Rec Weight Equipment	300,000	07/22-06/23
	Falls - Maintenance	67,000	07/22-06/23
	Falls - Fence Location	5,000	07/22-06/23
	Pheasant Ridge Cart Path Renovation	65,000	07/22-06/23
	Golf Course Maintenance	5,000	07/22-06/23
	Hearst Usage Study	25,000	04/23
Public Works			
Storm Water	Infrastructure Oversizing	30,000	07/22-06/23
	Center Street Storm Sewer	300,000	07/22-06/23
	Drainage Studies	75,000	07/22-06/23
	Main Street	125,000	07/22-06/23
	Box Culvert	390,000	07/22-06/23
	Slope Erosion	200,000	07/22-06/23
	Erosion Repair	25,000	07/22-06/23
	Permeable Alley	85,000	07/22-06/23
Sewer Rental			
Sewer Section	Annual Street Repair - Sewer	250,000	04/23
	I/I Reduction Project	50,000	04/23
	Infrastructure Oversizing	30,000	04/23
	Lift Station Pump Repairs	30,000	04/23
	Park Drive Cross Connection	100,000	04/23
	Sewer Line Repairs	30,000	04/23
	Sipline Existing Sanitary Sewers	150,000	04/23
Water Reclamation	Polymer Pump	75,000	04/23
	UV Replacement Bulbs	60,000	04/23
Refuse			
Refuse	Refuse Truck	210,000	04/23
	Hook Truck Chassis	60,000	04/23
	Yard Waste Tracking	25,000	04/23
	Recycling site Cameras	50,000	04/23
Street Construction Fund			
Street Construction	Asphalt/Seal Coat	150,000	07/22-06/23
	Intersection Improvements	392,500	07/22-06/23
	Bridge Inspections/Repairs	200,000	07/22-06/23
	Annual Resurfacing	240,000	07/22-06/23
	Asphalt Alley Paving	189,250	07/22-06/23
	Traffic Planning	75,000	07/22-06/23
	Cedar Heights Dr. Reconstruction	73,000	07/22-06/23

ENTERPRISE ACCOUNTS

	<u>ITEM</u>	<u>AMOUNT</u>	<u>DATE</u>
	Main St. Reconstruction	687,000	07/22-06/23
	Union Rd. Phase I (27th Univ)	500,000	07/22-06/23
	West 22nd St. Expansion	250,000	07/22-06/23
	Dump Truck Refurbish	40,000	04/23
	Durapatch Spray Patch	200,000	04/23
	Ford Explorer	35,000	04/23
	Dumptruck/plow	165,000	04/23
Traffic Operations	Signalized Intersection Upgrade	200,000	04/23
ARPA Funding	Main Street - Sewer & Stormwater	625,000	07/22-06/23
Vehicle Maintenance	Refurbish Vehicles	30,000	07/22-06/23

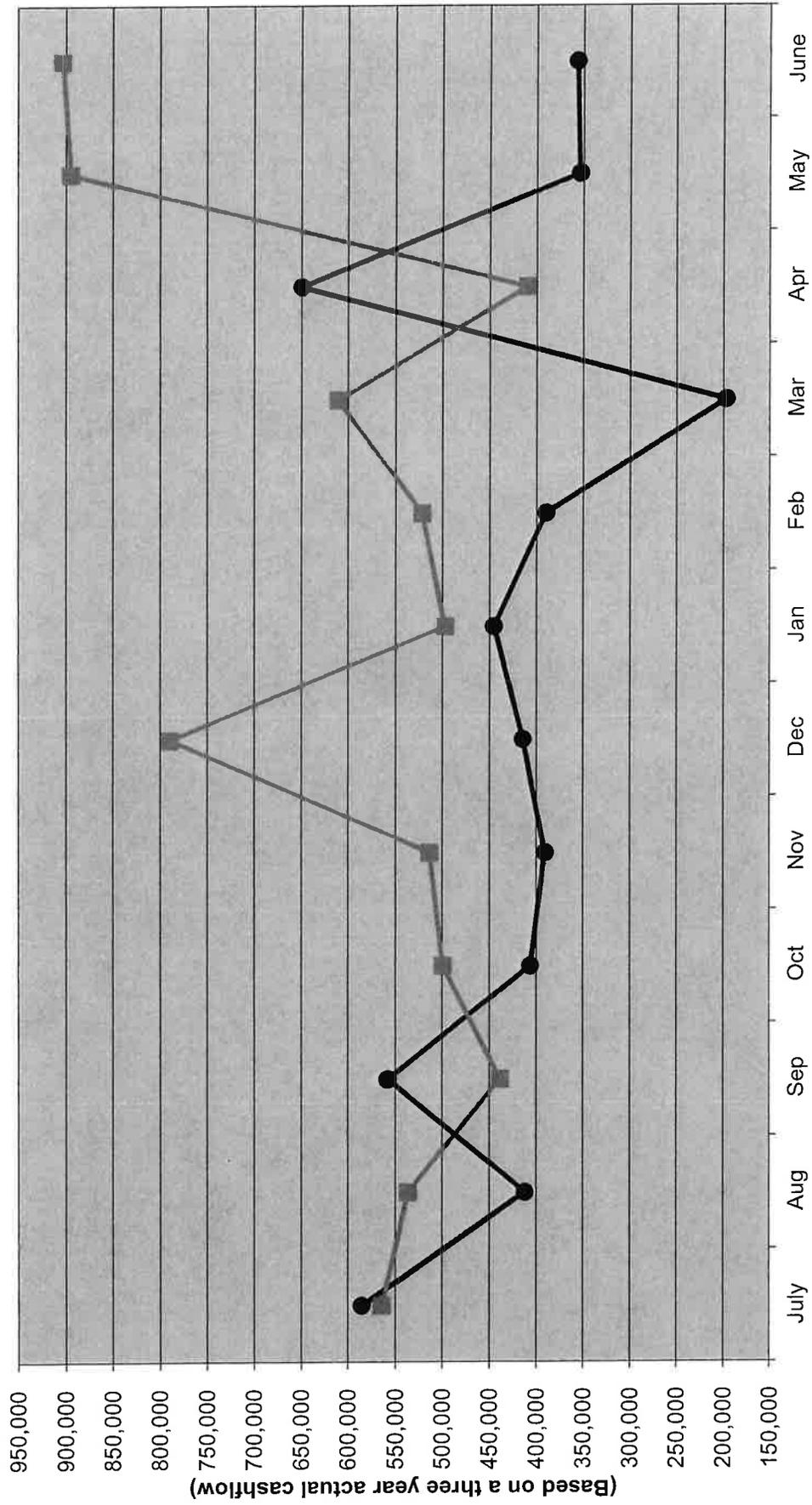
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FY23 General Fund Projected Revenues and Expenditures



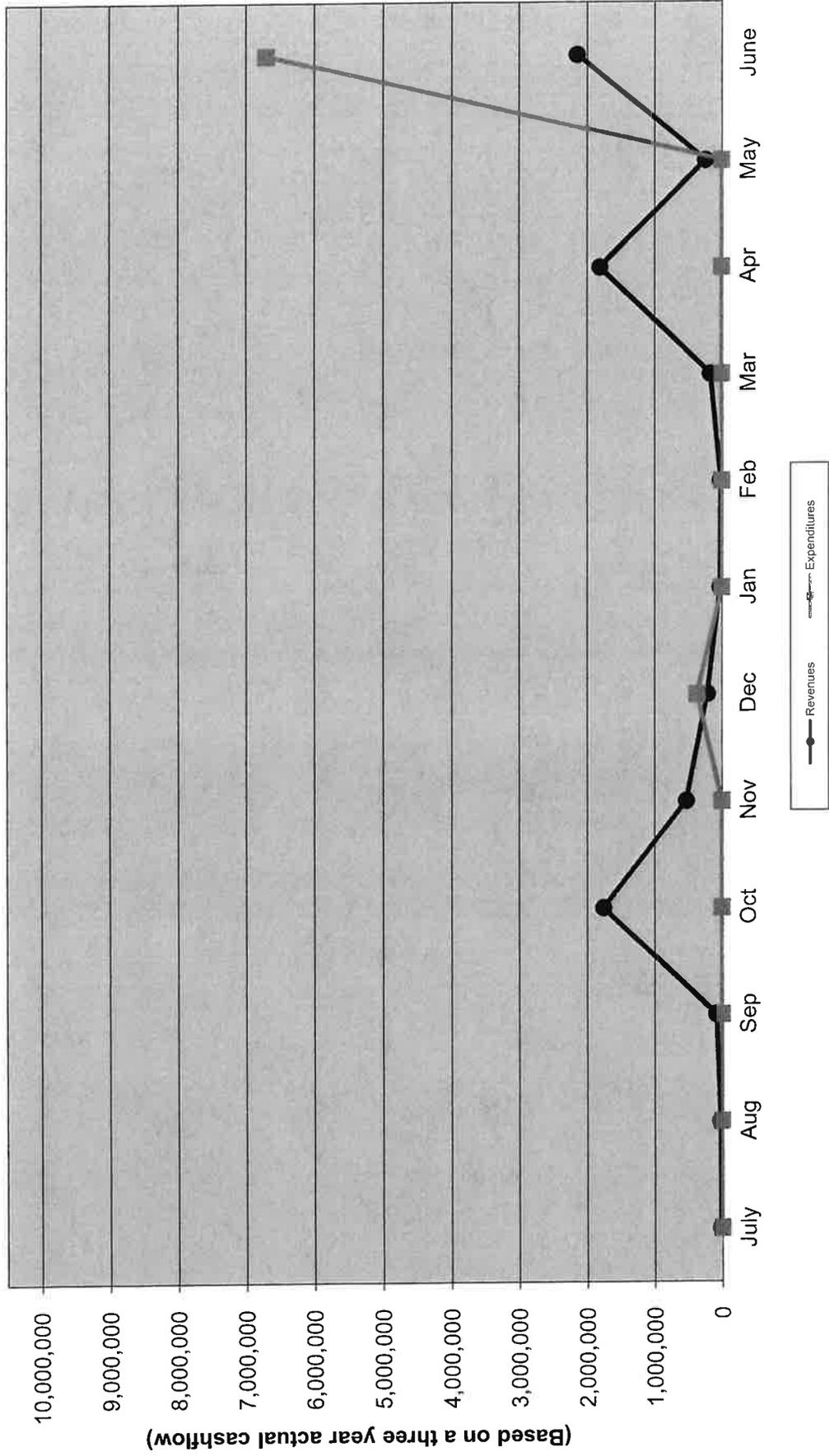
Projre23

FY23 Street Construction Fund Projected Revenues & Expenditures

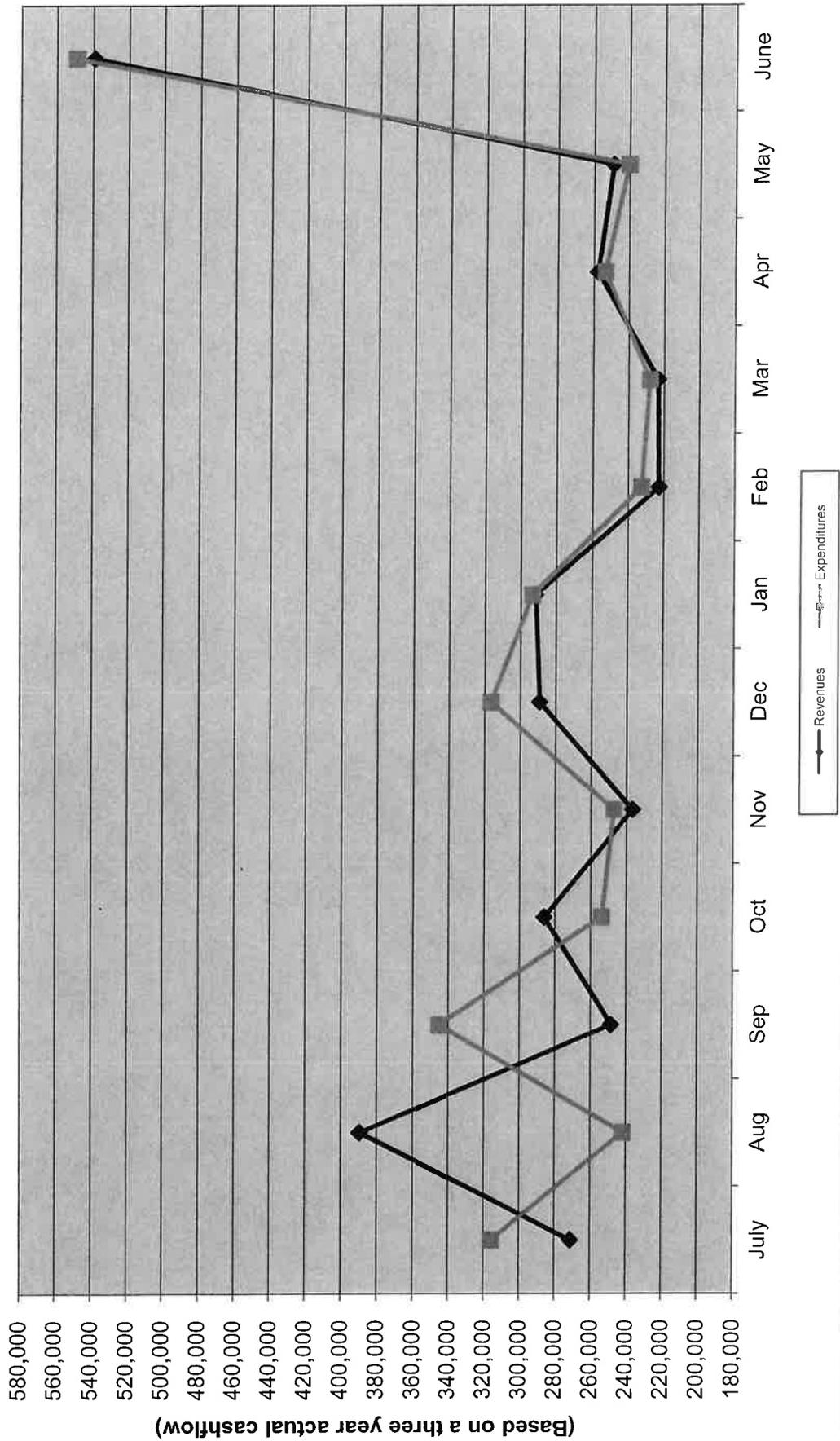


Projre23

**FY23 Debt Service Fund
Projected Revenues & Expenditures**

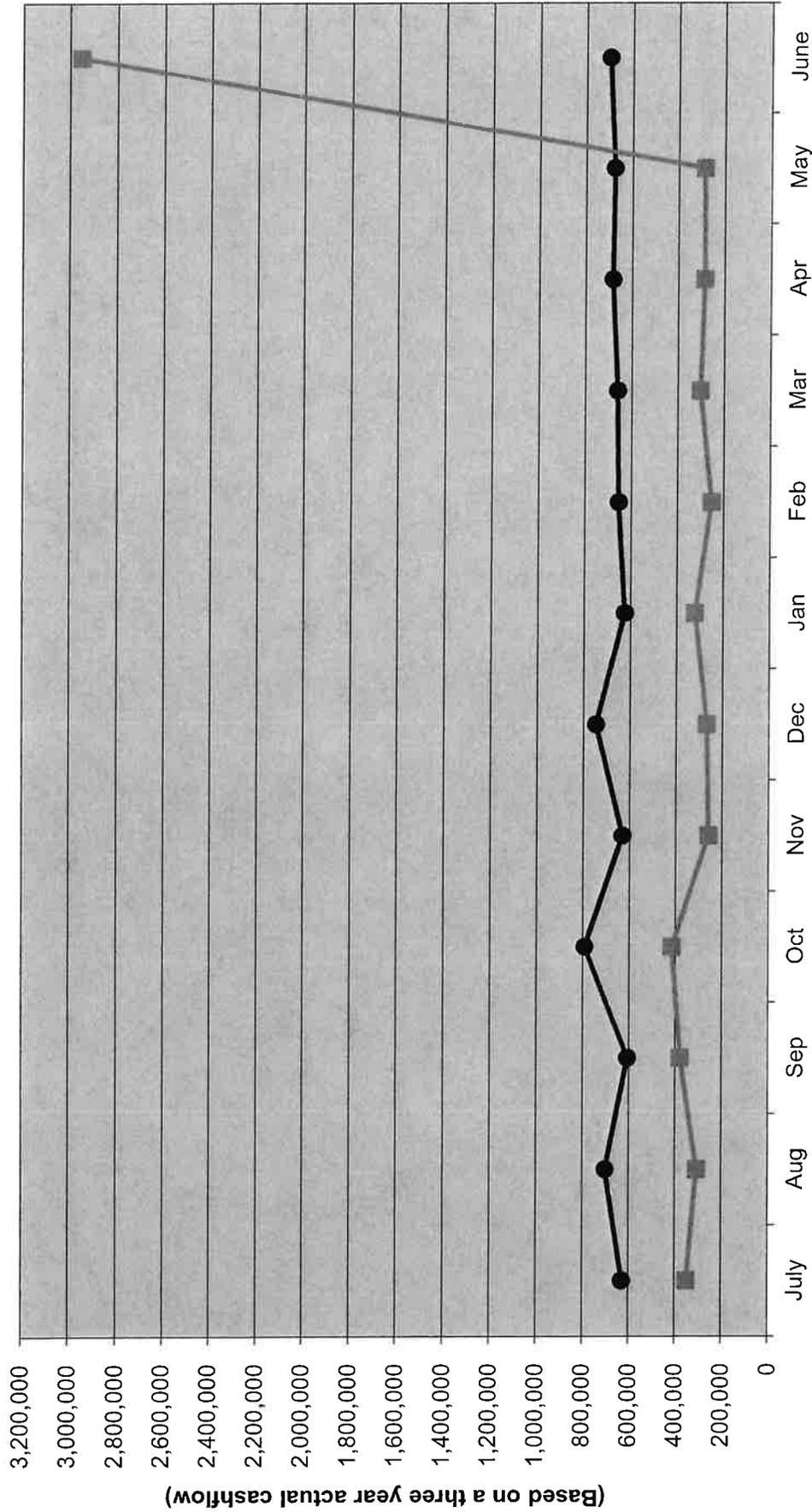


FY23 Refuse Fund Projected Revenues & Expenditures



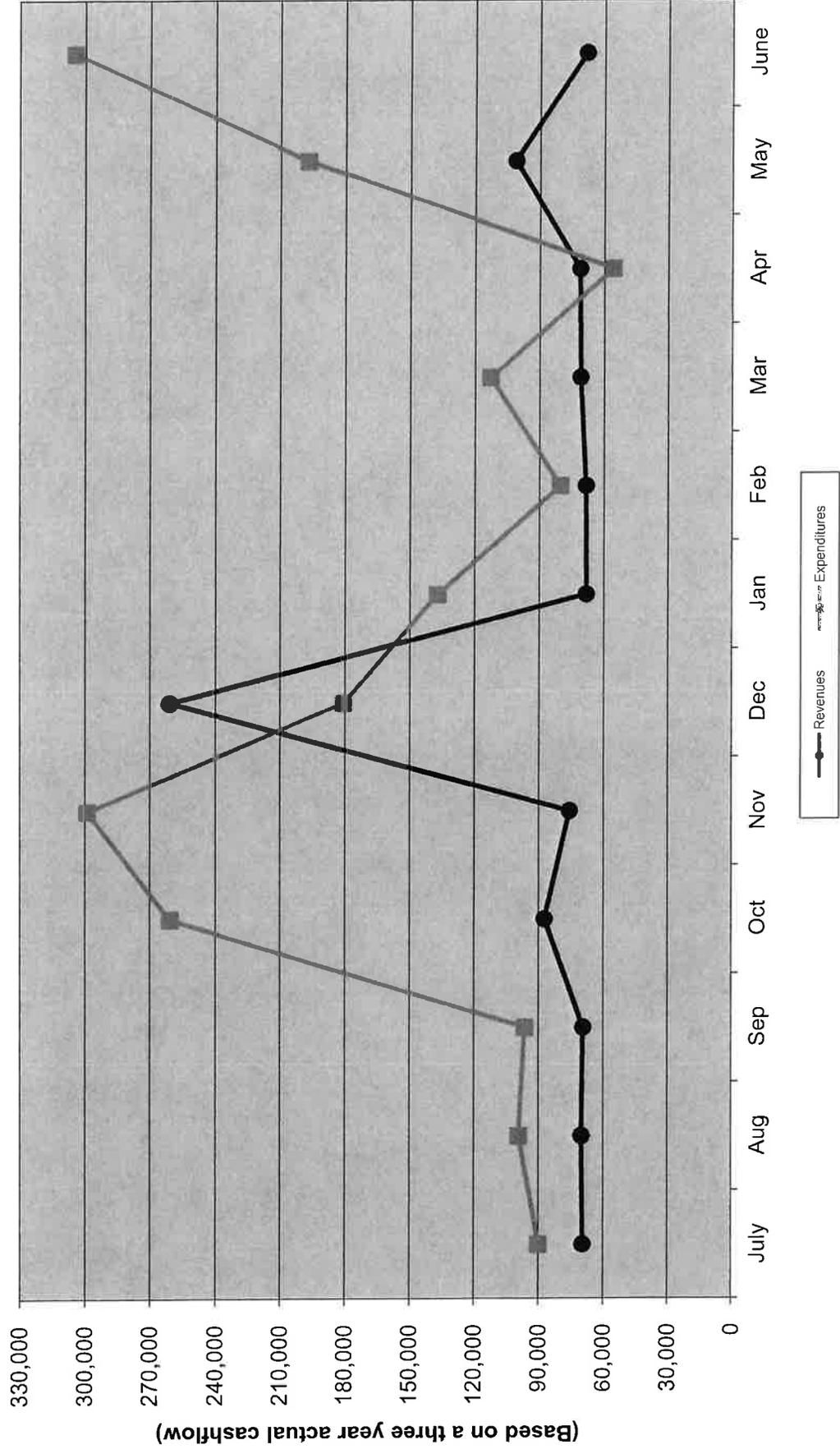
Projre23

FY23 Sewer Rental Fund Projected Revenues & Expenditures



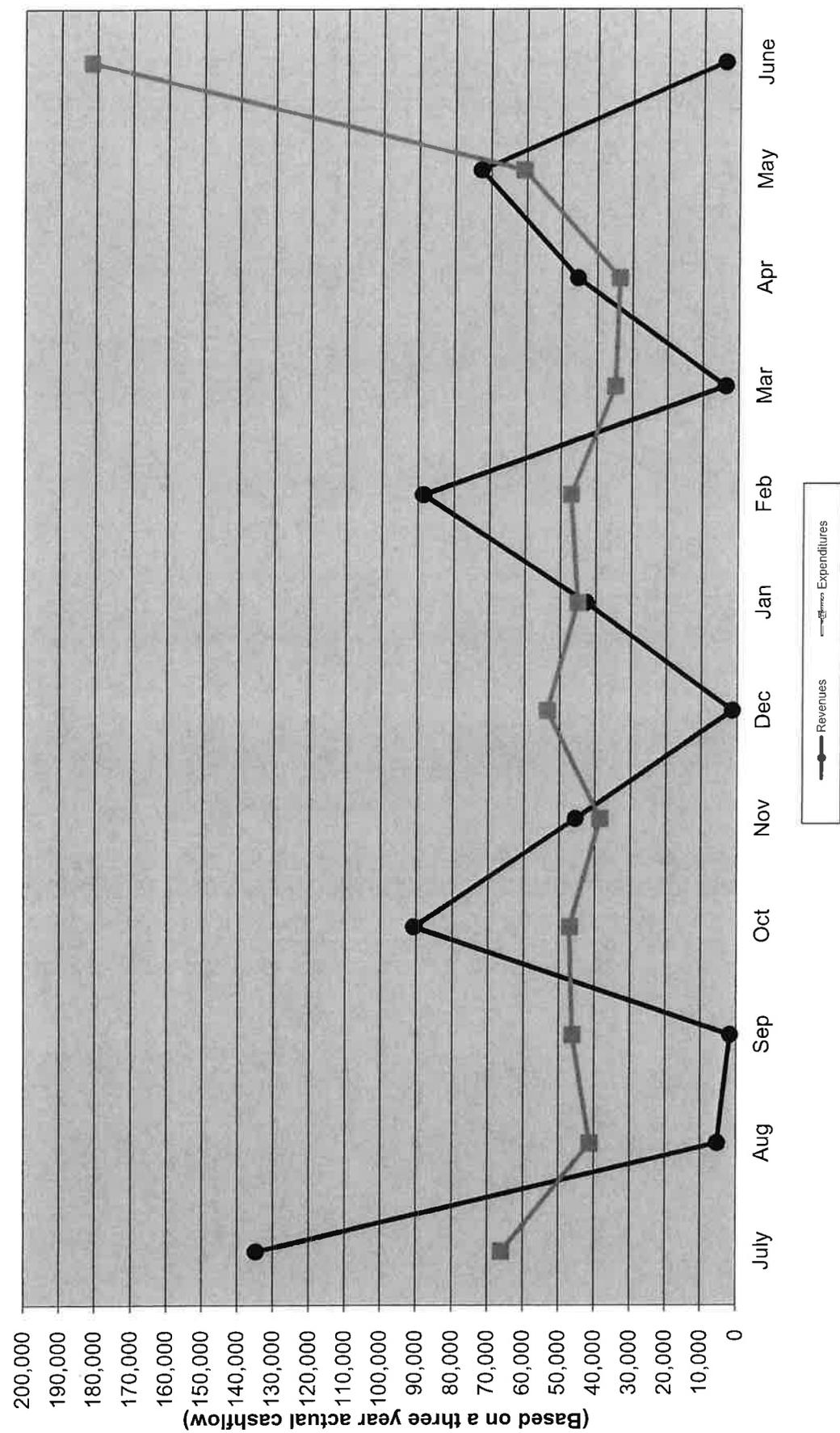
Projre23

FY23 Storm Water Fund Projected Revenues and Expenditures



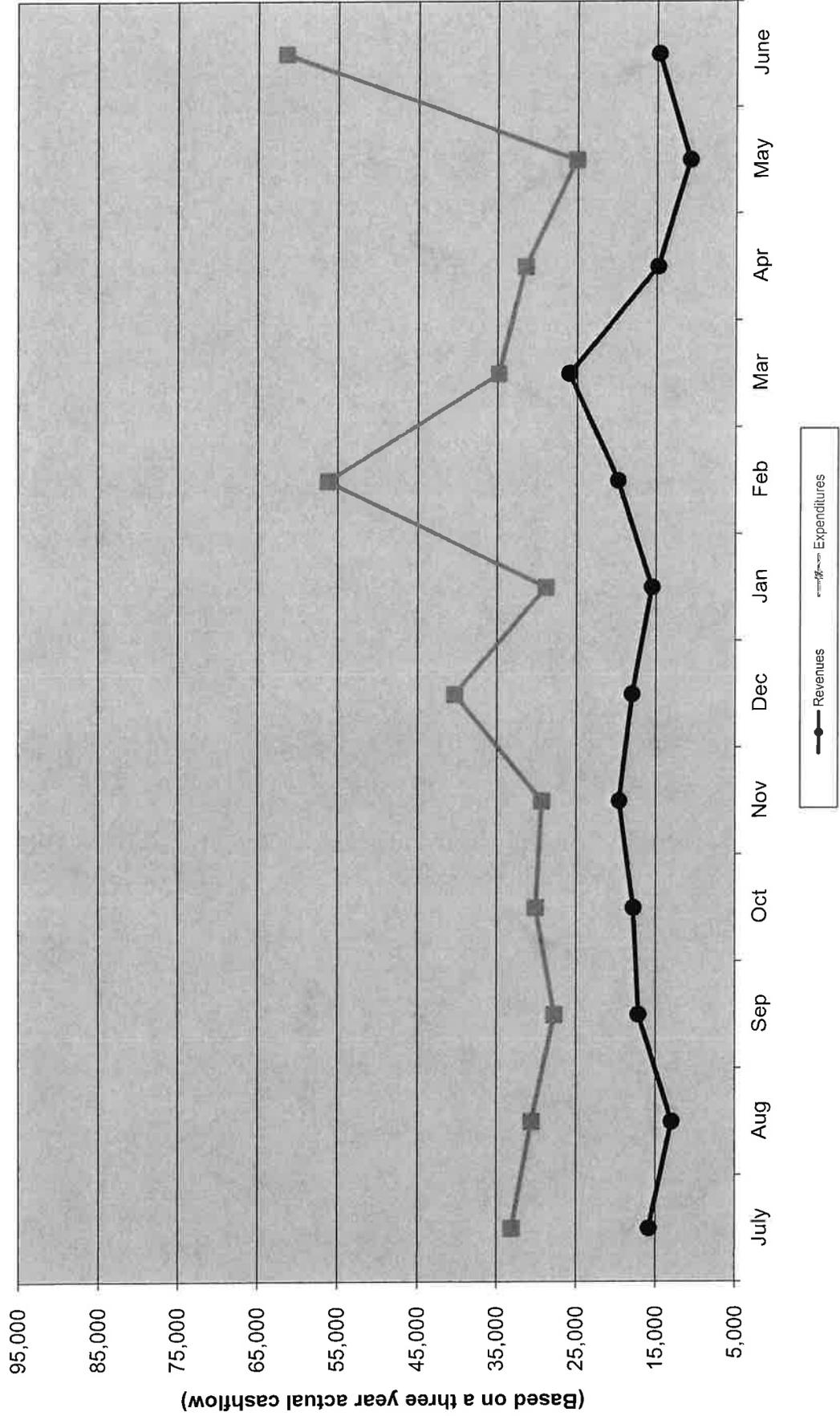
Projre23

FY23 Cable TV Fund Projected Revenues & Expenditures



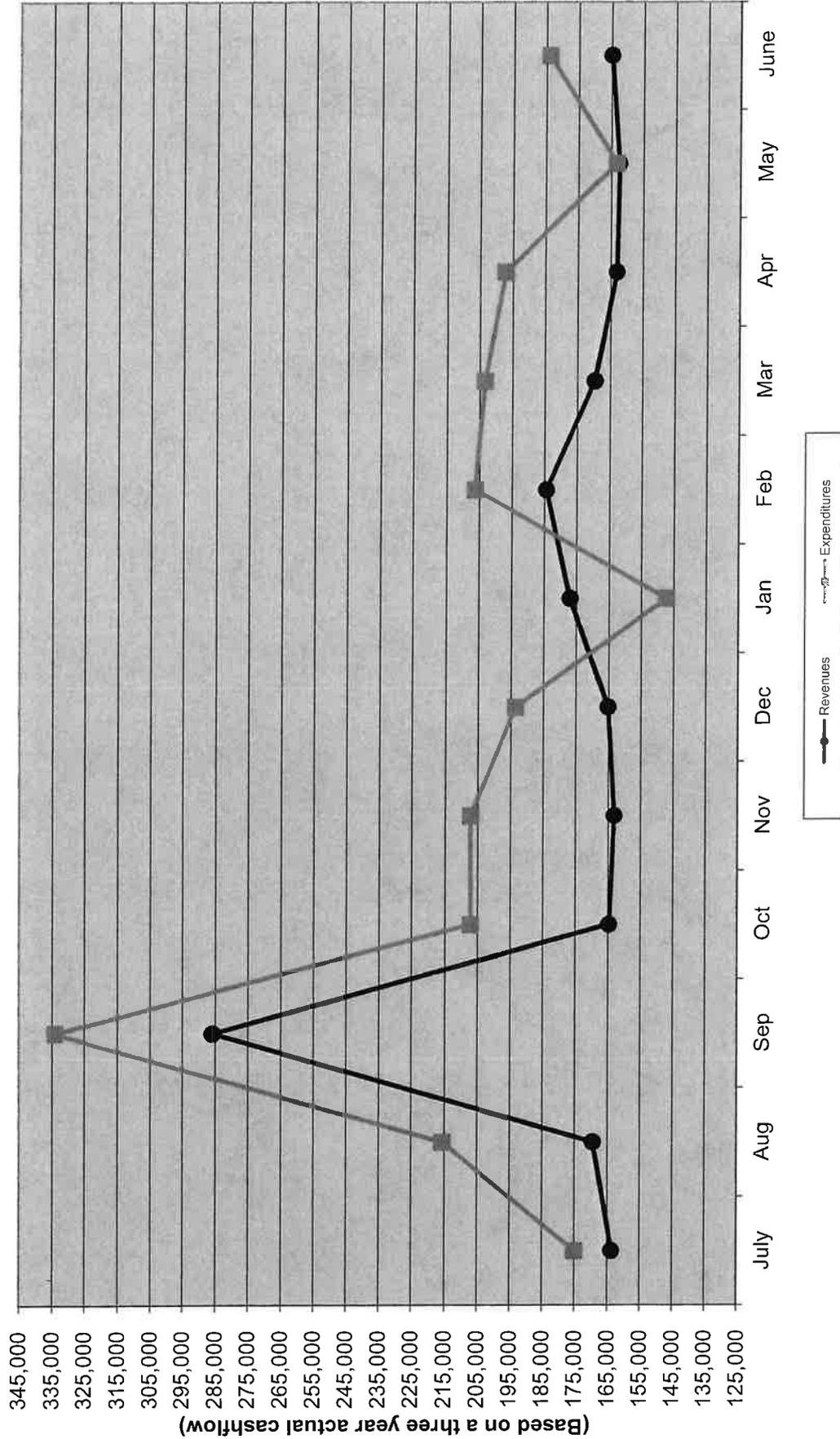
Projre23

FY23 Parking Fund Projected Revenues & Expenditures



Projre23

FY23 Vehicle Maintenance Fund Projected Revenues & Expenditures





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VEHICLE REPLACEMENT PROGRAM

VEHICLE REPLACEMENT PROGRAM FOR 2022-2023

FY22

APR	22	ADM	VM633	F150 PICKUP (IT)		\$36,118.08	IT - 36,118.08 (IT)
TOTAL	FY22	FBO				\$36,118.08	
APR	22	INS		MID SIZE PICKUP (INSP) (SUV)		\$30,000.00	VER - 30,000 (ADM)
APR	22	VT	VM00629	CHRYSLER VOYAGER		\$27,896.00	VER - 27,896 (VT)
TOTAL	FY22	CD				\$57,896.00	
APR	22	POL	VM00631 PD	POLICE INTERCEPTOR SUV	NEW	\$58,178.58	VER - 58,178.58 (POL)
APR	22	POL	VM00632 PD	POLICE INTERCEPTOR SUV	NEW	\$54,350.98	VER - 54,350.98 (POL)
APR	22	POL	VM00634 PD	POLICE Responder (F150)	NEW	\$34,577.00	VER - 34,577 (POL)
APR	22	PS	PS	GRASS FIRE UNIT	NEW	\$45,000.00	VER - 45,000 (POL)
TOTAL	FY22	PS				\$192,106.56	
APR	22	STR	PW03244	SKIDLOADER (wheeled end loader)	NEW	\$101,482.67	STR - 101,482.67 (STR)
OCT	21	STR	PW03236	LOADER MOUNT SNOW BLOWER	NEW	\$159,725.00	STR - 159,725.00 (STR)
NOV	21	STR	PW03245	STREET SWEEPER	NEW	\$234,400.00	STR - 234,400 (STR)
APR	22	REF	PW03227	AUTOMATED TRUCK	NEW	\$113,150.00	REF - 205,033 (REF)
APR	22	REF	VM00141	DUMP BODY	NEW	\$21,578.03	REF - 175,000 (STREET)
JUL	21	PARK	VM00823	ZERO TURN MOWER	NEW	\$7,911.99	VER - 7,749 (PARK)
JUL	21	PARK	VM00622	ELECTRIC MOWER	NEW	\$35,014.00	VER - 35,014 (PARK)
APR	22	PARK/CEM	VM00627	MINI EXCAVATOR	NEW	\$80,414.64	VER - 80,414.64 (CEM)
APR	22	PARK/CEM	VM00628	MINI EXCAVATOR TRAILER	NEW	\$19,200.00	VER - 19,200 (CEM)
AUG	21	PARK	VM00624	F250 PICKUP	NEW	\$40,588.56	VER - 40,588.56 (PARK)
APR	22	ENG		SUV OR PICKUP	NEW	\$35,000.00	VER - 35,000 (ENG)
TOTAL	FY22	PW				\$848,464.89	
TOTAL	FY22	ALL DEPT				\$1,134,585.53	

FY23

APR	23	ADM		SEDAN (Hybrid)		\$30,000.00	VER - 30,000 (ADM)
TOTAL	FY23	FBO				\$30,000.00	
APR	23	INS	TBD	SUV (INSP)	NEW	\$30,000.00	VER - 30,000 (INSP)
JULY	22	REC		GAS MOWER	NEW	\$9,000.00	VER - 9,000 (REC)
TOTAL	FY23	CD				\$39,000.00	
APR	23	POL	PD	POLICE INTERCEPTOR SUV	NEW	\$55,000.00	VER - 55,000 (POL)
APR	23	POL	PD	POLICE INTERCEPTOR SUV	NEW	\$55,000.00	VER - 55,000 (POL)
APR	23	POL	PD	POLICE INTERCEPTOR SUV	NEW	\$55,000.00	VER - 55,000 (POL)
TOTAL	FY23	PS				\$165,000.00	
APR	23	ENG		SUV OR PICKUP	NEW	\$35,000.00	VER - 35,000 (ENG)
NOV	22	STR		2 TON DUMP TRUCK	NEW	\$180,000.00	STR - 180,000 (STR)
APR	23	STR		DURAPATCH SPRAY PATCH	NEW	\$200,000.00	STR - 200,000 (STR)
APR	23	ADM		FORD EXPLORER	NEW	\$35,000.00	STR - 35,000 (STR)
SEPT	22	STR		HYDROSEDER	NEW	\$25,000.00	STR - 25,000 (STR) switched funding source
APR	23	REF		AUTOMATED TRUCK	NEW	\$210,000.00	REF - 210,000 (REF)
APR	23	REF		HOOK TRUCK CHASSIS	NEW/USED	\$60,000.00	REF - 60,000 (REF)

APR 23	PARK		3/4 PICKUP/PLOW	NEW	\$42,000.00	VRF - 42,000 (PARK)
NOV 22	PARK		TRAIL MAINTENANCE EQUIPMENT	NEW	\$60,000.00	VRF - 60,000 (PARK)
OCT 23	PARK	tenative	ELECTRIC MOWER	NEW	\$35,000.00	VRF - 35,000 (PARK)
JULY 22	CEM		CEMETERY MOWER	NEW	\$8,000.00	VRF - 8,000 (CEM)
APR 23	CEM		CEMETERY TRAILER	NEW	\$10,000.00	VRF - 10,000 (CEM)
APR 23	BLDG		MID TOP VAN EV?	NEW	\$35,000.00	VRF - 35,000 (BLDG)
TOTAL	FY23				\$935,000.00	
TOTAL	FY23	ALL DEPT			\$1,169,000.00	
			TOTAL FOR EACH FUNDING SOURCE			
			VRF - VEHICLE RENTAL FEES		927,131.75	
			SRF - SEWER FUND		0.00	
			STR - STREET FUND		957,185.70	
			GO - GENERAL OBLIGATION BONDS		0.00	
			IT - DATA PROCESSING FUND		36,118.08	
			REF - REFUSE FUND		383,150.00	
			TOTAL		2,303,585.53	



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Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

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

Business Information:

Trade Name/DBA Great wall Cwina
Physical Location Address 2125 College St City Cedar Falls ZIP 50613
Mailing Address 2125 College St City Cedar Falls State IA ZIP 50613
Business Phone Number 319-2778899

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP A.K. Lakshmi
Mailing Address 2125 College St City Cedar Falls State IA ZIP 50613
Phone Number 3194862745 Fax Number _____ Email Bansal4biz@gmail.com

Retail Information:

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

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

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

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

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

Name (please print) Gagandeep Bansal Name (please print) _____
Signature G Bansal Signature _____
Date 06/08/2022 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2022 through June 30, 2023

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

Business Information:

Trade name/Doing business as: KWIK STAR 490
Physical location address: 7500 Nordic Dr City: Cedar Falls ZIP: 50613
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Business phone number: 319-277-1025

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Phone number: 608-791-7385 Fax number: 608-793-6120 Email: LicensingDept@kwiktrip.com

Retail Information:

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

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

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

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

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

Name (please print): Donald P. Zietlow Name (please print): _____
Signature: *Donald P. Zietlow* Signature: _____
Date: May 16, 2022 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
 - Fill in the date the permit was approved by the council or board: _____
 - Fill in the permit number issued by the city/county: _____
 - Fill in the name of the city or county issuing the permit: Cedar Falls
 - New Renewal
- Cedar Falls City of 100

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
 Email: iapledge@iowaabd.com
 Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2022 through June 30, 2023

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

Business Information:

Trade name/Doing business as: KWIK STAR 726

Physical location address: 2019 College St City: Cedar Falls ZIP: 50613

Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602

Business phone number: 319-277-7226

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.

Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602

Phone number: 608-791-7385 Fax number: 608-793-6120 Email: LicensingDept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other _____

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

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

Name (please print): Donald P. Zietlow

Name (please print): _____

Signature: *Donald P. Zietlow*

Signature: _____

Date: May 16, 2022

Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Fill in the amount paid for the permit: \$ 100.00

Fill in the date the permit was approved by the council or board: _____

Fill in the permit number issued by the city/county: _____

Fill in the name of the city or county issuing the permit: Cedar Falls

New Renewal

Cedar Falls City of 100

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2022 through June 30, 2023

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

Business Information:

Trade name/Doing business as: KWIK STAR 934
Physical location address: 4515 Coneflower Pkwy City: Cedar Falls ZIP: 50613
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Business phone number: 319-266-6428

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Phone number: 608-791-7385 Fax number: 608-793-6120 Email: LicensingDept@kwiktrip.com

Retail Information:

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

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

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

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

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

Name (please print): Donald P. Zietlow Name (please print): _____
Signature: *Donald P. Zietlow* Signature: _____
Date: May 16, 2022 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
 - Fill in the date the permit was approved by the council or board: _____
 - Fill in the permit number issued by the city/county: _____
 - Fill in the name of the city or county issuing the permit: Cedar Falls
 - New Renewal
- Cedar Falls City of 100

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2022 through June 30, 2023

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

Business Information:

Trade name/Doing business as: TOBACCO OUTLET PLUS 561
Physical location address: 4116 University Ave, Suite 104-105 City: Cedar Falls ZIP: 50613
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Business phone number: 319-268-0995

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Phone number: 608-791-7385 Fax number: 608-793-6120 Email: LicensingDept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print): Donald P. Zietlow Name (please print): _____
Signature: *Donald P. Zietlow* Signature: _____
Date: May 16, 2022 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal
- Cedar Falls City of 100

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

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


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Acting Public Safety Services Director
 Mark Howard, Acting Police Chief
Date: June 13, 2022
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
- b) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
- c) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
- d) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor - renewal.
- e) George's Local, 108 E. 4th Street, Class C liquor & outdoor service – renewal.
- f) Montage, 222-224 Main Street, Class C liquor & outdoor service – renewal.
- g) Starbeck's Smokehouse, 6607 University Ave, Class C liquor & outdoor service – renewal.
- h) The Other Place, 209 Main Street, Class C liquor - new.



MAYOR ROBERT M. GREEN

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

FROM: Mayor Robert M. Green

TO: City Council

DATE: June 14, 2022

SUBJECT: Appointment of Mr. Craig Berte as Cedar Falls Public Safety Director

REF: (a) Code of Ordinances, City of Cedar Falls §2-918: Director of public safety services — Generally.

1. Reference (a) states: *“Appointment. The director of public safety services shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval. Such appointment shall be in accordance with all applicable statutory civil service procedures.”*
2. I have reviewed the candidate’s information and concur with the recommendation of the City Administrator. For this reason, and in keeping with reference (a), I hereby appoint Mr. Berte to the position of Cedar Falls Public Safety Director, subject to City Council approval.
3. Mr. Berte has ably carried out the daily operations of the Cedar Falls Police Division for the past several years as Assistant Police Chief and Police Chief. He is well-regarded within the local law enforcement community, as evidenced during the selection process for Police Chief in 2020. In my interactions with him in his capacity as Acting Public Safety Director, he has amply shown executive-level thinking and demonstrated that he is well-prepared, capable, and eager to perform at the director level in service to the people of Cedar Falls.

Encl: (1) Administrator recommendation letter dated June 3, 2022

XC: City Administrator
City Directors

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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

TO: Honorable Mayor Robert Green

FROM: Ronald S. Gaines, P.E. City Administrator

DATE: June 3, 2022

SUBJECT: Public Safety Director Appointment Recommendation

Cedar Falls City Ordinance Sec. 2-918 outlines the appointment process for Public Safety Director. Sec. 2-918 (a) states:

(a) Appointment. The director of public safety services shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval. Such appointment shall be in accordance with all applicable statutory civil service procedures.

The search process for a Public Safety Director for the City of Cedar Falls has been conducted and completed by a selection committee. The selection committee members were Mayor Robert Green, Mayor Pro-tem Simon Harding, Administrative Committee Chair Kelly Dunn, City Administrator Ron Gaines, Finance and Business Operations Director Jennifer Rodenbeck, Public Works Director Chase Schrage, and Community Development Director Stephanie Sheetz.

Advertisements for the position drew interest from potential candidates across the United States. The position was advertised beginning March 21, 2022 with a closing date of April 14, 2022. Upon the application deadline, there were seven applications on file. Of those applications on file, two were from outside the state of Iowa, Alabama and Texas.

All seven candidates were required to complete a questionnaire. Only five candidates completed and returned their questionnaires. The applicant's cover letters, applications, resumes, and questionnaires of the remaining five candidates were then provided to the selection committee to be scored. After reviewing the application materials and background checks three finalist were selected.

The selection committee interviewed all three candidates. After deliberation the overwhelming consensus of the selection committee is to recommend Acting Public Safety Director Craig Berte to become the next Public Safety Director for the City of Cedar Falls.

In accordance with Sec. 2-918 of the City of Cedar Falls Code of Ordinances and following the process outlined above, it is my honor to recommend Craig Berte to become the next Public Safety Director for the City of Cedar Falls.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: June 14, 2022

SUBJECT: **Diversity, Equity & Inclusion (DEI) Specialist Job Classification**

Attached for your approval is the newly created job classification for the Diversity, Equity & Inclusion (DEI) Specialist position. The position's responsibilities, duties, skills, and qualifications were created based off similar positions within similar municipalities/organizations. Carlson Dettmann, the City's external pay plan consultant, reviewed the job classification, deemed it appropriate, and recommended it be placed in grade 9 of the City's pay structure. On June 13, 2022 the Cedar Falls Human Rights Commission reviewed and gave their approval of the DEI Specialist position with no proposed changes. City staff recommends approval of the Diversity, Equity & Inclusion (DEI) Specialist job classification. If you have questions regarding the job classification, please contact Bailey Schindel, Human Resources Manager at 268-5531.

Attachments



May 10, 2022

MEMORANDUM

TO: Bailey Schindel and Brenda Balvanz

FR: Heather Barber, Consultant

RE: Classification Review –Diversity, Equity & Inclusion Specialist

The City provided job documentation for the above-mentioned position. The position was evaluated, and recommendations follow below.

The Diversity, Equity & Inclusion Specialist is a newly-created position responsible for advancing and embedding social justice, diversity, equity and inclusion across the organization. It is a professional-level position that requires a Bachelor's Degree and 3 years of Human Resources experience.

The position was evaluated in a number of areas including Thinking Challenges, Decision-Making, Interactions and Communications, and Education and Experience. As a result of the evaluation, it is recommended that this position be placed into Grade 9 of the City's salary plan.

Please feel free to contact me with questions on this review.



JOB CLASSIFICATION

Job Title	Diversity, Equity, & Inclusion (DEI) Specialist	Job Code	342
Department	Finance and Business Operations	Pay Band	309
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	04/2022	Adopted	6/20/2022

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Work with all city departments to advance and embed social justice, diversity, equity, and inclusion across the organization; serve as a staff liaison to the Cedar Falls Human Rights Commission while providing education, outreach, advocacy and administrative support for the promotion of human rights in our community.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Human Resources Manager, and works in partnership with the Human Rights Commission.

| This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Responsible for creating, operationalizing, evaluating, and evolving the City's diversity, equity, and inclusion (DEI) related programs and initiatives.
- Collaborate with key human resource and city leaders to effectively embed DEI practices into City strategies.
- Seeks opportunities to incorporate diversity and inclusion practices where appropriate, such as interview training, succession planning, and more.
- Assist City departments in identifying structural and institutional barriers to social equity for underrepresented groups and developing solutions to overcome these obstacles.



JOB CLASSIFICATION

- Ensure compliance with state or federal regulations on diversity and equity; advise and recommend changes to city policies and procedures as necessary.
- Organize and/or conduct appropriate human rights and DEI trainings for City employees.
- Work with and maintain effective communication with City employees, local groups, organizations and the public to educate, advocate, and communicate human rights, diversity, equity, and inclusion topics.
- Assist Human Resources in some aspects of personnel administration such as identifying minority and/or underrepresented recruitment sources.
- Collaborate with Human Resources on employee engagement, satisfaction and/or climate surveys and initiatives to improve overall culture.
- Review, revise and update communication on City documents and website to ensure non-discriminatory, inclusive language is used.
- Build and maintain relationships with community partners engaged in social equity work by contributing to mutually beneficial projects, identifying opportunities to collaborate, and attending meeting and events to stay informed of one another's work.
- Provide planning, leadership and operational support to the Human Rights Commission (HRC) for their goals and work.
- Attend and participate in HRC meetings and conduct administrative duties; prepare agendas, reports, minutes and documentation of monthly HRC meetings.
- Provide advice and training recommendations to the HRC based on established best practices and to address emerging human rights concerns.
- Provide budgetary guidance and recommendations to the HRC and facilitate the annual budget process.
- Work with city departments to ensure Title VI compliance for programs/projects that receive federal funds.

OTHER DUTIES AND RESPONSIBILITIES

- Attend and make presentations at City Council, board and commission meetings as required; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of social justice.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints in collaboration with the Human Rights Commission as necessary.



JOB CLASSIFICATION

- Participate in the work of subordinate level staff as necessary; process various paperwork and data; input information into the computer, access files, and maintain records.
- Establish and maintain effective working relationships with Commissioners, City Council, City Mayor, City Administrator, City Department Directors, Managers and Supervisors, City employees, business and community groups, and representatives of the media and public.
- May assist Human Resources in processing American's with Disabilities Act (ADA) requests.
- Assist the Human Resources division with general HR duties as needed.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Understanding of the theory, history, and practices of human rights.
- Diversity-related issues, legislation, and best practices.
- Understanding of individual, institutional, and structural barriers to advancing equity; experience adjusting policies and practices to achieve more equitable outcomes.
- Equal Employment Opportunity (EEO) and Affirmative Action (AA) knowledge.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.
- Municipal record keeping policies and procedures.

ABILITY TO PERFORM

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Foster an environment where culturally diverse people can work together cooperatively and effectively to meet community and organizational goals around advancing equity.
- Work effectively with diverse groups of people from a broad variety of social, economic, racial, ethnic and cultural levels.



JOB CLASSIFICATION

- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Ability to listen, identify, and understand information and ideas of another person.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.
- Maintain regular and punctual attendance and working hours.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

This position requires at least 3 years of human resource and/or human rights experience with a focus on developing and facilitating professional concepts related to diversity, equity, inclusion, human rights, and/or civil rights programs or equivalent; experience must demonstrate commitment to and knowledge of current issues and best practices related to diversity, equity, inclusion, and social justice.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in human resources, political science, business administration, organizational development, law, or a related field.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; sensitive deadlines and irregular work hours.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 9, 2022
SUBJECT: Audit Engagement Letter

We are just about to begin the audit process for FY2022. This is the second year of our contract with Eide Bailly, LLP to perform our audit engagement.

At the beginning of the audit engagement each year, the auditors provide an engagement letter that they sign and the City signs that acknowledge both parties understand the work that is to be performed. Attached is that letter for your review and approval.

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations

June 3, 2022

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

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Cedar Falls as of and for the year ending June 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated June 3, 2022, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Planned Scope of the Audit

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion of the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views related to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial report process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

Management Override of Controls – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we considered as a significant risk that management of the City may have the ability to override controls that the City has implemented.

Revenue Recognition – We considered revenue recognition as a significant risk due to potential complexities with accounting standards.

The financial statements include the financial statements of Cedar Falls Utilities (Component Units), which we consider to be significant components of the financial statements. Consistent with the audit of the financial statements as a whole, our audit will include obtaining an understanding of Cedar Falls Utilities and their environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of Cedar Falls Utilities and to design the nature, timing, and extent of further audit procedures.

We expect to begin our audit in June 2022 and issue our report in October 2022.

This information is intended solely for the information and use of the Mayor, City Council, and management of the City of Cedar Falls and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,



Dubuque, Iowa



June 3, 2022

Ms. Jennifer Rodenbeck, Director of Finance and Business Operations
Honorable Mayor and Members of the City Council
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cedar Falls, Iowa (City) as of June 30, 2022, and for the year then ending, and the related notes to the financial statements, which collectively comprise the City's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ending June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of the City’s Proportionate Share of the Net Pension Liability.
4. Schedule of City Contributions (Pension).
5. Schedule of Changes in the City’s Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining Fund Statements.
2. Capital Asset Schedules.
3. Financial Data Schedule (issued separately as part of required HUD report).

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section – No opinion or any assurance provided.
2. Statistical Tables – No opinion or any assurance provided.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors’ reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Completion of the auditee's portion of the Data Collection Form

We will not assume management responsibilities on behalf of the City. The City's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Brian Unsen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June 2022.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We agree that our gross fee, including expenses, for the audit will not exceed \$43,500 for the audit of the financial statements (assuming one major program), including the preparation of the REAC submission. Each additional major program will be a fee of \$3,100. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “service providers”) in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other’s confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly’s confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor’s report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a “Dispute”) shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in Dubuque, Iowa. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys’ fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys’ fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Iowa law. Any unresolved Dispute shall be submitted to a federal or state court located in Dubuque, Iowa.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Unsen, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Cedar Falls, Iowa by:

Name: _____

Title: _____

Date: _____



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 13, 2022

SUBJECT: **FY23 Wellmark Blue Cross and Blue Shield Health Plan
Administrative Services Agreement**

Attached for your approval is the health plan Administrative Services Agreement for FY23 with Wellmark Blue Cross and Blue Shield. Wellmark is proposing a 3.5% increase per plan member per month to their Medical Administrative Fee and no cost increase to both their Pharmacy Coordination Fee and Network Access Fee. City staff recommends approval. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

ADMINISTRATIVE SERVICES AGREEMENT

WELLMARK BLUE CROSS AND BLUE SHIELD

and

City of Cedar Falls

Agreement Effective Date: July 1, 2022

Form Number: IA WCBSSD LG SF – Custom 06/07/2022

Version: 09/21

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“**Agreement**”) is made and entered into effective as of the first day of July, 2022 (“**Effective Date**”), by and between Wellmark of South Dakota, Inc., doing business as Wellmark Blue Cross and Blue Shield of South Dakota, an insurance company authorized to administer self-funded group health plans in Iowa, (herein “**Wellmark**”), and City of Cedar Falls, an Iowa public entity with its principal location in Iowa (herein “**Account**”).

RECITALS

1. Account is the plan sponsor and plan administrator of a self-funded group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to Account as the "group policyholder".
2. The group health plan is sponsored, funded and designed by Account. Account wishes to enter into a financial arrangement with Wellmark under which Account is solely responsible for the Claims Paid for Covered Services provided to its Members. Wellmark does not assume any financial risk or obligation with respect to the Claims Paid for Covered Services provided to Members of the Plan.
3. Account desires that Wellmark provide administrative services for its self-funded group health plan and Wellmark agrees to provide such services subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 AGREEMENT DEFINITIONS

- 1.1 “**Accountable Care Organization**” or “**ACO**” means a group of health care providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.
- 1.2 “**Administrative Fee**” means the amount per Plan Member that Wellmark charges the Account for Administrative Services and which includes allocations for Wellmark’s cost of administering the Plan, general operating costs, and profit margin. The monthly Administrative Fee is shown on **Exhibit “A”**, Administrative Fees, Network Access Fees, Other Fees, attached to this Agreement and incorporated by this reference.
- 1.3 “**Administrative Services**” means those services to be performed by Wellmark for Account or for the Plan under this Agreement, as specifically described in Article 3 of this Agreement. Administrative Services expressly exclude any services for the administration of continuation health coverage under the plan pursuant to COBRA or similar applicable law, except as may be specified in a COBRA Administrative Services Agreement or Addendum.

- 1.4 **“Affordable Care Act”** or **“ACA”** means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, **“ACA”**), including implementing regulations.
- 1.5 **“Agreement”** means this Administrative Services Agreement, including all Exhibits, Benefits Document(s), amendments, Plan Member enrollment form(s), and any COBRA Administrative Services Agreement or Addendum. This Agreement also incorporates by this reference the terms of the HIPAA Business Associate Agreement entered into between Wellmark and the Plan.
- 1.6 **“Amounts Not Covered”** means the amounts that are the liability of the Member under the Plan. These include charges for services that are not covered by the Plan, charges for services that are determined to be not medically necessary, reductions in benefits for the Member's failure to follow the Plan's notification requirements, and charges for services that have reached a Plan maximum. Amounts Not Covered does not include amounts that are the responsibility of a health care provider in accordance with the terms of the provider's services contract with Wellmark.
- 1.7 **“Benefits Document”** means the written document(s) available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. Account may at its option incorporate the Benefits Document into its ERISA Summary Plan Description.
- 1.8 **“Care Coordinator Fee”** means a fixed amount paid by a Host Blue to providers periodically for Care Coordination under a Value-Based Program. **“Care Coordination”** is organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's health care needs across the continuum of care.
- 1.9 **“Claims Paid”** means the dollar amount of Wellmark's payment on behalf of the Account for Incurred Claims.
- 1.10 **“COBRA”** means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.
- 1.11 **“Confidential Information”** means all non-public confidential or proprietary information, in any form, delivered or made available or otherwise accessed, collected, processed, stored, or transmitted (whether pursuant to this Agreement or otherwise) by one party or its affiliates, directors, officers, employees and agents (the **“Disclosing Party”**) to the other party, its affiliates, directors, officers, employees and agents (the **“Receiving Party”**). Confidential Information shall include, but not be limited to, Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, payment data, and Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public through no fault of Receiving Party and then only after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.

- 1.12 **“Covered Charges”** means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.
- 1.13 **“Covered Services”** means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.
- 1.14 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.
- 1.15 **“Global Payment/Total Cost of Care”** means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.
- 1.16 **“Grandfathered Health Plan”** or **“Non-Grandfathered Health Plan”** mean the same as such terms are used in the ACA.
- 1.17 **“Health Services”** means educational and informational care management services Wellmark may provide to Members designed to encourage Members’ good health and help them make better health care decisions. Health Services are not clinical services. These services may include, but are not limited to, BeWell 24/7, pregnancy support, care management, or other programs.
- 1.18 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.
- 1.19 **“Host Blue”** means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.
- 1.20 **“Incurred Claims”** means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service during the Rating Period. Notwithstanding the foregoing, Incurred Claims shall not include any claims for payment of health care services for which Account has separately negotiated coverage and/or payment arrangements directly with providers, unless Wellmark has agreed to and is a party to such coverage/payment arrangement.
- 1.21 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member’s admission to the facility is considered as the Incurred Date.
- 1.22 **“Maximum Allowable Fee”** means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For medical services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark's contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

- 1.23 **"Member"** means a person, including a Plan Member's spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account.
- 1.24 **"Network Access Fee"** means the amount charged to Account to gain the collective advantages of the network of providers with which Wellmark, a Host Blue, or any subcontractor of either, has contracted for the provision of Covered Services. The fee is a monthly amount as shown on Exhibit "A", and may include funding for provider incentives. There shall be no Network Access Fee for dental benefits. A portion of the Network Access Fee may include an allocation for administrative expenses above the Administrative Fee.
- 1.25 **"Network Savings"** means the amount saved due to payment arrangements between Wellmark or a Host Blue and health care providers. It is generally calculated as the difference between the Covered Charge and the Maximum Allowable Fee. This result is then added to any other reductions in the liability to a provider pursuant to a contract between Wellmark and the provider, including, but not limited to, reductions for failure to satisfy any notification requirements and medical necessity determinations. If the amount paid to a provider on any claim exceeds the Covered Charges, the Network Savings may be reflected as a negative dollar amount on Account's bill.
- 1.26 **"Patient-Centered Medical Home"** or **"PCMH"** means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
- 1.27 **"Plan"** means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.28 **"Plan Member"** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.
- 1.29 **"Plan Year"** means the year designated by the plan sponsor as the plan year in the plan document or as set forth on Exhibit "A".
- 1.30 **"Protected Health Information"** or **"PHI"** means the same as the term "protected health information" in 45 CFR §160.103.
- 1.31 **"Provider Incentive"** means an additional amount of compensation paid to a health care provider, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
- 1.32 **"Rating Period"** means the period of time set forth on Exhibit "A" or the most recent revision to Exhibit "A".

- 1.33 **“Shared Savings”** means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.
- 1.34 **“Value-Based Program”** means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.
- 1.35 **“Wellmark Confidential Information”** means any information with respect to Wellmark’s systems, procedures, methodologies and practices used by Wellmark in connection with claims processing, claims payment or utilization management, together with the fees, terms, payment arrangements, discounts with providers, and related information, as well as any strategic and competitively sensitive information and trade secrets, policies, procedures, and processes of Wellmark, the Blue Cross Blue Shield Association and its licensees.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Group Health Plan Compliance.** Account is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and applicable law, and is responsible for group health plan design, eligibility, and compliance. Account will exercise its responsibilities in the time required by law and has full responsibility for all of the following:
- a. Maintaining the Plan, determining Plan design, and funding payment of Claims Paid;
 - b. Determining eligibility criteria for Members subject to certain Wellmark enrollment guidelines, including the requirements for locations or Members located outside of Iowa; Account is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage promptly for ineligible individuals;
 - c. Designating the Plan Year for the Plan;
 - d. Complying with all applicable laws, reporting and disclosure requirements related to this Agreement and applicable to Account as sponsor of a group health plan, including compliance with any applicable non-discrimination laws in connection with the plan, including but not limited to the following: furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage (“**SBC**”), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Account will also: (i) make available to Members on request the uniform glossary of insurance-related terms; (ii) comply with any applicable non-discrimination laws in the design and administration of the Plan; and (iii) furnish all notices and fulfill all requirements with regard to COBRA continuation coverage for the Plan, except to the extent any COBRA administration requirements have been expressly delegated to and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;

- e. Reviewing and approving promptly templates or drafts of Benefits Document(s) reflecting the Plan design, eligibility and benefit information Account provides to Wellmark. Account is responsible for reviewing the draft Benefits Document(s) promptly, typically within thirty (30) days of receiving the draft document(s), and determining to Account's satisfaction that the document(s) meet all of Account's legal and business obligations and advising Wellmark of any necessary revisions or approval. The absence of Account's express timely approval of any Benefits Document(s) provided by Wellmark will be considered Account's approval that the draft documents are consistent with benefit information provided by Account, and Wellmark will administer the benefits in accordance with the proposed documents. Once in final form, Account will make the Benefits Document(s) available to Plan Members;
- f. Making final determinations regarding claims, claims internal appeals, or claims exceptions, except to the extent expressly delegated to, and accepted by, Wellmark in Sections 3.1 and 3.6 of this Agreement;
- g. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits at renewal, or material modifications at any time during the Rating Period. Account shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Document templates, or the issuance of other required notices within the time required by law;
- h. If the coverage of any Member is terminated retroactively, Account represents that it either has not collected any premium contribution from the retroactively terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;
- i. Payment of any state premium tax, use tax, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;
- j. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. Account is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to Account in the applicable employees' wages for federal or state income tax, employment tax, and Form W-2 reporting purposes;
- k. Account shall maintain a process for external review of final internal adverse benefit determinations as required by ACA, except to the extent expressly delegated to, and accepted by, Wellmark in this Agreement; and
- l. Calculating, reporting, and payment of any fees and assessments, however denominated, required for all group health plans under ACA.

2.2 **Enrollment Information; Social Security Number Reporting; Information Requirements.** Account agrees to furnish Wellmark with reports, data, and information, including but not limited to, eligibility, enrollment information, physical home address, and Social Security number for each Member, benefit selection or benefit changes for the Plan, claims history, and information necessary for the administration of the Plan. Account shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in determining any person's rights to benefits under the Plan, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. Account recognizes that its timely, accurate, and complete reporting of the information set forth in this section is necessary for Wellmark to perform its obligations under this Agreement and that should reporting be inaccurate, untimely, or incomplete, Wellmark shall be excused from the performance of the Administrative Services affected by such inaccuracy or delay.

Account shall provide Wellmark with eligibility or enrollment information in a standard medium and layout using Wellmark's proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-standard format or application. Account acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

2.3 **Account Representation Regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility.** Account represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all applicable laws and regulations, including specifically, the prohibition on excessive waiting periods. Account shall enroll persons eligible for coverage in the Plan in advance of each person's effective date of coverage and shall provide Wellmark with each person's name, Plan selection, Social Security number, and other required identifying information. Account shall provide all initial enrollment information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, Account shall provide Wellmark with updated required information as such changes occur. Account shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. No requested eligibility, enrollment or coverage change shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account.

2.4 **Notice of Persons Terminated or No Longer Eligible for Coverage; Account's Liability for Claims Paid.** Account shall notify Wellmark of any person's termination or ineligibility for coverage under the Plan in advance of the effective date of the change if possible, but in no event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account. If Incurred Claims prior to the date Wellmark is notified of the coverage termination have been paid and are not or cannot be recouped, Account shall be

responsible for the Claims Paid prior to the date Wellmark is notified of the coverage termination.

- 2.5 **Medicare Secondary Payer (“MSP”).** Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and applicable law, Wellmark provides information to Centers for Medicare and Medicaid Services (“**CMS**”) regarding such dual health coverage for Members and Account’s enrollment on a quarterly or more frequent basis.

Account is solely responsible for compliance with MSP laws and other requirements and shall gather and timely provide information to Wellmark regarding Account’s size and status and Employer Identification Number (“**EIN**”)(s), or concerning the Medicare enrollment of Members, Plan enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures. Wellmark shall use all such information provided by Account to properly coordinate medical and pharmacy benefits administered by Wellmark or a Wellmark-contracted vendor on behalf of Account with Medicare as required by law. In the event Account does not timely provide such information to Wellmark, Account shall be solely responsible for its non-compliance with MSP laws and other requirements, including, without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members. Wellmark will not coordinate with Medicare with respect to benefits that are administered by a third-party vendor other than Wellmark or a Wellmark-contracted vendor, and Account is solely responsible for coordinating benefits administered by such outside services vendor(s) with Medicare as required by law.

- 2.6 **Stop Loss Insurance Coverage.** Account is solely responsible for the Claims Paid for Members of the Plan. Account may at its option separately purchase stop loss insurance coverage, which shall be reflected in a separate policy. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account shall advise Wellmark of the terms of such coverage and Account shall be solely responsible for all reporting, submission of claims, payment of premiums, and any other obligation required by its stop loss policy with the other carrier. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account is also solely responsible for ensuring that such stop loss coverage is consistent with Account’s benefits documents and Wellmark’s administration thereof. Upon request Wellmark will provide Account with standard stop loss reports necessary for Account to file stop loss insurance claims with its stop loss carrier.

- 2.7 **Outside Services Vendor(s) to the Plan.** If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor, such as, for example, pharmacy benefits management services or telehealth management services, Account shall be responsible for compliance with laws, the accuracy and submission of reports, claims data reporting, payments, and for any other obligation required by its vendor agreements. If Account requires its vendor to submit claims for Covered Services to Wellmark, such vendor shall also enter into an agreement

with Wellmark that requires vendor to comply with Wellmark's claims procedures. If Account or the Plan requires coordination or health plan accumulations between its third party vendor's administration and the health plan administration provided by Wellmark, Account shall be responsible for providing Wellmark with all enrollment information and claims or payment data reasonably necessary for Wellmark to provide Administrative Services under this Agreement.

ARTICLE 3 WELLMARK'S RESPONSIBILITIES

- 3.1 **Determination of Claims; Administrative Services.** During the Term of this Agreement and subject to Account's payment to Wellmark, when due, of the charges for Claims Paid and other fees specified in this Agreement, Wellmark shall provide Administrative Services as specified in this section as follows:
- a. Wellmark shall provide Account with a written draft of Benefits Document(s) with the plan design and Member eligibility criteria information determined by Account and communicated to Wellmark, for Account's review and approval as required by Section 2.1(e), setting forth the benefits, terms and conditions of the Plan;
 - b. Wellmark shall provide access to a network(s) of health care providers and shall make information about the network and network providers available to Members;
 - c. Wellmark shall prepare, print, and deliver identification cards to Plan Members;
 - d. Wellmark will perform its Administrative Services specified in this Agreement in compliance with applicable laws, including, but not limited to, compliance with retention of records, and compliance with applicable provisions on non-discrimination in health plan administration;
 - e. Wellmark shall make available to Account forms of ACA or HIPAA required notices, including the summary of benefits and coverage ("**SBC**") and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;
 - f. Subject to Section 6.1(c), Wellmark shall administer benefits and process Incurred Claims for health care services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, applicable laws and regulations, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims may include payment by Wellmark on behalf of Account; reporting of benefits to providers or Members, coordination of benefits, and may include monitoring, detection, investigation, and recovery (including recovery based on extrapolation of claims) of potentially wasteful, abusive or fraudulent Incurred Claims submitted by providers or Members. Processing of claims may require, from time to time, and as Wellmark determines is necessary and appropriate, the adjustment of previously paid or denied claims resulting in either recovery of Claims Paid or additional payment of benefits. Adjustments to processed claims are generally not initiated by Wellmark more than eighteen (18) months after the Incurred Claim was first processed. If a

Claim Paid adjustment results in a recovery of a prior payment, Wellmark shall credit Account for such adjustments to the extent of the amount recovered. Notwithstanding the preceding three sentences and except as provided in Sections 2.3 and 2.4 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a Member or the Member's benefits unless (i) in addition to submitting changes to Wellmark, Account expressly requests in writing that Wellmark reprocess specific Member claims; and (ii) such reprocessing does not extend beyond eighteen (18) months prior to the date Wellmark receives Account's request;

- g. Wellmark shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations in accordance with the requirements of the Plan and applicable law. Wellmark shall also maintain a procedure for processing external review requests of final internal adverse benefit determinations with appropriate independent review organizations (“IROs”), pursuant to the requirements of the Plan and applicable law. All fees and costs for external review billed by IROs will be billed to Account in the amounts billed by the IRO; and
 - h. To the extent that Account has delegated discretionary authority to Wellmark, Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, any direction given by Account, and by law.
- 3.2 **Health Services.** Wellmark may, at its sole discretion, offer or arrange for various proprietary Health Services to be available to Members or purchased by Account for its Members. Such services that may be offered include those services, if any, specifically selected or purchased by Account for a fee as shown on Exhibit “A” attached to this Agreement. Health Services and their content are proprietary to Wellmark or its vendors, and may not be duplicated, modified or used for the benefit of any third party. Account does not have any right, title or interest in or to the Health Services or the intellectual property underlying such Health Services. Wellmark reserves the right to change, replace, or discontinue Health Services from time to time without notice or amendment of this Agreement.
- 3.3 **Value-Added Services; Identity Protection.** Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for Account and its Members, including, for example, Member Identity Protection services from a third-party vendor. Identity Protection services are offered at no additional charge to Account or Members. Account may at its option accept or reject Identity Protection services for its Members.
- 3.4 **IRS Form 1095-C Reporting.** At the written request of Account, Wellmark will provide certain coverage information for purposes of Account’s Form 1095-C reporting to the Internal Revenue Service. Wellmark does not guarantee the accuracy or completeness of the information provided, and expressly disclaims any liability for any penalties or costs that may be incurred due to alleged or actual inaccuracy or incompleteness, including but not limited to information reporting or other penalties that may be imposed if such

information is relied upon or used in conjunction with any tax or other regulatory filing. Wellmark does not provide federal or state legal or tax advice, and does not prepare or otherwise assist in preparing, in any way, any federal or state tax returns or reports on behalf of its customers, including but not limited to IRS Form 1095-C. Account assumes all liability in connection with the preparation of such documents and has the responsibility to consult with its own legal or tax advisors for information or assistance.

- 3.5 **Third Party Liability Recovery Services.** Wellmark shall provide Account with subrogation and third-party liability recovery services for Claims Paid while this Agreement is in force, and for a period of twelve (12) months following termination of the Agreement. Wellmark has no obligation to initiate subrogation or third-party liability recovery services after the twelve (12) month run-out period described in Section 8.6. Following such run-out period, Wellmark will forward any open recovery file information to Account upon request, if Account has not purchased stop loss insurance coverage applicable to the Claims Paid from Wellmark, Inc.

The nature and extent of efforts to pursue subrogation and third-party liability recovery are within the sole discretion of Wellmark. Such recovery services may include all steps necessary to recover Claims Paid that may be found to be the liability of a third party or other insurance carrier. The Account shall be responsible for all fees or costs, including the fees and costs of any third party utilized by Wellmark to perform third-party liability recovery services, incurred in the recovery process, with those costs and fees first paid from any funds recovered and the net amount only credited to Account's Claims Paid amounts. The fees for Wellmark's primary vendor providing third-party liability recovery services are described on Exhibit "A" to this Agreement. Account acknowledges that its stop loss carrier, if applicable, has priority of any recovery in the event the Claims Paid exceed the stop loss attachment or deductible level and there is insufficient recovery to reimburse the stop loss carrier and Account in full. Account shall accept any such recoveries as negotiated by Wellmark as payment in full and the determination of the recovery amount is within the sole discretion of Wellmark.

In the event retention of counsel is necessary to pursue recovery, Account shall be responsible for all attorney's fees. Wellmark has sole discretion with regard to the choice of counsel to pursue third-party liability recovery. Wellmark may choose to allow a Member's counsel to represent the Account's recovery interest. However, if the fee charged for collection of the recovery interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Wellmark shall not authorize pursuit or settlement of the claim by said Member's attorney or payment of that attorney's fee without Account's written authorization. Further, if in the opinion of Wellmark, recovery of funds shall not offset the costs associated with such recovery, or recovery of the funds is not otherwise practicable, Wellmark shall inform the Account in writing of its opinion. Thereafter, unless the Account directs otherwise, Wellmark shall not further pursue the claim. In the event Account directs Wellmark to pursue Account's interest notwithstanding Wellmark's notice to Account of its opinion that the recovery shall not offset the involved costs, Account shall be responsible for all attorney's fees and costs incurred by Wellmark to pursue recovery, including the reasonable cost of Wellmark's staff time as determined by Wellmark.

Wellmark does not guarantee the recovery of funds and nothing in this section or Agreement obligates Wellmark to participate in or initiate any third-party liability recovery efforts or litigation to recover Claims Paid.

- 3.6 **Discretionary Authority.** Wellmark is delegated the authority to determine claims for benefits and to determine internal appeals of adverse benefit determinations of Members, provided such determinations are consistent with the terms of the Plan as provided by Account, this Agreement, the applicable Benefits Document, and applicable law, unless otherwise directed in writing by the Account. In making decisions regarding claims for benefits and appeals of denied claims, Wellmark shall have discretionary authority only to the limited extent necessary to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything in this Agreement to the contrary, Account shall have full responsibility for Plan design, for making any and all determinations whether an individual has satisfied the Account's requirements to be an eligible Member, and for making any determination regarding an individual's eligibility for continued coverage pursuant to COBRA.

ARTICLE 4 BILLING AND PAYMENT

- 4.1 **Billing; Account's Payment to Wellmark.** Account authorizes Wellmark and Wellmark agrees to process Incurred Claims as received, subject to the limitations, conditions, and exclusions stated in the Benefits Document.

Wellmark shall bill Account for Claims Paid, Network Access Fee, Administrative Fee, and other fees, based on the billing and payment method and fees set forth on Exhibit "A", attached to this Agreement. Any adjustments in fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Network Access Fee, Administrative Fee, and other fees, billed on a per Plan Member or per Member basis, shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change. Wellmark shall provide a bill to Account that shows the amounts due and, if applicable, the amounts of any weekly payments received by Wellmark and other credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization.

If Account elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal will change to correspond with the applicable billing, including applicable taxes or fees. Account's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Account calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Account calls its bank to stop payment, Account may be required to provide a written request within fourteen (14) days after the call. Account will be responsible for any fee assessed by its bank for stop-payment orders made by Account.

- 4.2 **Late Payments; Interest Charge.** All payments from Account to Wellmark must be paid on time and when due in accordance with Section 4.1. If the Account fails to make payments in full when due, Wellmark may in its discretion do any or all of the following: impose interest or late fees; setoff late payments from other amounts that may be due to Account under the Agreement; stop the payment of all Incurred Claims for Members, regardless of the Incurred Date; require an alternative billing and payment method; or

require an alternative financial arrangement. Payments not made when due shall include an interest charge on the outstanding amount from the due date until payment is made in full at the then current prime rate as published in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

ARTICLE 5

CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS

- 5.1 Use and Disclosure of Confidential Information and Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement. If Account desires access to a Member's mental health information, Account shall file an applicable statement with the Iowa Insurance Division or have its employees or agents sign a statement indicating awareness that Members' mental health information shall not be used or disclosed, except in accordance with the provisions of Iowa Code Section 228.7. If Account utilizes third-party vendors to provide any administrative services to the Plan and directs Wellmark to provide or exchange any Confidential Information or PHI with such vendors, Account agrees to the following additional provisions: (a) Account represents it has the legally required business associate and data security agreements in place with such third-party vendors, and (b) Account agrees that third party must enter into a confidentiality and data use agreement with Wellmark, which identifies the purpose for which the Wellmark Confidential Information is disclosed, limits the use and disclosure of that data to the specific purpose stated in the data use agreement, and requires third party to return or remove the Wellmark Confidential Information from third-party's systems or database when Account's relationship with Wellmark terminates or when Account's relationship with third-party vendor terminates.
- 5.2 Non-Disclosure of Confidential Information.**
- a. Subject to the terms of the Business Associate Agreement and Section 5.1 and as permitted by applicable law, the Receiving Party will: (i) not disclose Confidential Information to any third party that is not an agent, consultant or business associate to Receiving Party without the written authorization of the Disclosing Party; (ii) restrict disclosure of Confidential Information only to those employees, agents or consultants who have a need to know the Confidential Information for purposes related to this Agreement or the administration of the Plan and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) without unreasonable delay and in accordance with applicable law notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.

- b. If the Receiving Party is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, for a purpose other than contemplated in this Agreement, the Receiving Party will give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.
- c. All Confidential Information remains the property of the Disclosing Party and will not be copied or reproduced without the express written permission of the Disclosing Party, except for copies that are necessary to fulfill the confidentiality obligations contained in this Agreement, to render the services under this Agreement, or as otherwise allowed under the Business Associate Agreement or applicable law. A party may retain Confidential Information when obligated to do so as a matter of law, and may also retain any Protected Health Information as set forth in the Business Associate Agreement.
- d. Wellmark Confidential Information that is released by Wellmark to Account or to a third-party at Account's request may only be used strictly for the purpose of claims administration or Account Servicing, which is defined as Account-specific reporting and analytics, benchmarking, development of benefit designs, Wellmark performance/experience, pre-sales/retention, and audits. Account, and/or third party, as recipients of Wellmark Confidential Information, are prohibited from reselling Wellmark Confidential Information. To the extent Wellmark Confidential Information is disclosed in an aggregated format to Account and/or its third party, Account and third party are prohibited from de-aggregating the data to identify Wellmark, the Account and/or individual Members. Wellmark Confidential Information disclosed to Account and/or third party shall be limited to the minimum necessary information to fulfill the purpose for which it is being disclosed. Wellmark Confidential Information shall not be comingled by Account or third party with data from other sources. Wellmark may audit the Account or third party to ensure compliance with the limitations on data use and disclosure that are set forth in this section. Account or third party shall return or securely destroy the Wellmark Confidential Information it receives upon conclusion of the purpose for which it was disclosed.

5.3 **Wellmark's Right to Use Confidential Information.** Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to Account, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all applicable laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 5.2 and shall thereafter be Wellmark's property.

5.4 **Right to Examine Records; Audit.** Wellmark or its authorized representative may at its own expense examine or audit the financial, enrollment, eligibility, and claims records of Account reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile eligibility and enrollment information and

records, to determine whether Account can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such examination if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. The examination period will be limited to information relating to the most recent twenty-four (24) months only, if applicable. Upon completion of the examination, Wellmark shall share its examination findings with Account and conduct an exit conference with Account. Any third party conducting such audit on Wellmark's behalf must agree in writing to be bound by the terms and conditions of the Business Associate Agreement between Account and Wellmark.

Account's third-party authorized representative or auditor may, at Account's own expense, examine Wellmark's records reasonably and necessarily related to Wellmark's discharge of its responsibilities under this Agreement no more frequently than once annually. Account shall provide Wellmark with written authorization specifying the Account or Plan information that Wellmark may disclose to the auditor and Account represents that it will have entered into a business associate agreement with its auditor prior to the date of requesting disclosure of Confidential Information. The auditor must be acceptable to Wellmark, must not compete directly or indirectly with Wellmark, and must execute a non-disclosure agreement with Wellmark prior to receiving any Protected Health Information or Wellmark Confidential Information. Such examination shall be conducted during regular business hours, upon advance written notice reasonable under the circumstances and shall include the following Wellmark records: claims records (but not including individually identifiable sensitive diagnosis information unless Account specifically authorizes such disclosure), third-party explanations of health care benefits, enrollment records, and coordination of benefits procedures. Any other audit or examination request must be coordinated with Wellmark. The examination period will be limited to information relating to the most recent twenty-four (24) months only, notwithstanding the period for claim adjustments as may be specified in Section 3.1. Upon completion of the examination, Account shall share its examination findings with Wellmark and conduct an exit conference with Wellmark. Audits conducted by auditors or consultants compensated on a contingency fee basis are not permitted by Wellmark as such compensation arrangements are not consistent with professional auditing standards. Such standards consider these compensation arrangements to impair the auditor's or consultant's independence and objectivity. Audit scope, methodology, and procedure under this Agreement will conform to generally accepted professional auditing standards, including statistically valid random sample (as applicable) or other acceptable audit technique as reasonably agreed to by Wellmark.

- 5.5 **Website Access and Reporting.** Wellmark may provide Account while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If Account or a third party acting on Account's behalf accesses such websites or information, Account is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark with respect to such access, as such terms are set forth in a data use agreement and in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).

- 5.6 **Survival.** Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.

**ARTICLE 6
PROVIDER PAYMENT ARRANGEMENTS; LAWSUIT RECOVERIES; VALUE-BASED
PROGRAMS; DISCLOSURE OF COMPENSATION**

- 6.1 **Provider Payment Arrangements.** Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

- a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;
 - b. Fixed fee or other payment methodology that is based on pre-determined criteria; or
 - c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.
- 6.2 **Network Savings Allocations.** Any Network Savings amounts allocated to the Account shall be reflected in the amount of Claims Paid. Based on Wellmark's payment arrangements with health care providers, and in accordance with Section 6.1, the amount paid on an individual claim may be more or less than the Covered Charge minus any applicable Amounts Not Covered, deductible, copayment, and coinsurance amounts. If the amount paid to a provider on any claim exceeds the Covered Charge, the Network Savings is reflected as a negative dollar amount. Any Network Savings amounts allocated to Plan Members shall be reflected in the calculation of coinsurance, where applicable. The calculation of coinsurance depends on the type and location of the services provided and the contracting status of the health care provider. The calculation of coinsurance is further described in the applicable Benefits Document.
- 6.3 **Non-Contracting or Non-Network Providers.** If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan ("**Non-Contracting Providers**"), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are

responsible for paying the provider in full, except to the extent prohibited by applicable law, including the federal No Surprises Act.

- 6.4 **Lawsuit Recoveries.** From time to time, Wellmark, Account, or Plan may receive notice of a pending or potential lawsuit being pursued by another entity (including, without limitation, a class action lawsuit) that seeks recovery of health care claims expenses on behalf of one or more group health plans or payers and that may include Wellmark, Account, or the Plan as a potential party or potential class member (a “**Lawsuit**”). Wellmark shall not participate in such a Lawsuit on behalf of Account or the Plan unless Wellmark and Account enter into a separate written agreement relating to participation, recovery, and expenses in such Lawsuit. Wellmark has no duty to notify Account or Plan of Wellmark’s receipt of any notices in connection with any Lawsuit and each party is free to make its own determination whether to initiate or participate in any Lawsuit on its own behalf.
- 6.5 **Value-Based Programs.** Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Wellmark members. Identifiable Data regarding Account’s Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers. Regardless whether Account elects to participate in the Value-Based Program, known as Total Care, Account’s Members may access Covered Services from providers that participate in a Host Blue’s Value-Based Program as described in Section 9.3, Special Cases: Value-Based Programs. If Account has elected to participate in the Value-Based Program, a separate **Value-Based Program Exhibit** is attached to this Agreement and incorporated by this reference.
- 6.6 **Disclosure of Compensation.** Wellmark shall comply with Department of Labor requirements regarding the disclosure of compensation received from all sources in connection with this Agreement.

ARTICLE 7 LIABILITY OF THE PARTIES

- 7.1 **Account’s Responsibility for Claims Paid.** Account is solely responsible for all Claims Paid for its Members, including, without limitation, an individual added or deleted as a result of a retroactive eligibility change, or any Claims Paid at Account’s direction to Wellmark to make payment regardless of Plan limitations or exclusions. Wellmark provides Administrative Services and network access only and does not assume any financial risk or obligation with respect to claims, including, without limitation, any Claims Paid. Wellmark has no obligation to pay Incurred Claims if Account fails to pay or reimburse Wellmark timely in accordance with the terms of this Agreement.
- 7.2 **No Duty to Defend.** Wellmark shall have no duty or obligation to defend against any action or proceeding brought against Account or the Plan to recover a claim for benefits. Wellmark shall, however, make available to Account and its counsel, such evidence relevant to such action or proceeding as Wellmark may have as a result of its administration of the contested benefit determination.

7.3 **Account's Liability.** Except as otherwise explicitly provided in this Agreement, Account shall accept the tender of defense and have the liability for all Plan benefit claims and all expenses incident to the Plan, and agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Wellmark may become liable:

- a. due to any state premium tax, use tax, or similar tax, or any similar benefit or plan-related charge, surcharge or assessment, federal tax, excise tax, or fee imposed on group health plans or plan sponsors under ACA, however denominated, including any penalties and interest payable with respect thereto, assessed against Wellmark on the basis of and/or measured by the amount of Plan benefits administered by Wellmark pursuant to this Agreement;
- b. due to any action or proceeding brought by a Member or a third party to recover benefits under the Plan;
- c. due to any action or proceeding brought by a Member or a third party alleging Wellmark provided significant assistance to Account to aid or perpetuate any discrimination activity;
- d. due to a release of Confidential Information to Account, the Plan, or a third party at Account's direction or arising out of any alleged improper use of Confidential Information by Account or such third party;
- e. due to Account's failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to Account's size and status, EIN(s), the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.5;
- f. due to Account's failure to comply with applicable law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);
- g. due to Account's failure or delay in providing accurate reports, data, and information regarding eligibility, enrollment, and Social Security numbers for each Member, benefit selection, limitations, exclusions, or benefit changes for the Plan, claims history, and other information necessary for Wellmark to administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;
- h. due to the Account's or its employees' or agents' negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark;
- i. arising from any other acts or omissions of Account that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Account to perform its obligations under this Agreement in accordance with the provisions of this Agreement; or

- j. due to or arising out of Wellmark's adherence with any direction from Account or decision made by Account with regard to the Plan design, benefits, or eligibility provisions in the Benefits Document, or the Administrative Services provided under this Agreement.
- 7.4 **Selection of Counsel.** In the event litigation is instituted by a Member or third party against the Account and/or Wellmark concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall, to the extent possible, advise the other of the legal action, and shall have sole authority to select legal counsel of its choice.
- 7.5 **Wellmark's Liability.** In performing its obligations under this Agreement, Wellmark shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to group health plans of similar size and characteristics as the Plan. Wellmark agrees to release, hold harmless, and indemnify Account and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Account may become liable:
- a. arising from any acts or omission of Wellmark which constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Wellmark to perform its obligations under this Agreement in accordance with the provisions of this Agreement; and
 - b. arising from any allegation of a breach of confidentiality arising out of the release of Confidential Information to Wellmark or a third party at Wellmark's direction or arising out of any improper use of Confidential Information by Wellmark or such third party.
- 7.6 **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE HEALTH SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. HEALTH INFORMATION PROVIDED BY WELLMARK OR VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND TAKE GREATER

RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. ACCOUNT EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS MEMBERS' USE OF SUCH INFORMATION INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT. WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE HEALTH SERVICES, THEIR ABILITY TO REDUCE COSTS, OR IMPROVE OUTCOMES.

- 7.7 **Grandfathered Health Plan Disclaimer.** Account has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan and has advised that its Plan is Non-Grandfathered.
- 7.8 **No Nondiscrimination Testing for Health Plans.** Wellmark will not determine whether coverage is discriminatory or otherwise in violation of nondiscrimination requirements of the ACA, Internal Revenue Code Section 105(h), or other applicable state or federal law. Wellmark also will not provide any testing for compliance with the ACA, Internal Revenue Code Section 105(h) nondiscrimination requirements, or other applicable state or federal law and will not be held liable for any penalties or other losses resulting from Account offering coverage in violation of any such provision. Notwithstanding the foregoing, Wellmark performs federal Mental Health Parity and Addiction Equity Act (MHPAEA) financial requirement testing (“substantially all” test / “predominant” test) for group health plans, unless Account has notified Wellmark in writing of its opt out of such testing.
- 7.9 **Survival.** The indemnities set forth in this Article, including any liability of either party to the other for indemnification, shall survive the termination of this Agreement.

ARTICLE 8 TERM AND TERMINATION

- 8.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and shall continue in force for the Rating Period (the “**Term**”). Certain guarantees and programs as more fully described in the Exhibits to this Agreement may be modified or terminated on an earlier date as specified in the applicable Exhibit without termination of the entire Agreement.
- 8.2 **Renewal Terms.** Upon expiration of the Term, this Agreement shall continue in force from year to year upon Wellmark’s receipt of written documentation of Account’s renewal in advance of the termination date, until replaced by a subsequently executed Agreement, or as amended or terminated as provided in this Agreement. Wellmark shall have the right to change any of the Administrative Fees or other fees for any Rating Period or any renewal term upon not less than thirty (30) days advance written notice. Any such changes shall be reflected on a revised or new Exhibit “A” issued by Wellmark, to be attached to this Agreement and incorporated by this reference.
- 8.3 **Termination Notice.** Either party may terminate this Agreement at any time by giving written notice of termination delivered to the other party at least thirty (30) days in advance of the effective date of termination. If Wellmark has not received Account’s documented

intent to renew at least ten (10) business days prior to the end of the Term, the Agreement may not be renewed.

- 8.4 **Termination for Nonpayment.** Wellmark may terminate this Agreement at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Agreement or Wellmark determines that Account has inadequate funds to make payments required by this Agreement and, in either case, Account fails to cure such non-payments or cure the inadequacy of funds within the ten (10) day notice period. Account is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason. Wellmark, in its sole discretion, may permit Account to reinstate this Agreement upon payment of a reinstatement fee and all other outstanding amounts due.
- 8.5 **Effects of Termination for Nonpayment.** If Wellmark terminates this Agreement for nonpayment, Wellmark shall not pay on behalf of Account any Incurred Claims beyond the effective date of the termination and Wellmark reserves all rights to recoup any Paid Claims for which Account has not paid Wellmark, regardless of when services were received.
- 8.6 **Claims Administration Following Termination.** If, following termination of this Agreement for reasons other than Account's nonpayment, and either Claims Paid are adjusted to revise a payment amount, or Incurred Claims with Incurred Dates prior to the date of termination are submitted to Wellmark in the period specified in the Benefits Document for timely filing of claims, Wellmark shall pay these claims on behalf of Account in accordance with this Agreement and submit bills to Account for the payment of Claims Paid for a period of twelve (12) months following termination. Any credits due to Account for recoveries, e.g., Claims Paid adjustments or recoveries other than third party liability recoveries, shall be applied during this same twelve (12) month period. The bills shall include a Network Access Fee amount when Account makes retroactive changes to add a Plan Member to coverage during the Rating Period. Account shall pay all bills in accordance with the time and procedures set forth in Section 4.1 and in Exhibit "A". Wellmark shall not, on behalf of Account, pay Incurred Claims with dates of service following the date of termination. Unless Account and Wellmark otherwise agree in writing, Wellmark shall not continue any other services for Account after the effective date of termination.
- 8.7 **Availability of Records.** Upon written request by the Account, Wellmark will make available to any successor benefit services administrator, designated by the Account, standard reports and materials in its possession at the time of termination that are reasonably necessary to continue the administration of the Plan. Wellmark shall provide such materials in its standard format and Account shall pay a reasonable fee for such services.
- 8.8 **Survival.** Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

ARTICLE 9

BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS

- 9.1 **Blue Cross and Blue Shield Disclosure Statement.** Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.
- 9.2 **Account Locations or Members Outside of Iowa.** Account understands and agrees that Wellmark defines a National Account as a company headquartered and located in Iowa that also has employees in other states whose claims are processed through Inter-Plan Arrangements. If Account is headquartered in Iowa, any employees or persons associated with Account are eligible for coverage under the Account's Plan, including those employed or working at Account locations outside Iowa. If Account is not headquartered in Iowa, only those employees or individuals associated with the Iowa business locations are eligible for coverage under the Account's Plan, and coverage will be void for any persons associated with Account locations outside of Iowa. Eligibility of persons located outside of Iowa, or associated with Account locations outside of Iowa, is subject to applicable law and Association guidelines.
- 9.3 **Out-of-Area Services.** Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "**Inter-Plan Arrangements.**" These Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement ("**participating providers**") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("**Host Blue**"). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("**nonparticipating providers**") with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to Account and Wellmark's payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

- a. **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for

contracting and handling all interactions with its participating providers. The financial terms of the BlueCard® Program are described generally below.

- i. **Member Liability Calculation Method Per Claim.** Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services processed through the BlueCard® Program will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to Wellmark by the Host Blue.
- ii. **Account Liability Calculation Method Per Claim.** The calculation of Account's liability on claims for Covered Services processed through the BlueCard® Program will be based on the negotiated price made available to Wellmark by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating provider(s) for specific health care services. In cases where negotiated price exceeds the billed charge, Account may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.
- iii. **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:
 - a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
 - b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
 - c) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price Account pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard® Program requires that the amount paid by the Member and Account is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will disclose any such surcharge, tax or other fee to Account, which will be Account's liability.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and incorporated into future claim prices. As a result, the amounts charged to Account will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Account. If Account terminates, Account will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

- iv. **BlueCard® Program Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under the BlueCard® Program to pay to the Host Blues, to the Association, and/or to vendors of BlueCard® Program-related services. The specific BlueCard® Program fees and compensation that are charged to Account, if any, are set forth in **Exhibit "A"**. BlueCard® Program Fees and compensation may be revised from time to time as described in subsection f below. All BlueCard® Program-related fees, including any Access Fees paid to Host Blues, and Administrative Expense Allowance ("**AEA**") Fees, are included in Wellmark's general Administrative Fee as set forth in Exhibit "A". Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account.
- b. **Special Cases: Value-Based Programs.** Account's Members may access Covered Services from providers that participate in Wellmark's or a Host Blue's Value-Based Program. Value-Based Programs may be delivered through the BlueCard® Program. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care

arrangements, Patient Centered Medical Homes, and Shared Savings arrangements.

- i. **Value-Based Programs under Wellmark and/or the BlueCard® Program; Program Administration.** Under Value-Based Programs, Wellmark or a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts. The Host Blue may pass these provider payments to Wellmark, which Wellmark will pass directly on to Account as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- a) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Account via an enhanced provider fee schedule.
- b) **Supplemental Factor:** The charge to accounts for non-attributed Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- c) **Per Member Per Month (“PMPM”)** billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Wellmark will pass these Host Blue charges (and any Wellmark Value-Based Program charges) directly through to Account as a separately identified amount on Account’s bill.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard® claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to

exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Wellmark and/or Host Blues will take one of the following actions:

- a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

Wellmark and the Host Blue will not receive compensation resulting from how estimated, average, or PMPM price methods, described above, are calculated. If Account terminates, Account will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

- ii. **Care Coordinator Fees.** Host Blues may also bill Wellmark for Care Coordinator Fees for provider services which Wellmark will pass on to Account as follows:

- a) PMPM billings; or
- b) Individual claim billings through applicable care coordination codes from the most current edition of either Current Procedural Terminology (“**CPT**”) published by the American Medical Association (“**AMA**”) or Healthcare Common Procedure Coding System (“**HCPCS**”) published by the Centers for Medicare and Medicaid Services (“**CMS**”).

As part of this Agreement, Wellmark and Account will not impose Member cost sharing for Care Coordinator Fees.

- c. **Return of Overpayments.** Recoveries of overpayments from a Host Blue or its participating providers can arise in several ways including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Wellmark they will be credited to Account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to Account as a percentage of the recovery of its claims.
- d. **Nonparticipating Providers Outside Wellmark’s Service Area.**
- i. **Member Liability Calculation.**
- a) **In General.** When Covered Services are provided outside of Wellmark’s service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue’s nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.
- b) **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Covered Services outside of Wellmark’s service area based on the provider’s billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by applicable law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark’s service area. This may occur where the Host Blue’s corresponding payment would be more than Wellmark’s in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.
- Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.
- ii. **Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account, if any, are set forth in Exhibit “A”.

- e. **Blue Cross Blue Shield Global® Core.**
- i. **General Information.** If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: “**BlueCard® service area**”), they may be able to take advantage of the Blue Cross Blue Shield Global® Core when accessing Covered Services. The Blue Cross Blue Shield Global® Core is not served by a Host Blue.
- Inpatient Services.** In most cases, if Members contact the Blue Cross Blue Shield Global® Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global® Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**
- ii. **Blue Cross Blue Shield Global® Core Related Fees.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account under Blue Cross Blue Shield Global® Core, if any, are set forth in Exhibit “A”.
- f. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.** Modifications or changes to Inter-Plan Arrangement fees are generally made effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, Wellmark shall provide Account with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Account’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Account fails to respond to the notice and does not terminate this Agreement during the notice period, Account will be deemed to have approved the proposed changes, and Wellmark will then allow such modifications to become part of this Agreement.

ARTICLE 10 MISCELLANEOUS

- 10.1 **Change of Agreement.** If Account makes changes in the Plan or Benefits Document, Account shall give Wellmark sufficient advance notice of such changes. If Account makes any material changes in the Plan, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as a change in the number of eligible or enrolled individuals of ten percent (10%) or more, percentage of individuals enrolled, types of coverage offered, business entities covered, or offerings of other health insurers’ coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including

an adjustment to the financial terms shown on Exhibit "A", or to terminate this Agreement in accordance with Section 8.3.

- 10.2 **Iowa Code Chapter 509A Compliance; No Actuarial Certification.** Nothing contained in this Agreement or on Exhibit "A" shall be construed or considered to be an actuarial opinion or certification by Wellmark in connection with Iowa Code Chapter 509A regarding the adequacy of reserves, rates, or financial condition of Account or the Plan. Account is solely responsible for compliance with all provisions of Iowa Code Chapter 509A and implementing regulations and, if applicable, is responsible for reporting any paid losses for the Account's self-funded operation of the Plan, as required by Iowa Code Section 513C.10, and for paying any assessment related to those paid losses.
- 10.3 **Use of Trademarks and Names.** Wellmark and Account reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Wellmark and Account agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.
- 10.4 **Complete Agreement; Amendments.** The parties agree that this Agreement, including, without limitation, all Exhibits or amendments hereto, applicable Business Associate Agreement, and COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter hereof. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by the parties. Any amendment to this Agreement, or change, modification, or waiver of any of the terms or provisions of this Agreement shall be effective only when made in writing and signed by an authorized representative of each party and delivered in accordance with Section 10.11. This Agreement shall take precedence over any other documents that may be in conflict with it.
- Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.
- 10.5 **Force Majeure.** The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a result of an act of God, war, civil disturbance, legislative enactment, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.
- 10.6 **Effectiveness of Agreement.** This Agreement shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium, Network Access Fee, Administrative Fee, or other fees as billed by Wellmark required by this Agreement.

- 10.7 **Assignment.** The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark. Further, Wellmark may, in its sole and unfettered discretion, contract with a third party to perform some Administrative Services or other of Wellmark's duties under this Agreement, including, without limitation, the subrogation recovery services for Claims Paid. To the extent Wellmark contracts with a third party to perform any such services or duties, the term "Wellmark" as used in this Agreement shall be deemed to include the contracted third party, as the context so requires.
- 10.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 10.9 **Nature of Relationship; Authority of Parties.** Nothing contained in this Agreement and no action taken or omitted to be taken by Account or Wellmark pursuant hereto shall be deemed to constitute Account and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.
- 10.10 **No Third-Party Beneficiaries.** This Agreement is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.
- 10.11 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid), or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Agreement.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of South Dakota
 Attention: Procurement and Contracts
 1331 Grand Avenue
 Des Moines, Iowa 50309-2901

- 10.12 **State of Issue; Applicable Law.** This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa.

ARTICLE 11 DISPUTE RESOLUTION

11.1 Dispute Resolution; Mandatory Arbitration.

- a. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach hereof (each a “**Dispute**”), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a “**Dispute Notice**”) to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 11.2.
- b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the “**Rules**”). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Agreement.**
- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.

- d. This Agreement concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.
- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA's National Roster of Arbitrators in accordance with Rule R-12 of the Rules.
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.
- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.
- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).
- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).

- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.
- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.
- p. The provisions of this Section 11.1 shall survive any termination of this Agreement.

11.2 **Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.**

- a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the parties agree that the terms in this Section 11.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Agreement, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY**

IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.

b. Notwithstanding Sections 5.6, 7.9, and 8.8, no legal or equitable action or claim may be brought against the parties for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.

c. The provisions of this Section 11.2 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first stated above.

City of Cedar Falls

Wellmark of South Dakota, Inc., doing business as
Wellmark Blue Cross and Blue Shield of South
Dakota

By: _____

By: _____

Print Name: _____

David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Title: _____

Wellmark Blue Cross and Blue Shield of South Dakota
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613-2726

Benefit Plan(s) Administered By:

Wellmark Blue Cross and Blue Shield of South Dakota

Rating Period:

The Rating Period begins on 7/01/2022 and ends on 6/30/2023.

Plan Year:

The Plan Year begins on 07/01 and ends on 06/30.

Administrative Fee:

Health:	\$43.61	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
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Pharmacy Vendor Admin Fee:

\$2.00 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Network Access Fee:

\$8.01 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

External Review:

External review fees for Independent Review Organizations (IROs), if applicable, will be on a per case or per external review basis and all such fees attributable to Members under the Plan shall be billed to Account in the amount billed to Wellmark by the IRO.

Third Party Liability Vendor Fees:

The third party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. The recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final amount recovered as a result of the actions of the vendor (less the vendor's service fee) is credited to Account. Wellmark's agreement with the recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.

Wellmark Blue Cross and Blue Shield of South Dakota
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

BlueCard Program-related Fees:

All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance ("AEA") Fee, are included in Wellmark's general Administrative Fee stated above. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account. The general Administrative Fee encompasses fees Wellmark charges to Account for administering Account's benefit plan. Fees may include both local and Inter-Plan fees. Other BlueCard Program-related fees included in the general Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee, and the Blue Cross Blue Shield Global Coverage Fees, if applicable.

Billing and Payment Method:

Wellmark shall notify Account weekly of the total Claims Paid amount for the week. Account shall make payment to Wellmark within forty-eight hours of receipt of the notification. Wellmark shall bill Account monthly for Claims Paid (if any), Administrative Fee, other fees, and reflect the payments/credits received.

Limitations: Any adjustments to Administrative Fee, Network Access Fee, and other fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Exhibit A Issue Date: 5/27/2022



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 13, 2022

SUBJECT: **FY23 Wellmark Blue Cross and Blue Shield Health Plan
Stop Loss Policy**

Attached for your approval is a Stop Loss Policy and rate exhibit for FY23 with Wellmark Blue Cross and Blue Shield related to the City's health plan. The individual stop loss deductible has been increased to \$100,000 per member from \$85,000 per member. The rate exhibit shows a \$11.62 increase in the per plan member per month individual stop loss premium for FY23 which is projected to increase the fixed costs of the City's health insurance plan by approximately \$31,513 during FY23 based on current enrollment. If the City had kept the individual stop loss deductible at \$85,000 as it was in the prior year, the premium would have increased \$47.21 per plan member per month resulting in an increase in fixed costs of \$128,034 based on current enrollment. The premium increase is due to a high number of large health claims incurred by plan members. There is no proposed increase from the prior year to the City's aggregate stop loss premium per plan member per month. City staff recommends approval.

If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

STOP LOSS POLICY

WELLMARK, INC.

issued to

City of Cedar Falls

Stop Loss Policy Effective Date: July 1, 2022
Stop Loss Period: July 1, 2022 to June 30, 2023

Form Number: IA Wellmark, Inc. LG SLP

Version: 10/21

STOP LOSS POLICY

THIS STOP LOSS POLICY (herein “**Policy**”) is issued by Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company (herein “**Wellmark**”), effective as of the **first** day of **July, 2022** (“**Effective Date**”), to City of Cedar Falls, an Iowa public entity, with its principal location in Iowa (herein “**Account**”).

RECITALS

1. Account is the plan sponsor of a self-funded group health plan (herein called “the **Plan**”) within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals. The Plan is designed, maintained and funded by Account and Account is solely responsible for making Member eligibility determinations and for Claims.
2. Account desires that Wellmark reimburse it for Claims Eligible for Reimbursement that satisfy the amounts and terms specified in this Policy. Account acknowledges this Policy provides it with reimbursement only for Claims Eligible for Reimbursement meeting the terms and conditions specified in this Policy and Wellmark provides no insurance coverage for the Plan or for any Member. Wellmark assumes no financial risk or obligations with respect to Claims except as expressly specified in this Policy.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 POLICY DEFINITIONS

- 1.1 “**Aggregate Deductible**” means the percentage of expected Claims Eligible for Reimbursement for all Members during the Stop Loss Period that is Account’s liability before any reimbursement is made under the aggregate stop loss coverage of this Policy. The Aggregate Deductible amount is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.2 “**Attachment Point**” means the amount of expected Claims Eligible for Reimbursement per Plan Member for each benefit classification. The Attachment Point is used to determine Account’s Aggregate Deductible and Minimum Aggregate Deductible and is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.3 “**Benefit Services Administrator**” means the company or companies specified on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which provides health benefit plan administration services to Account pursuant to a separately executed administrative services agreement in effect during the Stop Loss Period. If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor but obtains stop loss coverage from Wellmark for such services (e.g., pharmacy benefits management services), Account shall be responsible for ensuring that such third-party vendor is specified on Exhibit “A” as a Benefit Services Administrator.

- 1.4 **“Benefits Document”** means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar.
- 1.5 **“Claims”** means the dollar amount of the Benefit Services Administrator’s payment on behalf of the Account for covered health care services provided to Members under the terms of the Plan administered by the Benefit Services Administrator. Claims do not include any: (a) amounts paid for health care services as a Plan exception made at the direction of Account; (b) amounts paid for health care services determined by the Benefits Services Administrator to be investigational or experimental as defined under the terms of the Plan; (c) amounts paid at the direction of the Plan for health care services that Benefits Services Administrator deems to be investigational or experimental, but for which Account has waived the general limitation or exclusion for investigational or experimental procedures, (d) amounts paid for health care services determined by the Benefits Services Administrator to be not medically necessary as defined under the terms of the Plan; (e) amounts paid for health care services for an individual not eligible for coverage under the terms of the Plan; or (f) amounts paid that are not for covered health care services under the terms of the Plan. With regard to pharmacy services, “Claims” includes any adjustments or reversals after the Incurred Date.
- 1.6 **“Claims Eligible for Reimbursement”** means Claims that have both an Incurred Date within the Run-in Period or Stop Loss Period and a Paid Date within the Stop Loss Period specified on Exhibit “A”.
- 1.7 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member’s admission to the facility is considered as the Incurred Date. With regard to pharmacy services, the date on which a prescription drug is dispensed by a pharmacy (the “fill date”) is considered as the Incurred Date.
- 1.8 **“Individual Deductible”** means the fixed dollar amount of Claims Eligible for Reimbursement per Member as specified on Exhibit “A”, which is the Account’s liability before any reimbursement is made under the individual stop loss coverage of this Policy.
- 1.9 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits in accordance with the terms of the Plan, specifically including the Plan’s eligibility criteria, as determined and identified by Account. The Member must be eligible and enrolled in the Plan on the Incurred Date of the Claims.
- 1.10 **“Minimum Aggregate Deductible”** means an amount that is the Account’s minimum liability under the aggregate stop loss coverage of this Policy. The Minimum Aggregate Deductible is the product of the number of Plan Members in effect for each Attachment Point, multiplied by each Attachment Point shown on Exhibit “A”, multiplied by 90%. The results of the calculations shall be added together each month during the Stop Loss Period resulting in the year-to-date (“YTD”) Minimum Aggregate Deductible. The Minimum Aggregate Deductible is calculated at the beginning of the Stop Loss Period, based on the enrollment under each Attachment Point and may be recalculated during the Stop Loss Period due to a benefit change.

- 1.11 **“Paid Date”** means the date on which a Claim payment is made by the Benefit Services Administrator. The Benefit Services Administrator may adjust Claims for a period of up to eighteen (18) months after the Claim is first processed. If a Claim is subsequently adjusted, the date of the final adjustment is considered the Paid Date, provided, however, that if a Claim is adjusted in accordance with a decision of an Independent Review Organization (IRO) making an external review determination under applicable law, the date of the Benefit Services Administrator's internal adverse benefit determination is considered the Paid Date for purposes of this Policy. With regard to pharmacy services, the Paid Date is the later of: (i) the date on which a prescription drug is dispensed by a pharmacy (the “fill date”), or (ii) the date on which a prescription drug claim was adjusted or reversed.
- 1.12 **“Plan”** means the self-funded group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.13 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents as administered by the Benefit Services Administrator.
- 1.14 **“Protected Health Information” or “PHI”** means the same as the term “protected health information” in 45 CFR §160.103.
- 1.15 **“Run-In Period”** means the period of time set forth on Exhibit “A” prior to beginning of the Stop Loss Period, during which Claims may have Incurred Dates.
- 1.16 **“Stop Loss Claims”** mean dollar amounts for Claims Eligible for Reimbursement that exceed the applicable Individual Deductible under this Policy.
- 1.17 **“Stop Loss Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A” issued to Account and attached to this Policy and incorporated by this reference.
- 1.18 **“Stop Loss Premium”** means the amount Wellmark charges Account for stop loss coverage. The Stop Loss Premium may include broker fees or commissions and is shown on Exhibit “A”.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Payment of Stop Loss Premiums.** Wellmark shall bill Account monthly and Account agrees to pay Wellmark the amount of the Stop Loss Premiums and any applicable taxes or fees billed for the preceding month. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization, including an authorization for automatic withdrawal of any changed amount as reflected on Account's bill. Any adjustments due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Stop Loss Premiums shall be limited to a period of three (3) months prior to the date the Benefit

Services Administrator processes the Member eligibility change. The bill will show the amounts due and will also show any credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill.

- 2.2 **Late Payments.** All payments due from Account to Wellmark must be paid on time and when due in accordance with Section 2.1. If the Account fails to make payments in full when due, Wellmark may discontinue the reimbursement of all Stop Loss Claims for the Account, impose interest or late fees, or may setoff or recoup late payments from other amounts that may be due to Account. Payments not made when due shall include an interest charge on the outstanding amounts from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. Late fees are calculated on the entire amount due regardless of any partial payments. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Policy. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.
- 2.3 **Providing Information; Account Representations.** Account shall provide all information and representations reasonably necessary and as may be requested by Wellmark during the underwriting and issuance of this Policy and to establish loss for which reimbursement is claimed under this Policy. Account shall provide such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in underwriting and issuing this Policy and in discharging its responsibilities under this Policy. If Account arranges for health plan administration services for the Plan from a Benefit Services Administrator other than Wellmark or a Wellmark-contracted vendor but obtains stop loss coverage from Wellmark for such services (e.g., pharmacy benefits management services), Account shall be responsible for ensuring that its third-party Benefit Services Administrator provides Wellmark with all Claims data (including the Incurred Date and the Paid Date) and other information required by Wellmark in the form and format that Wellmark requests to process such stop loss coverage. Account shall be responsible for ensuring the accuracy of all such reports and information provided by any such third-party Benefit Services Administrator. Account's failure or its third-party Benefit Services Administrator's failure to provide complete and timely information may cause Stop Loss Claims to be denied.
- 2.4 **Notice of Persons Eligible for Coverage.** Account or its Benefit Services Administrator shall notify Wellmark of individuals eligible and enrolled in the Plan and of changes in eligibility in accordance with the manner, time, and procedures set forth in the separate administrative services agreement entered into between Account and the Benefit Services Administrator. Notwithstanding the effective date Account establishes for Member eligibility, no eligibility change shall be effective under this stop loss coverage more than three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change.
- 2.5 **Right of Reimbursement or Recovery.** In the event Account receives or is eligible to receive a payment or credit from a third-party or the Benefit Services Administrator for any portion of Claims, including, but not limited to, pharmaceutical manufacturer rebates, if applicable, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark

the full amount of the recovery received by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy.

- 2.6 **Third Party Liability Recovery.** Account acknowledges and agrees that Wellmark, as the stop loss carrier, has priority of any third-party liability recovery in the event Stop Loss Claims for a Member have been credited to Account. Account may delegate responsibility for subrogation and third-party liability recovery services to Benefit Services Administrator's subrogation and third-party liability recovery vendor ("**Subrogation Vendor**") on Account's behalf, which shall pursue and prosecute any and all subrogation interests or other valid claims that Account may have against a third-party or any current or former Member who recovers or has a right of recovery from a third-party as a consequence of any occurrence resulting in Claims. If Account or Subrogation Vendor initiates any action for recovery, Account shall notify Wellmark of such action within ten (10) days of filing such action. Account shall cooperate with Wellmark and, upon request of Wellmark, Account shall execute and deliver to Wellmark an assignment and any other instrument that may be necessary to secure Wellmark's right of recovery. Account shall not waive any rights to pursue recovery from a third-party without Wellmark's written consent.

In the event Account recovers all or any portion of Claims from a third-party or from a current or former Member, or any Claim is reversed in full or in part due to payment or acceptance of responsibility by a third-party, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received or Claim reversed by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy. On a case by case basis, and only if Wellmark has agreed in writing and in advance, Account may reduce the amount it repays to Wellmark by reasonable and necessary expenses incurred directly by Account in obtaining recovery from the third party.

ARTICLE 3 STOP LOSS COVERAGE

- 3.1 **Individual Stop Loss Coverage.** Wellmark shall reimburse Account for the amount by which the Claims Eligible for Reimbursement for a specific Member exceed the Individual Deductible amount for the specific Member shown on Exhibit "A", subject to any Policy limitations set forth on Exhibit "A". Reimbursement for Stop Loss Claims is generally provided as a statement credit on Account's next statement from the Benefit Services Administrator. All Stop Loss Claims reimbursements shall be subject to audit or review as provided in sections 2.3 and 4.3 of this Policy that Wellmark determines in its sole discretion may be required to verify a Member's eligibility and enrollment in the Plan, verify the proper payment of Claims, or verify Stop Loss Claims are reimbursed correctly.
- 3.2 **Aggregate Stop Loss Coverage.** Wellmark shall determine the aggregate stop loss coverage reimbursement as described in this Section.

- a. For each month of the Stop Loss Period, the monthly Claims Eligible for Reimbursement shall be calculated by accumulating all Claims for that month, less any reimbursement made under the individual stop loss coverage during the same Stop Loss Period, less any Claims excluded from the aggregate stop loss coverage. The monthly Claims Eligible for Reimbursement shall be added together for all months during the Stop Loss Period, resulting in the YTD Claims Eligible for Reimbursement;
- b. For each month of the Stop Loss Period, the number of Plan Members in effect for each benefit classification shall be multiplied by the Attachment Point for each benefit classification shown on Exhibit "A". The results of the calculations shall then be added together, resulting in the monthly Aggregate Deductible. Each monthly Aggregate Deductible shall be added together for all months during the Stop Loss Period, resulting in the YTD Aggregate Deductible; and
- c. If the YTD Claims Eligible for Reimbursement exceed the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, Wellmark shall reimburse Account for the excess amount within sixty (60) days after the end of the Stop Loss Period. If the YTD Claims Eligible for Reimbursement is less than the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, no reimbursement by Wellmark will be made.

ARTICLE 4 CONFIDENTIAL INFORMATION; EXAMINATION OF RECORDS

- 4.1 **Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement.
- 4.2 **Non-Disclosure of Confidential Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to information and data collected or developed by Wellmark related to Claims, cost, utilization, outcomes, quality, and financial performance of the Plan during the term of this Policy ("**Confidential Information**") shall be as set forth in the separately executed administrative services agreement between Account and the Benefit Services Administrator.
- 4.3 **Right to Examine Records; Record Retention.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, eligibility standards, and Claims records of Account, its Benefit Services Administrator(s), or other third parties providing services to Account, reasonably related to the administration of this Policy, as reasonably often as Wellmark deems appropriate, to reconcile eligibility or enrollment information and records or to determine appropriate payment of Stop Loss Claims under this Policy. Such examination may be conducted either before or after reimbursement of Stop Loss Claims and, if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. Account shall provide any information reasonably requested by Wellmark. Account shall ensure that all records relating to the matters described in this Section 4.3 will be maintained for at least twenty-four (24) months following the end of the Stop Loss Period. The examination period may cover the most recent Stop Loss Period and the preceding twenty-four (24) months

only, if applicable, and may cover Account's prior or third-party Benefit Services Administrator.

- 4.4 **Survival.** Any obligations of either party to the other under this Article of the Policy survive any termination of this Policy.

ARTICLE 5 TERM AND TERMINATION

- 5.1 **Term; Termination of Plan or Administrative Services Agreement.** This Policy shall become effective on the Effective Date and shall continue in force for the Stop Loss Period as set forth on Exhibit "A", unless earlier terminated as provided in this Policy. If the Plan is terminated, or if Account's administrative services agreement with the Benefit Services Administrator is terminated, this Policy shall terminate as of the date the Plan is terminated or as of the date the administrative services agreement is terminated, whichever is applicable and whichever date is earlier.
- 5.2 **Renewal Terms; Notice of Non-Renewal.** This Policy may be renewed for successive Stop Loss Periods only when a new or amended Policy with an updated Exhibit "A" specifying a new Stop Loss Period is issued and executed by Wellmark. Wellmark shall have the right to change the Stop Loss Premiums for any renewal term as reflected on an updated Exhibit "A". If Wellmark decides not to renew the Policy, it shall provide Account written notice of non-renewal at least forty-five (45) days prior to the end of the Stop Loss Period.
- 5.3 **Termination for Nonpayment.** Wellmark may terminate this Policy at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Policy. The notice shall include the reason for the termination. Wellmark may recoup or setoff from any Stop Loss Claims any premiums or other fees or amounts owed to Wellmark or to Benefit Services Administrator by Account.
- 5.4 **Effects of Termination.** If Wellmark terminates this Policy for nonpayment by the Account, Wellmark shall not reimburse Account for Claims Eligible for Reimbursement beyond the effective date of the termination regardless of when services were received or the Claims were paid. If this Policy terminates other than at the expiration of the Stop Loss Period, the effective date of the termination shall become the end of the Stop Loss Period.
- 5.5 **Survival.** Any liability of either party to the other for amounts owed or owing under this Policy, unless such amounts are de minimus, shall not be extinguished by the termination of this Policy.

ARTICLE 6 MISCELLANEOUS

- 6.1 **Complete Policy; Amendment.** This Policy, including any exhibits or amendments, constitutes the complete and exclusive agreement and statement of relationship between the parties with regard to the subject matter of this Policy and supersedes all related discussions, proposals, prior policies, agreements, understandings, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter of this Policy.

Changes or amendments to this Policy shall be effective only when the written amendment has been signed by an authorized representative of Wellmark and delivered in accordance with Section 6.10. This Policy shall take precedence over any other documents that may be in conflict with it.

- 6.2 **Change of Policy.** If Account makes changes in the Plan or Benefits Documents, Account shall give Wellmark sufficient advance written notice of such changes. If Account makes any material changes in the Plan administered by the Benefit Services Administrator, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as an increase in the ratio of family to single contracts of twenty percent (20%) or more, a change in the number of eligible individuals of ten percent (10%) or more, percentage of individuals enrolled, type of coverage offered, business entities covered, change in Benefit Services Administrator, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Policy, including an adjustment of stop loss premiums or Individual Deductible shown on Exhibit "A", or terminate this Policy.
- 6.3 **Provider Payment Arrangements; Claims Submission.** The Benefit Services Administrator has entered into payment arrangements or contracts with health care providers or other service providers that affect the submission, timing, frequency, and the amount of payment of Claims. Not all health care providers participate in or agree to such payment arrangements and the Benefit Services Administrator does not determine, direct, or control the timing or accuracy of any Claims submissions. Claims do not become Claims Eligible for Reimbursement unless both the Incurred Dates and Paid Dates are within the required periods set forth in this Policy and Exhibit "A".
- 6.4 **State of Issue; Applicable Law.** The Policy is issued and delivered in the state of Iowa and is performed at Wellmark's offices in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Policy shall be construed in accordance with and governed by the laws of the state of Iowa.
- 6.5 **Force Majeure.** The parties to this Policy shall be excused from performance under this Policy for any period and to the extent they are delayed, restricted, or prevented from performing under this Policy (other than payment) as a result of an act of God, war, civil disturbance, court order, labor dispute, acts of terrorism, or other cause beyond their reasonable control and such nonperformance shall not be grounds for termination or default.
- 6.6 **Effectiveness of Policy.** This Policy shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium required by this Policy.
- 6.7 **Assignment.** The Policy shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Policy, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Policy, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark.
- 6.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Policy shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly,

the failure to enforce any remedy arising from a default under the terms of the Policy shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Policy, and any consent to any departure from the terms of any provision of this Policy, shall be effective only in the specific instance and for the specific purpose for which made or given.

- 6.9 **No Third-Party Beneficiaries.** This Policy is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Policy or of the Plan.
- 6.10 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Policy to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Policy shall be in writing and be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid) or sent by electronic means and addressed to the last address furnished by the respective party. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Policy.

Notice to Wellmark may be addressed:

Wellmark, Inc.
 Attention: Procurement and Contracts
 1331 Grand Avenue
 Des Moines, Iowa 50309-2901

ARTICLE 7 BLUE CROSS AND BLUE SHIELD DISCLOSURE

- 7.1 **Blue Cross and Blue Shield Disclosure Statement.** Account hereby expressly acknowledges its understanding this Policy constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Policy. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Policy.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1 **Dispute Resolution; Mandatory Arbitration.**

- a. In the event of any controversy or claim arising out of or relating to this Policy, or the breach hereof (each a “**Dispute**”), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a “**Dispute Notice**”) to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 8.2.
- b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the “**Rules**”). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Policy.**
- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.
- d. This Policy concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.
- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be

selected from the AAA's National Roster of Arbitrators in accordance with Rule R-12 of the Rules.

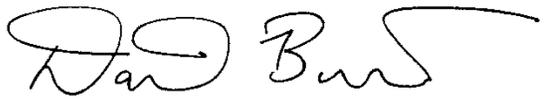
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.
- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.
- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).
- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).
- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.
- p. The provisions of this Section 8.1 shall survive any termination of this Policy.

8.2 Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.

- a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the parties agree that the terms in this Section 8.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Policy, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS POLICY, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**
- b. Notwithstanding Sections 4.4 and 5.5 no legal or equitable action or claim may be brought against the parties for an action or claim arising under or relating to this Policy more than two (2) years after the cause of action arose.
- c. The provisions of this Section 8.2 shall survive any termination of this Policy.

Wellmark, Inc.

By: 

David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Wellmark, Inc.
Stop Loss Policy

Item 17.

Exhibit "A" - Stop Loss Premiums and Financial Terms

Account Full Name and Address

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

Benefit Services Administrator(s)

Wellmark Blue Cross and Blue Shield of South Dakota
Pharmacy Benefits Manager: Express Scripts

Stop Loss Period:

The Stop Loss Period begins on 7/01/2022 and ends on 6/30/2023.

Claims Eligible for Reimbursement. Claims shall be considered for reimbursement under this Policy only if all of the following conditions are completely satisfied as determined by Wellmark .

- Stop loss coverage is administered with a Run-in Period as a 60/12 arrangement, which means:
- The Claims shall have Incurred Dates within the Stop Loss Period or within 48 months prior to the beginning of the Stop Loss Period (the Run-in Period); and
 - The Claims shall have Paid Dates within the Stop Loss Period.

Claims with Paid Dates following the end of the Stop Loss Period are not Claims Eligible for Reimbursement.

Monthly Stop Loss Premiums-Health (subject to any policy limitations listed below):

\$194.53 per Plan Member per month based on active Plan Members on last day of billing month.

Individual Stop Loss Coverage (subject to any policy limitations listed below):

Individual Deductible: \$100,000 per Member

Covered Benefits: Health Pharmacy

Aggregate Stop Loss Coverage (subject to any policy limitations listed below):

Aggregate Deductible: 125 % of expected Paid Claims.

Covered Benefits: Health Dental Pharmacy

Attachment Point: per Plan Member per month based on active Plan Members on last day of billing month.

	<u>Single</u>	<u>Family</u>
Plan A	\$926.14	\$2,315.35
Plan B	\$926.14	\$2,315.35

Policy Limitation(s):

Claims in excess of the Account's Individual Stop Loss deductible level will not be covered under the Aggregate Stop Loss coverage.

Any adjustments to monthly stop loss premiums and attachment points due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

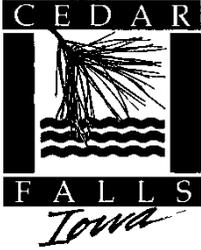
**Wellmark, Inc.
Stop Loss Policy**

Item 17.

Exhibit "A" - Stop Loss Premiums and Financial Terms

Exhibit "A" Issue Date:

5/27/2022



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 13, 2022

SUBJECT: **Group Term Life Insurance & Accidental Death & Dismemberment (AD&D) Insurance Joinder Agreement with National Insurance Services of Wisconsin**

Attached for your approval is a joinder agreement for group term life insurance and accidental death and dismemberment (AD&D) insurance plans. During the City's benefit renewal process, the City requested bids for the above plans with the help of the City's benefit consultant Holmes Murphy & Associates. The City received a renewal bid from the Standard Insurance Company, the current carrier, and a bid from National Insurance Services of Wisconsin, who currently provides the City's long-term disability (LTD) insurance. In review of the bids, National Insurance Services of Wisconsin's bid provided the lower rate

Carrier	Life Rate (per \$1,000)	AD&D Rate (per \$1,000)
Standard Insurance Company	\$.245	\$.035
National Insurance Services	\$.16	\$.03

In addition to the lower rate, National Insurance Services' bid increases the maximum covered salary from \$200,000 to \$225,000. City staff recommends approval of National Insurance Services' group term life insurance and AD&D joinder agreement. If approved, the City would also receive a 5% discount on the City's current LTD insurance plan rate from National Insurance Services for having multiple lines of coverage under the same carrier. If you have any questions regarding the attached, please contact me at 319-268-5101 or Jennifer Rodenbeck at 319-268-5108.

Attachment

**NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST
JOINDER AGREEMENT FOR
GROUP TERM LIFE INSURANCE**

The below named Employer hereby requests application for participation in group term life insurance benefits under the Group Policy issued to the below named Group Policyholder (hereafter referred to as "Policyholder", and underwritten by Madison National Life Insurance Company, Inc. (hereafter referred to as "Insurer"). The term **Group Policy** means only the provisions of the Group Policy that apply to the Employer, based upon the coverage requested under this Joinder Agreement.

Insurance and Benefit Information

A. Administrative

- 1. Policyholder: National Insurance Services of Wisconsin Insurance Trust
- 2. Employer: City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2783
- 3. Employer Plan No: 5205
- 4. Nature of Business: Government
- 5. Initial Plan Effective Date: July 1, 2022
- 6. Type of Coverage Replaced: Group Term Life Insurance
- 7. Prior Carrier: STANDARD INSURANCE COMPANY
- 8. Prior Coverage Term Date: July 1, 2022
- 9. Evidence of Insurability Requirements: Applies to Late Enrollees, Increases in Benefits and Amounts over Guarantee Issue Amounts
- 10. Employee Classes:
 - 01 Active Fire Department Members
 - 02 Active Union Police Members
 - 03 All Other Active Members
 - 04 Retired Fire Union Members retiring on or after July 1, 1989 and Retired Union Police who retired between July 1, 1989 and June 30, 1996 who are covered under the Employer's Health Insurance plan
 - 05 Retired Union Police who retired on or after July 1, 1996 who are covered under the Employer's Health Insurance Plan
 - 06 All Other Members who retired on or after July 1, 1989 who are covered under the Employer's Health Insurance plan
- 11. Minimum Hourly Work Requirement:
 - Classes 01, 02, 03: 32 hours per week
 - Classes 04, 05, 06: None
- 12. Waiting Period for Insurance Coverage:
 - Classes 01, 02, 03, 04, 05, 06: None

13. New Employee Eligibility Date:
Classes 01, 02, 03: Upon completion of the Waiting Period
Classes 04, 05, 06: Date of retirement
14. Leaves / Layoffs:
Classes 01, 02, 03: Coverage with premium payment while on FMLA leave;
Coverage with premium payment for up to 60 days while on Paid or Unpaid Leave;
Coverage with premium payment for up to 12 months while not Actively at Work due to Physical Disease or Injury;
Coverage with premium payment for up to 60 days while on Strike or Locked Out;
Coverage with premium payment for up to 60 days while on Layoff
Classes 04, 05, 06: None
15. Employee Premium Contribution:
Classes 01, 02, 03:
Employee Basic Insurance: 0%
- Classes 04, 05, 06:
Retiree Insurance: 100%
16. Participation Requirements:
Classes 01, 02, 03:
Employee Basic Insurance: 100%
- Classes 04, 05, 06:
Retiree Insurance: None
17. Insurance Reduction Schedule:
Classes 01, 02, 03:
Employee Basic Insurance: Basic Life and Basic AD&D Insurance reduces to 50% at age 70 and terminates at retirement, unless eligible for retiree coverage.
- Classes 04, 05, 06:
Retiree Insurance: Retiree Basic Life Insurance does not reduce and terminates at age 65

B. Basic Life Insurance

Employee Basic Life

<u>Classes 01, 03:</u>	1 times Annual Salary, rounded to the next higher \$1,000
Guarantee Issue:	\$225,000
Maximum Issue:	\$225,000
<u>Class 02:</u>	\$11,000
Guarantee Issue:	\$11,000

C. Retiree Life Insurance

Retiree Basic Life

<u>Class 04:</u>	\$10,000
Guarantee Issue:	\$10,000
<u>Class 05:</u>	\$11,000
Guarantee Issue:	\$11,000
<u>Class 06:</u>	1 times Annual Salary in effect on the last full day of active work, rounded to the next higher \$1,000
Guarantee Issue:	\$100,000
Maximum Issue:	\$100,000

D. Additional Benefits

- | | |
|-------------------------------------|--|
| 1. Conversion of Insurance Benefit: | Included for all classes |
| 2. Waiver of Premium Benefit: | Included in Classes 01, 02, 03 |
| 3. Living Benefit: | Included in Classes 01, 02, 03, 04, 05, 06 |
| 4. Portability Benefit: | Included in Classes 01, 02, 03 |

E. Accidental Death and Dismemberment (AD&D) Insurance

1. Basic AD&D Insurance

Employee Basic AD&D Insurance

<u>Classes 01, 03:</u>	Equal to Employee Basic Life amount
Guarantee Issue:	Equal to Employee Basic Life amount
Maximum Issue:	Equal to Employee Basic Life amount
<u>Class 02:</u>	Equal to Employee Basic Life amount
Guarantee Issue:	Equal to Employee Basic Life amount

F. Additional AD&D Benefits

- 1. Exposure Benefit: Included in Class 01, 02, 03
- 2. Disappearance Benefit: Included in Class 01, 02, 03
- 3. Felonious Assault Benefit: Included in Class 01, 02, 03
- 4. Seat Belt Benefit: Included in Class 01, 02, 03
- 5. Air Bag Benefit: Included in Class 01, 02, 03
- 6. Spouse Training Benefit: Included in Class 01, 02, 03
- 7. Education Benefit: Included in Class 01, 02, 03
- 8. Repatriation Benefit: Included in Class 01, 02, 03
- 9. Fare Paying Passenger Benefit: Included in Class 01, 02, 03
- 10. Day Care Benefit: Included in Class 01, 02, 03

G. Premium

- 1. Rate:

Classes: 01, 02, 03

- Employee Basic Life Premium Rate: \$0.16 per \$1,000 of coverage
- Employee Basic AD&D Premium Rate: \$0.03 per \$1,000 of coverage
- Portability Premium Rate: See Table Below

Age	Rate per \$1,000
0 - 29	\$0.13
30 - 34	\$0.15
35 - 39	\$0.18
40 - 44	\$0.25
45 - 49	\$0.42
50 - 54	\$0.66
55 - 59	\$1.17
60 - 64	\$1.86
65 - 69	\$2.83
70 - 74	\$4.70
75 - 79	\$9.12
80 and older	\$10.17

Classes: 04, 05, 06

- Retiree Basic Life Premium Rate: \$0.16 per \$1,000 of coverage

- | | |
|-------------------------|------------------------------|
| 2. Rate Guarantee: | 36 months until July 1, 2025 |
| 3. Frequency of Billing | Monthly |

H. Benefits and coverage for Insured Persons are as agreed upon between the Insurer and the Policyholder. All coverages and actual benefit amounts in effect, with respect to each Insured Person, are described in the Certificates of Insurance issued by the Insurer to the Policyholder for distribution to the Insured Persons or, directly to the Insured Persons. This includes any applicable Riders or Endorsements which generally describe, without amending, superseding or changing the Policy in any way, the essential features of the coverages Insured Persons are entitled to under the Group Policy and this Joinder Agreement, and to whom the insurance benefits are payable in the event of a covered loss.

TERMS AND DEFINITIONS

All terms are as defined in the Certificates of Insurance (hereafter referred to as Certificate).

PREMIUMS, PAYMENTS AND TERMINATION

A. Payment of Premiums

1. Premiums are due on the 1st of the month of coverage for which the premium applies (e.g., premium for coverage in October would be due October 1st).
2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy. Premium rates for each Employer covered under the Group Policy are shown in this Joinder Agreement.
3. The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.
4. Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.
5. Premium is due for an Insured Person for each month the Insured Person is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. Effective dates of coverage or termination dates which occur mid-month will be billed as follows:
 - a) If the effective date of coverage is between the 1st of the month and 15th of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16th of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.
 - b) If the date coverage ends is between the 1st of the month and the 15th of the month, no premium will be due for that month. If the date of termination is between the 16th of the month and the end of the month the Employer will be responsible for an entire month's premium.
6. All premiums will be based upon information provided by the Employer in the Census Reports.

B. Changes in Premium Rates.

1. Special Circumstances. The Insurer may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:
 - a) A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.

- b) One or more changes occur in the factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to the Employer, including, but not limited to, the number of persons insured, age, gender and occupational classification.
 - c) The premium contribution arrangement for insured employees changes or varies from that stated in this Joinder Agreement when issued or last renewed.
 - d) Plan design changes are requested by the Employer.
 - e) The Insurer and the Employer mutually agree to change premium rates.
2. In all other cases, and subject to a period for which the Insurer has provided the Employer with a written rate guarantee, the Insurer may change premium rates upon 60 days advance written notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any Contract Year. Contract Years means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Employer and Insurer.
- C. Premium Adjustments. Premium adjustments involving a return of unearned premiums to an Employer will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.
- D. Information Required from Employer
- 1. The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
 - a) At least one Census Report during each plan year, no later than six months prior to the next plan renewal date. The Census Report means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, Annual Salary as defined under the Group Policy and Certificate, and the amount of coverage.
 - b) A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
 - c) Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
 - d) Occupational information and any other information that may be required to manage a claim.
 - e) Notification of the Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
 - f) Notice of any additional eligible employee segment(s).
 - g) Any other information that may be reasonably required.
 - 2. The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.
- E. Grace Period, Termination for Nonpayment and Reinstatement.
- 1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period.
 - 2. Grace Period means the 31 days following the Premium Due Date.

3. If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
4. The Employer is liable for premium for coverage during the Grace Period. The Insurer may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.
5. Reinstatement. If any renewal premium is not paid and coverage is terminated, the Employer may request a reinstatement by reapplying with the Group Policyholder and submitting the required premium. Coverage will be reinstated upon the Insurer's approval, if the Employer requests reinstatement within 31 days of termination date. The Insurer shall approve or disapprove the reinstatement within 15 calendar days following receipt of the reinstatement request and premium. The Insurer and Employer shall have the same rights hereunder as they did under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

F. Termination for Other Reasons

1. The Policyholder may terminate the Group Policy and the Employer may terminate coverage under the Joinder Agreement by giving the Insurer at least 60 days written notice. The effective date of termination will be the later of:
 - a) The date stated in the notice; or
 - b) The Premium Due Date immediately following the date the Insurer receives the notice.
2. The Insurer may terminate coverage under the Group Policy as follows:
 - a) On any Premium Due Date if the number of persons insured is less than the Minimum Participation requirements provided for under this Joinder Agreement.
 - b) On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
 - c) On any Premium Due Date by giving the Employer at least 60 days advance written notice.
 - d) On the date the Employer breaches any part of the Entire Contract.

GENERAL PROVISIONS

- A. **Certificates.** The Insurer will prepare the Certificates setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Persons in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate differ from the terms of the Employer's coverage under the Group Policy, the latter will govern.
- B. **Limitation of Liability.** Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Madison National Life Insurance Company, Inc. The Policyholder and Employer hereby release, hold harmless and indemnify Madison National Life Insurance Company, Inc. from any liability arising from or related to any negligence, error,

omission, misrepresentation or dishonesty of the Policyholder or Employer respectively, or any of their respective representatives, agents or employees.

- C. Agency. The Policyholder and Employer are not agents of the Insurer for any purpose under the Policy.
- D. Entire Contract, Changes: This Joinder Agreement, the Policy, including the Certificates and any Riders, Amendments or attached papers, if any, constitutes the entire contract of Insurance. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Policyholder for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Employer for attachment to the Joinder Agreement. No agent has authority to change this Policy or waive any of its provisions.

We have authority to determine all questions arising in connection with the Policy, including its interpretation. Our failure to enforce any provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

- E. Incontestability. All statements made by the Employer in the Application are, in the absence of fraud, representations and not warranties. The Insurer cannot contest the Policy or this Joinder Agreement after it has been in force for 2 years from its Date of Issue. No statement shall be used to contest the validity of coverage or reduce benefits, unless it is in writing, signed by the Employer, and a copy of such statement is furnished to the Employer.
- F. Non-Participating: The Policy is non-participating. It does not share in Our profits or surplus earnings.
- G. Conformity With State Laws: If any provisions of Our forms are contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.
- H. Workers' Compensation. The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.
- I. Misstatement. If Policyholder or Employer premiums for the Insured Person are based on age or gender and the Insured Person's age or gender has been misstated, there will be a fair adjustment of premiums based on his or her true age or gender. If benefits for the Insured Person is based on age or gender and the Insured Person's age or gender has been misstated, there will be an adjustment of said benefits based on his or her true age or gender. We may require satisfactory proof of age or gender before paying any claim.
- J. Clerical Error. A clerical error may be made by the Insurer, Employer or Policyholder in keeping data. If so, when the error is found the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

ACCEPTANCE AND SIGNATURES

The undersigned Employer adopts and agrees to be bound by the terms and conditions of this Agreement, as amended from time to time and Group Policy. Copies of these documents are available for Employer review at the Policyholder’s place of business. The Employer may also contact the Insurer for further information.

The Group Policy is a vehicle for obtaining group insurance plans in which Employers join together as a single policyholder for the purchase and maintenance of group insurance policies.

The Insurer, in performing its obligations under the Group Policy, is acting only as a life insurer with respect to the Group Policy. The Trust Administrator, in performing its obligations under the Group Policy, is acting only as a trust administrator with respect to the Group Policy. The Insured and Trust Administrator are not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other federal or state laws.

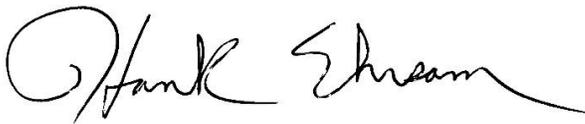
The signatures below constitute acceptance of the undersigned Employer as a participating member under the Group Policy.

Signed into effect this _____ day of _____, 20____.

Signature of Authorized Signer for Employer Printed Name & Title of Signer

Signature of Authorized Signer for Employer Printed Name & Title of Signer

Administrator:
AP / National Insurance Services

By: 

Hank Ehram, President
May 31, 2022

NOTICE OF PRIVACY PRACTICES AND PROTECTION

This Privacy Notice is provided for your information – keep a copy of it for your records.

No response is required or requested.

Customer Privacy Is Our Business - We value our relationship with our customers and are dedicated to providing them with exceptional service and competitive product offers. As part of our dedication to servicing their insurance needs, we are committed to protecting the confidentiality of nonpublic personal information about our customers. This Privacy Notice will help you understand what type of information we collect about insured individuals, how the information we collect is used, and what measures we take to protect that information.

What Information We Collect And How We Collect It - Depending on the type of product, we collect nonpublic personal information about insured individuals that may include:

- address,
- telephone number,
- social security number,
- account information,
- income,
- employment,
- health status, and
- other personal information relevant to their coverage.

We collect such information primarily from information we receive from individuals on applications or other forms. We may also collect information through telephone conversations or other electronic means, such as internet “cookies” (data stored on a computer by an internet browser when you use the internet to access our website) that may be used to track website usage, remember passwords customers create, and provide customers with website content specific to their needs and interests. We may also obtain information from third parties such as employers, non-affiliated insurers, physicians, hospitals and other medical providers.

How Information Is Protected - We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard such information. Information about insured individuals is accessed by our employees only when such access is necessary to conduct our business. For example, we may access information to offer other compatible products or services we provide, to process customer requests, and to administer our products or services. All employees are required to maintain the confidentiality of nonpublic personal information and to follow policies we establish to secure such confidentiality.

Additionally, we require third parties to whom we disclose nonpublic personal information, or who receive or handle such information on our behalf, to adhere to our standard of privacy protection and to establish information security procedures.

Disclosure - We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Information will only be disclosed for such purposes as conducting and auditing our business, administering the business of affiliated organizations, responding to requests from government

authorities, or as authorized or requested by an insured individual. Such disclosures include, but are not limited to:

- **Affiliates** – we may provide information to affiliated companies to enable them to provide business services for us such as claims processing, underwriting, and maintenance of your accounts, and to offer products and services we provide.
- **Agents and Brokers** – we may provide information to enable agents and brokers to provide business services for us and to offer products and services we provide.
- **Joint Marketing** – we may provide information to non-affiliated third parties to jointly market insurance products or services.
- **Lending Institutions** – we may provide information to non-affiliated lending institutions, such as banks and credit unions, to offer products and services we provide, and to provide business services for us.
- **Government Entities** – we may provide information upon request from a State Department of Insurance or other government entity. The purpose for the request may be to prevent fraud, conduct an audit of our business practices, or for any other reason for which the government entity is legally permitted to request information.
- **Servicing organizations** - we may provide information to servicing organizations such as TPAs, reinsurers, attorneys, accountants, actuaries, underwriters, and other such organizations to enable them to provide business services for us.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above or to otherwise conduct the business of insurance.

About this Privacy Notice - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections indicated in this Privacy Notice will remain effective even after an individual’s coverage is terminated, to the extent we retain information about that individual. We may change this Privacy Notice at any time and will inform you of any changes as required by law. Other applicable privacy protections may exist under state laws and we will comply with all applicable state laws when we disclose information about individual insureds.

For additional information, contact us at:

**Attn: Privacy Officer
Madison National Life Insurance Company, Inc.
Post Office Box 5008
Madison, WI 53705**

**NOTICE OF PROTECTION PROVIDED BY
IOWA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary of the Iowa Life and Health Insurance Guaranty Association Act (the "Association") and the protection it provides for policyholders. This safety net was created under Iowa law, located at Iowa Code Chapter 508C, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, health insurance company or health maintenance organization becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Iowa law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

Life Insurance:

- \$300,000 in death benefits
- \$100,000 in net cash surrender and withdrawal values

Health Insurance:

- \$500,000 for health benefit plans (see definition below)
- \$300,000 in disability income protection insurance benefits
- \$300,000 in long-term care insurance benefits
- \$100,000 in other types of health insurance benefits, including net cash surrender and withdrawal values

Annuities:

- \$250,000 in the present value of annuity benefits, including net cash surrender and withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$350,000. Special rules may apply with regard to health benefit plans.

"Health benefit plan" is defined in the applicable Iowa law and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

Note: Certain policies and contracts may not be covered or fully covered. If coverage is available, it will be subject to substantial limitations and exclusions. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements under Iowa law.

Benefits provided by a long-term care rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which the long-term rider relates.

To learn more about the Association and the protections it provides, as well as those relating to group contracts or retirement plans, please visit the Association's website at www.ialifega.org, or contact:

Iowa Life and Health Insurance
Association
700 Walnut Street, Suite 1600
Des Moines, IA 50309
(515) 248-5712

Guaranty Iowa Insurance
Division
1963 Bell Ave, Suite 100
Des Moines, IA 50315
(515) 654-6600

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as AM Best Company, Fitch Ratings Inc., Moody's Investors Service, and S&P Global Ratings.

The Association is subject to the supervision of the Commissioner of the Iowa Insurance Division. Persons who desire to file a complaint to allege a violation of the laws governing the Association may contact the Iowa Insurance Division. State law provides that any suit against the Association shall be brought in the Iowa District Court in Polk County, Iowa.

Insurance companies and agents are not allowed by Iowa law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Iowa law, then Iowa law will control.

NOTICE

This notice describes identities of and relationships among the Insurer, Administrator, and Policyowner of this insurance.

Insurer: Madison National Life Insurance Company, Inc. (MNL) is the insurance underwriter of this insurance.

Third Party Administrator: AP / National Insurance Services (NIS) is the administrator for this group insurance. NIS provides administrative services for insurance issued to groups, including, but not limited to underwriting, premium billing, premium collection, client services, and policy and certificate issuance.

There is no ownership affiliation between MNL and NIS.

Policyowner: The Policyowner of your policy/certificate of insurance is the National Insurance Services of Wisconsin Insurance Trust (Trust).

Employer: Your Employer participates in the group insurance under the group policy issued to the Trust.

NIS is the Administrator of the Trust.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 13, 2022

SUBJECT: Long-Term Disability Plan Amendment #3

National Insurance Services and the City of Cedar Falls have agreed upon an amendment to the City's long-term disability insurance plan that increases the maximum covered annualized salary of the plan to \$225,000. The previous maximum covered annualized salary of the plan was \$200,000. In addition, the amendment will decrease the premium from .315% of covered payroll to .300% of covered payroll. This amendment is contingent on the approval of a group term life insurance joinder agreement with National Insurance Services also on the June 20, 2022 City Council Meeting agenda. Attached is the amendment joinder agreement for long-term disability insurance.

If you have questions regarding the attached, please contact me at 268-5101.

Attachments

**AMENDMENT #3 TO
NATIONAL INSURANCE SERVICES TRUST
JOINDER AGREEMENT FOR
LONG-TERM DISABILITY INSURANCE**

Carrier No: 0377

Carrier: MNL

Employer Name: City of Cedar Falls

State: IA

Employee Classification: All Insured Classifications

This Amendment, made part of the National Insurance Services Trust Joinder Agreement (the "Agreement") by and between the Administrator of the National Insurance Services Trust and **City of Cedar Falls**, (the "Employer"), amends certain provisions of the Agreement effective July 1, 2022 as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the entire contract, unless otherwise stated herein.

Benefit Change(s):

- Under 'B. Class and Benefit Summary', under 'Class Number: 01', the items entitled 'Maximum Monthly Covered Salary:', 'Maximum Monthly Benefit:' and 'Guarantee Issue:' are hereby deleted in their entirety and replaced with the following:

'Maximum Monthly Covered Salary:	\$18,750
Maximum Monthly Benefit:	\$16,875 for the first 6 months; \$13,125
Guarantee Issue:	\$16,875 for the first 6 months; \$13,125'

Rates: The premium rate is decreased to .30% (.0030) of covered payroll.

The above rates are guaranteed for 24 months until July 1, 2024. This rate guarantee will not pertain to adjustments in premium rate due to amendments requested by the Employer.

This Amendment becomes a part of the entire contract. It shall continue in force under the same provisions that govern the entire contract. All other terms, provisions and conditions of the entire contract remain unchanged except as stated above.

Accepted this _____ day of _____, 20____, for the above-named Employer.

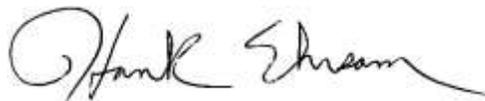
By: _____
Signature

By: _____
Signature

Print Name and Title

Print Name and Title

Accepted for
NATIONAL INSURANCE SERVICES TRUST
by Administrator, National Insurance
Services of Wisconsin, Inc.



Date: June 1, 2022

This signed and executed Amendment must be returned within 20 working days of the date of the Administrator's signature in order to insure acceptance of the Amendment as outlined.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Human Resources Division

TO: Mayor and City Council
FROM: Colleen Sole, Human Resources Specialist
DATE: June 10, 2022
SUBJECT: FY23 Insurance Renewal – Public Entity

Arthur J. Gallagher recently presented its renewal proposal to the City of Cedar Falls Risk Management Committee. This year's renewal process was more of a challenge, due to a lower number of Public Entity carriers. On July 1st of last year, the City's liability carrier, Argonaut, closed its doors, inherently causing the City to bid out its package. Fortunately, the City has a good loss ratio and is considered a good risk giving the City the edge on competitive quotes. Based on the numbers, Gallagher was able to provide the City with five solid options, including quotes from Traveler's, Princeton, and Safety National. Rates have increased significantly in the past two years and the public sector has been hit harder due to lack of controls and being targeted. Property and Cyber are where the largest increases are being seen. Although there are significant increases in these areas, the City did fair well with an overall 5.25% increase. In reviewing all options, the Risk Management Committee did agree to Gallagher's Option 1, moving the package to Traveler's and maintaining Chubb as the property carrier; attached is the proposal provided by Arthur J. Gallagher. With the City's approval of Traveler's, changes are required of the City's claims processing. The City will continue to process property and worker's compensation claims through EMC Risk Services, and Traveler's will now process the City's liability claims; attached is a copy of Traveler's Claim Service Agreement.

The Risk Management Committee respectfully requests that you approve these coverages for FY2023. If you have questions, please contact me at 319-243-2712.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated June 13, 2021, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

COVERAGE/CARRIER	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property
	Federal Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Breakdown
	Liberty Mutual Fire Insurance Company
	<i>TRIA cannot be rejected</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime (3rd year of 3 year policy)
	Hanover Insurance Company
	<i>TRIA cannot be rejected</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Package
<input checked="" type="checkbox"/> Option # 1	Travelers – \$7M total limit - recommended (TRIA included and cannot be rejected)
<input type="checkbox"/> Option # 2	Travelers – \$10M total limit - recommended (TRIA included & cannot be rejected)
<input type="checkbox"/> Option # 3	Princeton Excess & Surplus Lines Ins. Co - \$1M APD without Loss Fund
<input type="checkbox"/> Option # 4	Princeton Excess & Surplus Lines Ins. Co - \$1M APD with Loss Fund
<input type="checkbox"/> Option # 5	Safety National Casualty Corporation
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA – Additional Premium will apply – Princeton</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA – Additional Premium will apply – Safety National GL/Excess</i>
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Follow Form Excess Liability
	Hallmark Specialty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA – Additional Premium will apply</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability
	CFC (Lloyds) Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Workers' Compensation
<input checked="" type="checkbox"/> Option # 1	Midwest Employers Casualty Company – recommended (\$500K/\$750K SIRs) Midwest Employers Casualty Company – (\$600K/\$750K SIRs)
<input type="checkbox"/> Option # 2	Midwest Employers Casualty Company – (\$750K SIR all classes)
<input type="checkbox"/> Option # 3	Midwest Employers Casualty Company – two year policy \$500K/\$750K SIRs
<input type="checkbox"/> Option # 4	Midwest Employers Casualty Company – two year policy \$750K SIRs
<input type="checkbox"/> Option # 5	Safety National Casualty Company – two year policy \$500K/\$750K SIRs
<i>TRIA Cannot Be Rejected</i>	



The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Other Coverages to Consider

Yes No - Flood

Other Services to Consider

Yes No - CORE360™ Loss Control Portal

Yes No - eRiskHub

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.



I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____
Print Name

Title

Signature

Date: _____



PowerPro Select™

EQUIPMENT BREAKDOWN INSURANCE PROPOSAL



POLICYHOLDER DISCLOSURE: TERRORISM RISK INSURANCE ACT

This notice contains important information about the Terrorism Risk Insurance Act and your terrorism insurance coverage. Please read it carefully.

In accordance with the Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in concurrence with the Secretary of State, and the Attorney General of the United States

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to –

PowerPro Select™ EQUIPMENT BREAKDOWN INSURANCE PROPOSAL



- (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of –
- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

How the act affects your policy and what you must do

TERRORISM INSURANCE COVERAGE

This proposal includes coverage for losses resulting from "certified acts of terrorism." Coverage for losses from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions and exclusions contained in your policy.

The premium charge for this coverage for this policy period is \$0.

Please sign and return the Policyholder Acknowledgement below.

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative.

Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

Arthur J. Gallagher Risk Management Services, Inc. is pleased to present our 7/1/2022 proposal of insurance to the City of Cedar Falls. Enclosed for your review are the terms and conditions from the insurance companies that we approached on the City's behalf.

Workers Compensation – Midwest Employers –

The EMT/Fire/Police SIR remains at \$750K. All other class codes remained at \$500k retention.
Expiring Payrolls \$17,748,262 / renewal payrolls \$17,777,885

Safety National –

Gallagher also approached Safety National to provide an option for the Workers Compensation renewal. Safety National provided competitive renewal terms. This WC program must be purchased with the Safety National Casualty lines.

Liability Package –

The incumbent carrier, Argonaut, is not offering renewal terms, as the carrier will no longer write Retention Public Entity risks. The expiring limits: \$2,000,000/\$20,000,000 limit primary and \$5,000,000 excess provided by Allied World. Safety National; Travelers and Princeton all provided competitive terms on the primary/excess layers. We are presenting the city with these options and those details can be found in the attached program comparison worksheet

Property – Federal Insurance Company (Chubb) –

At the direction of the City, we increased the building values by 8%

Total Insurable Values: Expiring values Expiring \$153,103,054/ Renewal values \$163,031,038, which represents a 6.5% increase. Expiring premium \$131,995 / renewal premium \$167,019 – both terms include Terrorism/TRIA

Property premium rates are on the rise, mainly due to more frequent national catastrophic losses such as wind & hail, surface water and flood, therefore driving rates upwards industry wide. Property carriers are seeing poor results especially in Iowa. Flood - Chubb will continue to provide Flood coverage for those locations that fall into Flood Zone A, AE, Shaded X, B (and those unknown locations), backup of sewer and drains, mudflow, and surface water. The sublimit is \$250,000 for these flood zones with a \$250,000 Deductible. We have attached a spreadsheet with limits/deductibles for each location. Earthquake – Chubb will continue to provide \$5,000,000 Annual Aggregate with \$100,000 deductible – all locations.

Cyber Liability –

the incumbent carrier, BCS Insurance Company has increased their rates and deductibles for public entities. They will no longer provide full limits on ransomware covered and can only now provide \$50,000 in limit; therefore, we feel it best to move the coverages to CFC. Outlined in this proposal. They will provide \$2,000,000 limit with \$25,000 retention (up from \$15,000 retention). Cyber-crime (social engineering/cyber deception) \$250,000 limit will also be included. Expiring premium \$18,252 / Renewal Premium \$34,411.

Boiler and Machinery – Liberty provided a quote using increased building values, which resulted in a slight premium rate increase from expiring. Current Limit \$100,000,000 with \$5,000 deductible

Rating basis – Expiring values Expiring \$153,103,054 / Renewal values \$163,031,038

Expiring premium \$6,380 / Renewal premium \$7,173



Crime – Hanover Insurance Company – the policy is a three-year renewal term from 7/1/2020 through 7/1/2023. Limits \$500,000 with \$25,000 Deductible; False pretenses limit is \$75,000 with \$10K deductible
 Annual premium: \$4,487

On behalf of the entire Gallagher service team, we look forward to working with the City of Cedar Falls. If you have any questions or concerns after our meeting, please feel free to contact us.

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.

Scott Scheidel

Rich Stokluska

CITY OF CEDAR FALLS
 7/1/2022 – 7/1/2023
 RENEWAL
 Exposure Comparison

Exposure Rating Basis	2019	2020	2021	2022	% of Change
Total Property Values	\$143,117,486	\$147,168,833	\$153,103,054	\$163,031,038	6.5%
Total Number of Vehicles	183	191	193	193	0%
Total Vehicle Values	\$13,376,759	\$15,342,935	\$16,785,395	\$15,481,855	-7.7%
Total Estimated Payrolls	\$15,189,165	\$16,555,641	\$17,748,262	\$17,777,885	.002%
Employees (FT/PT)	662	666 (229 FT) (437 PT)	578 (231 FT) (347 PT)	394 (225 FT) (169 PT)	-32%
FT Officers	57	60	66	71	7.5%
Fire Department	69 (17-FT, 1-PT, 2-POC, 49 PSO)	75 (20-FT, 2-PT, 2-POC, 53 PSO)	81 (31-FT, 2-PT, 2-POC, 46 PSO)	81 (31-FT, 2-PT, 2-POC, 46 PSO)	0%

Named Insured

Named Insured Schedule:

Named Insured	Property	Equipment Breakdown	Crime	Package	Excess Liability	Cyber Liability	Excess Workers' Compensation
City Of Cedar Falls	X	X	X	X	X	X	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.



Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Federal Insurance Company	Property	Recommended Quote	\$167,019 (includes terrorism/TRIA)
Travelers Insurance Group	Property	Declined – could not be competitive	NA
Liberty Mutual	Property	Declined - Does not write public entity in Iowa	NA
Liberty Mutual Fire Insurance Company	Equipment Breakdown	Recommended Quote	\$6,380
Hanover Insurance Company	Crime – \$500,000 Limit	Recommended Quote 3 rd yr of a 3 yr term	Annual installment \$4,487
Travelers Insurance Company	Liability Package/Auto Physical Damage \$1,000,000/\$1,000,000 Limits \$6,000,000 Excess Liability \$150,000 SIR	Recommended Quote	\$247,192 TOTAL Includes Auto Liability, Auto Physical Damage, General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability and Excess Liability
Travelers Insurance Company	Liability Package/Auto Physical Damage \$1,000,000/\$1,000,000 Limits \$9,000,000 Excess Liability \$150,000 SIR	Recommended Quote	\$266,343 TOTAL Includes Auto Liability, Auto Physical Damage, General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability and Excess Liability
Princeton Excess and Surplus Lines	Without Loss Fund Option 1 - Package w/\$1M APD Limit Option 2- Package w\$2M APD Limit	Quoted	Option 1 \$241,757 \$2,417.57 Taxes \$244,174.57 total TRIA \$6,312 plus \$63.12 taxes Option 2 \$307,809 \$3,078.09 Taxes \$310,887.09 Total TRIA \$9,615 plus \$96.15 taxes

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Princeton Excess and Surplus Lines	With Loss Fund Option 1 – Package w/\$1M APD Limit Option 2 – Package w/\$2M APD Limit	Quoted	Option 1 \$313,669 \$3,136.69 Taxes \$316,805.69 Total TRIA \$6,950 plus \$69.50 taxes Option 2 \$384,887 \$3,848.87 Taxes \$388,735.87 Total TRIA \$10,385 plus \$103.85 taxes
Safety National Casualty Corporation	Package	Quoted	\$300,848 Taxes \$797.51 POL Taxes Law \$411.99 TOTAL \$302,057.50 \$359 GL TRIA \$1,084 XS TRIA
Berkley Group	Package	Declined – could not be competitive or offer APD	NA
Liberty Mutual	Package	Declined – does not write coverage for public entity in Iowa	NA
Old Republic	Package	Declined – could not be competitive	NA
Allied World National Assurance Company	Excess Liability \$2,000,000 Limit	Declined – as of this year could not offer coverage excess public entity primary.	NA
Hallmark Specialty Insurance Company	Excess Liability \$2,000,000 Excess Safety National \$5M	Quoted	\$75,000 \$750.00 Taxes \$75,750 TOTAL
Greene	Excess Liability \$2,000,000	Declined – does not write excess for Public Entity in Iowa	NA
BCS Insurance Company	Cyber \$2,000,000 Limit	Did not quote – can only offer \$50K Ransomware limit	NA
Underwriters at Lloyd's London - CFC	Cyber Liability	Quoted - Recommended	NA



INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
<p>Cowbell Chubb Crum Ascent Coalition AT Bay Beazley Corvus Hiscox HCC Markel Zurich USLI CAN Axis Hiscox XL Travelers</p>	<p>Cyber Liability</p>	<p>Declined –cannot be competitive Various reasons such as lack of controls at time of quoting</p>	<p>NA</p>
<p>Midwest Employers Casualty Company</p>	<p>Excess Workers Compensation and Employers Liability \$500K SIR all classes except \$750K SIR EMT/Police/Fire</p>	<p>Recommended Quote To be purchased with Princeton or Travelers Casualty lines</p>	<p>Deposit Premium \$104,958-\$500K/\$750K SIR / 1 year program Deposit Premium \$106,232-\$500K/\$750K SIR / 2 year program Deposit Premium \$96,039 – \$600K/\$750K SIR / 1 year program Deposit premium \$98,906 \$750K SIR / 1 year program Deposit Premium \$97,313-\$750K SIR / 2 year program</p>
<p>Safety National Casualty Corporation</p>	<p>Excess Workers Compensation and Employers Liability \$500K SIR all classes except \$750K SIR EMT/Police/Fire</p>	<p>Quoted To be purchased with Safety National Casualty lines</p>	<p>\$101,334</p>
<p>Hallmark</p>	<p>Excess APD</p>	<p>Indication</p>	<p>\$43,000 \$5M x \$1M</p>



Premium Summary

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		% Change Program versus expiring RECOMMENDED-With CFC Cyber and Travelers \$1M/ \$6M Excess Liability Limits		
Property	Premium TRIA Premium	Federal Insurance Company (Chubb Group of Insurance Companies)	\$131,995 Included	Federal Insurance Company (Chubb Group of Insurance Companies)	\$167,019 Included	26.5%
Equipment Breakdown	Premium TRIA Premium	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$6,380 Included	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$7,173 Included	12%
Crime	Premium TRIA Premium	Hanover Insurance Company (Hanover Insurance Companies)	\$4,487 Included	Hanover Insurance Company (Hanover Insurance Companies)	\$4,487 Included	0%
Public Entity Package - Includes General Liability, Employee Benefits Liability, Auto Liability, Public Officials Liability, Employment Practices Liability and Auto Physical Damage, and Excess Liability	Premium TRIA Premium	Argonaut Insurance Company (Argo Group International Holdings, Inc.) \$2M Total Limit	\$175,567 TRIA not included	Travelers \$7M total Limit	\$247,192 Total Premium Plus \$10,000 Claims Loss Fund Fee	-7% (when combined with Allied World XS)
Excess Liability	Premium TRIA Premium	Allied World National Insurance Company (Allied World Assurance Group) \$5M Total Limit	\$100,025 (does not include TRIA coverage)	NA	NA	NA



LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		% Change Program versus expiring		
		RECOMMENDED-With CFC Cyber and Travelers \$1M/ \$6M Excess Liability Limits				
Cyber Liability	Premium TRIA Premium	BCS Insurance Company	\$18,252	Underwriters at Lloyd's London (Underwriters at Lloyd's London)	\$33,575 Iowa SLT \$335,775 Policy Fee \$500 \$34,410.75	88%
Excess Workers Compensation	Premium TRIA Premium	Midwest Employers Casualty Company (W. R. Berkley Group)	\$99,915 Included	Midwest Employers Casualty Company (W. R. Berkley Group)	\$104,958 Included	5%
Gallagher Broker Services Fee			\$36,000		\$36,000	0%
Total Estimated Program Cost			\$572,621		\$611,239.75	6.7%

The estimated program cost for the options are outlined in the following table:

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
The Travelers Indemnity Company	A++ XV	Admitted
Travelers Property Casualty Company of America	A++ XV	Admitted
Hallmark Specialty Insurance Company	A- VIII	Non-Admitted
Federal Insurance Company	A++ XV	Admitted
Safety National Casualty Corporation	A++ XV	Admitted
Safety Specialty Insurance Company	A++ XV	Non-Admitted
Underwriters At Lloyds London	A XV	Non-Admitted
Hanover Insurance Company	A XV	Admitted
Liberty Mutual Fire Insurance Company	A XV	Admitted
Midwest Employers Casualty Company	A+ XV	Admitted
Princeton Excess & Surplus Lines Ins Co	A+ XV	Non-Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



CLAIM SERVICE AGREEMENT

THIS CLAIM SERVICE AGREEMENT ("Agreement") dated as of 07/01/2022 (the "Effective Date"), is by and between City of Cedar Falls and each of its predecessors, successors, subsidiaries, divisions, and affiliates for whom Claim Services are being furnished ("Client"), and The Travelers Indemnity Company, a Connecticut corporation at 385 Washington Street, St. Paul, Minnesota, 55102, and its subsidiaries and affiliates ("Travelers").

WHEREAS, Client and Travelers have entered into insurance policy number 16P31929 (which together with all applicable riders, endorsements, extensions and renewals are hereinafter referred to as the "Policy") under which Client is responsible for paying a portion of the damages and/or certain expenses as more fully described in the policy ("Self-Insured Retention"); and

WHEREAS, Client wants Travelers to furnish certain Claim Services to Client with respect to the Self-Insured Retention and Travelers is willing to provide such services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Client and Travelers hereby agree as follows:

SECTION I - DEFINITIONS

For the purpose of this Agreement, a "Claim(s)" shall be any request or demand for consideration of payment of a loss or investigation of a loss with respect to the services enumerated in this Agreement, which is reported to Travelers, and which is within Client's Self-Insured Retention, and which takes place in the coverage territory as set forth in the Policy.

"Excess Claim(s)" shall be any request or demand for consideration of payment of a loss or investigation of a loss with respect to the services enumerated in this Agreement which is reported to Travelers and which exceeds Client's Self-Insured Retention.

The "Discretionary Authority Limit" is the total amount of money which Travelers is authorized to spend in payment or settlement of any Claim, and, in case of denial, the total Travelers' projected money value of a Claim which Travelers is authorized to deny, without first seeking approval from Client.

SECTION II - DUTIES OF TRAVELERS

A. During the term of this Agreement, Travelers will provide Claim Services to Client ("Claim Service(s)") with respect to Claims. Such Claim Service shall consist of the following:

1. CLAIMS ADMINISTRATION

(a) Instructions will be provided for the reporting of Claims.

- (b) Claim reports will be accepted from Client or Client's employee or representative. Travelers will establish and maintain a separate file on all such Claims. Travelers will acknowledge receipt of all Claims, identifying each with a file number for further reference.
- (c) Subject to the Termination Section of this Agreement, closed or inactive Claim files will be stored and maintained in a reasonable manner to protect confidentiality of records.

2. CLAIMS INVESTIGATION/PREPARATION

- (a) Travelers will perform the necessary investigation and documentation upon which to base a decision regarding liability and damages exposure, and secure information required for the adjustment of each Claim.
- (b) Travelers will provide for investigation by individuals, other than defense attorneys, in the preparation of the defense for Claims involving litigation.
- (c) Loss information on Claims being handled by Travelers will be provided. This loss information will include suggested reserves, payments and the disposition of Claims.
- (d) A list of outside physicians and other specialists for use as necessary in the independent examination and evaluation of all Claims will be maintained by Travelers.
- (e) Travelers will analyze each Claim to determine Client's rights against third parties. When appropriate, Travelers will supervise subrogation of Claims on behalf of Client.

3. LOSS ADJUSTMENT/NEGOTIATION & SETTLEMENT

- (a) Based upon factual investigation and evaluation of Client's liability, Travelers will compute the amount of Claim payment, if any payment is warranted, issue such payment and maintain a record of all payments in each file.
- (b) Travelers will enter into negotiation and settlement of Claims where appropriate in Travelers' judgment and/or consistent with its authority on behalf of Client. The Discretionary Authority Limit is \$35,000 on a per Claim basis. The Discretionary Authority Limit does not include ALAE (as hereinafter defined).

4. LITIGATION ASSISTANCE

- (a) Travelers will maintain a list of recommended attorneys, and at Client's request, will arrange for such attorneys to be retained on behalf of Client as the need arises for defense of Claims, subrogation of Claims or when otherwise requested by Client. When in Travelers' sole discretion, it determines it is appropriate, Travelers may

recommend to Client attorneys employed by Travelers or its affiliates. Travelers may make such recommendation on a case-by-case basis or more generally with respect to Client's Claims. Client at all times retains the right to reject Travelers' recommendation of any attorney, including those employed by Travelers or its affiliates, and to choose other attorneys to defend Claims, handle subrogation of Claims or as otherwise needed by Client; provided, however, that Travelers shall solely control the selection of attorneys when the total amount of damages, to which the Policy applies for any particular Claim, may possibly exceed the Self-Insured Retention as determined by Travelers in its sole discretion.

- (b) Travelers will review attorney activity and assist with discovery as well as pre-trial preparation of each case, including continued negotiation and settlement effort where warranted.
- (c) Attorney billings will be analyzed for consistency with fee arrangement and necessity for expenses or time incurred.
- (d) Travelers will coordinate and expedite, where necessary, communication between Client and attorney for, among other things, information subject to discovery.

5. ESCHEAT

- (a) For outstanding checks which become escheatable during the term of this Agreement, Travelers shall comply with all State required escheat processes in accordance with Travelers' standard practices; provided that, if Client is no longer a customer of Travelers and requires Claim Services for open Claim files be provided by an entity other than Travelers, Travelers will no longer have any escheat responsibilities with respect to outstanding checks issued on those Claim files. .
- (b) Travelers shall maintain records of unclaimed property items, the names and addresses of owners of unclaimed property, if known, and the time period in which the item was unclaimed.

6. CLAIMS FOR WHICH TRAVELERS PROVIDES CLAIM SERVICES

Travelers will provide Claim Services only for Claims to which the Self-Insured Retention applies under the terms of the Policy.

7. MMSEA REPORTING

Travelers will assume all reporting obligations as the Client's duly authorized reporting agent with respect to the data collection and reporting requirements of Section 111 of

the Medicare, Medicaid and SCHIP Extension Act of 2007, as it may be amended from time to time ("MMSEA"). Travelers will comply with all MMSEA reporting requirements for all qualifying payments that Travelers makes on behalf of Client. Qualifying payments shall include any payment by Travelers under this Agreement to or on behalf of a Medicare beneficiary that triggers a reporting obligation on behalf of Client. Qualifying payments do not include payments made as reimbursement to Client or to any insurer that has paid amounts to or on behalf of a Medicare beneficiary. Travelers shall have no obligation to report payments made by another entity. Travelers will establish appropriate safeguards to protect the confidentiality of data collected and transmitted by Travelers to prevent unauthorized access to that data.

- B. In the course of providing Claim Services, expenses will be incurred on behalf of Client for allocated loss adjustment expenses, defense expenses, or similar expenses as such terms are defined in the Policy (referred to herein as "ALAE").

SECTION III - FUNDING ARRANGEMENTS

- A. The following is a description of the terms and procedures under which Travelers' Claim billing with Client is established and operated.

Travelers will make Claim and ALAE payments on Client's behalf utilizing checks drawn against a bank account of Travelers. If Client fails to fulfill its funding obligations hereunder, Travelers may immediately suspend all payments of Claims and ALAE and terminate this Agreement pursuant to the Effective Dates and Termination Section of this Agreement. Under no circumstances will Travelers be required to use its own funds to pay Claims and ALAE hereunder.

In addition, Travelers may pay claim and ALAE amounts in excess of Client's Self-Insured Retention in order to effect settlements or for any other reason associated with Travelers' performance of Claim Services. Client agrees to reimburse Travelers for any such payments pursuant to these funding arrangements and subject to the terms and conditions of this Agreement. Client's obligation to reimburse Travelers for such payments is an obligation which is independent of and not contingent upon Client's receipt of payment from any other source.

- B. Client agrees to make funds available to Travelers from which Travelers may draw at its discretion for payment of all Claims and ALAE which are within the Discretionary Authority Limit as well as for payments which exceed the Discretionary Authority Limit but which have been specifically consented to by Client.

1. Client will make a cash payment to Travelers to establish a claim fund:
 - (a) \$10,000 shall be deposited by inception of this Agreement. This amount shall be the initial minimum claim fund level. Travelers has the right to commingle the claims fund with its general assets and deposit in its standard banking accounts any and all amounts in the claims fund. Travelers shall not be responsible for allocating any amounts between the entities of Client.

- (b) Travelers shall bill Client for paid Claims on a monthly basis. Client shall be obligated to pay to Travelers any amount billed for Claims within thirty (30) days of receipt of written notice by Travelers.
 - (c) Travelers shall continually review the adequacy of the claim fund and may require such increases or decreases in the minimum and maximum claim fund level described above as Travelers in discussion with Client deems necessary to reserve for payment of present and future Claims and ALAE. In setting the minimum claim fund level Travelers does not represent or warrant the adequacy thereof. Whenever the claim fund is less than the then minimum level described in Section III.B.1(a) or thereafter set by Travelers, Client shall pay an amount sufficient to Travelers to increase the claim fund within thirty (30) days of receipt of written notice by Travelers.
 - (d) Upon termination of this Agreement pursuant to the terms of Section VIII, Travelers shall return any amount remaining in the claim fund to Client after deducting the amount of any Claim or ALAE payable by Travelers for the settlement or adjustment of any Claim that occurred prior to the termination of this Agreement.
2. Travelers has no duty under any circumstances, including but not limited to the inability to pay or insolvency of Client, to provide funds to pay any Claims or ALAE with respect to Claims of Client except to the extent funds are maintained in the claim fund or as required by state law. Provided however, that Travelers, without waiving its rights or excusing performance by Client, may from time to time elect to advance its own funds for the payment of such amounts in which case Client shall immediately reimburse the claims fund pursuant to Section III.B.1(b) above. If Client fails to make funds available for Travelers to pay Claims and ALAE under the Self-Insured Retention, Travelers will have the right to suspend payment of Claims and ALAE without prior notice to Client until such funds are available and Travelers may refuse to render any of the services provided for under this Agreement, to the extent permitted by state law. Travelers may also bring suit against Client seeking specific performance of Client's obligations or to recover any amount due Travelers under the terms of this Agreement. Travelers will not be liable for any penalties, fees, assessments or legal judgments rendered for, or based upon the failure to pay Claims or ALAE when the necessary funds were not deposited in the claim fund, except to the extent required by state law. Any election of Travelers to continue to service claims, to advance its own funds to pay Claims or ALAE, or to pursue a remedy provided for in this section shall not operate as a waiver or estop Travelers from asserting any right under the terms of this Agreement or otherwise provided by law.
3. To secure the payment of the Obligations (as defined below), Client grants to Travelers:
- (a) a security interest in the moneys on deposit in the claim fund as cash collateral as that term is defined in Section 363(a) of the U.S. Bankruptcy Code and acknowledges that the security interest is perfected by Travelers control over the claim fund, and
 - (b) the right to set off any of the Obligations against any sums now or at any time owing by Travelers to Client. Client agrees to execute such documents as Travelers may require

to evidence the attachment or perfection of the security interest granted pursuant hereto, and further agrees to take such other steps as Travelers may reasonably require to establish and maintain the first priority of such security interest. "Obligations" shall mean all present or future indebtedness and obligations of Client to Travelers including, but not limited to, those arising at any time under this Agreement and any other prior, present or future agreement and insurance policy between Client and Travelers and any renewals, restatements or extensions thereof, whether or not such indebtedness or obligations are matured, contingent, unliquidated or subject to any recoupment or setoff, as well as any present or future liabilities of Travelers, payment for which Client has undertaken or is otherwise obligated to Travelers under this Agreement or any other agreements and insurance policy(s) or otherwise applicable agreements or law. Client acknowledges and confirms that the Obligations hereunder are obligations secured by the security interest granted by Client to Travelers under and pursuant to the terms of any and all past or present agreements or policy(s) between Travelers and Client.

SECTION IV - DUTIES OF CLIENT

- A. Client shall pay the charges provided for herein for the Claim Services.
- B. Client agrees to cooperate with Travelers in the investigation of any Claim and to provide any information Travelers shall reasonably request for the purpose of investigating a Claim.
- C. Client agrees to indemnify and hold harmless Travelers and its directors, officers, agents, employees and affiliates providing Claim Services hereunder against any and all claims, settlements, interest charges, lawsuits, payments, penalties, administrative proceedings, judgments, costs, damages or expenses, including attorneys' fees, resulting from, or arising out of or in connection with any Claim or any Excess Claim hereunder, or incurred to enforce this provision unless it is determined by the final order of a court of competent jurisdiction that a proportion of the liability therefore was caused by the willful misconduct or negligent activity of Travelers, its employees or agents, in which case, Travelers shall be responsible for its proportionate share of the liability. This clause survives termination of this Agreement.

SECTION V - LIMITATION OF LIABILITY

- A. Travelers makes no representation that Client is authorized to insure or to self-insure. It is the responsibility of Client to obtain all necessary authorization from applicable governmental authorities. Client further agrees that it is its responsibility to fund Claim payments. Client acknowledges and agrees that this Agreement is not a policy of insurance.
- B. In the event Travelers should fail to perform its duties hereunder and if such failure is not corrected within thirty (30) days after written notice by Client to Travelers of such failure, then Client may terminate this Agreement upon fifteen (15) days written notice to Travelers. The foregoing is in lieu of all other warranties, expressed or implied (including warranties of merchantability and fitness for a particular purpose) and all liability for special, indirect or consequential damages, including lost profits, even if Travelers has been advised of the possibility of such damages.

- C. Travelers reserves the right to not provide Claim Services in any state or political jurisdiction if such services are prohibited by the laws or regulations thereof. Travelers may immediately discontinue Claim Services and return Claim files in its possession to Client to the extent there is a change in law or regulation, or a change to how Travelers is required to interpret a law or regulation, which imposes additional duties, responsibilities or obligations on Travelers. In such instances, Travelers shall have no further duty to provide such Claim Services.

SECTION VI - CLAIMS SERVICE FEES AND OTHER CHARGES

- A. As consideration for the Claims Services provided under this Agreement, Client shall pay to Travelers a claims service fee, which has been included in the policy premium.
- B. 1. In the event that a state or other jurisdiction, in accordance with existing or future law, determines that Travelers is liable for payment of any taxes, assessments or escheat obligations (other than taxes solely based upon Travelers' net income) with respect to any aspect of this Agreement, Client agrees to reimburse Travelers for the amount of any such taxes, assessments or escheat obligations, any interest expense assessed against or incurred by Travelers before or after payment of such amounts, and any other charges, penalties or fines in connection therewith, including reasonable attorneys' fees, that Travelers may sustain in connection with such amounts. Any such amount shall be due and payable upon written notification by Travelers to Client.
2. Travelers shall have sole discretion in determining whether any claim or assessment for taxes, assessments or escheat obligations shall be paid, compromised, litigated or appealed and as to all matters of procedure, compromise, defense or appeal or any other aspects of any claim or assessment concerning its liability.
3. In the event that a state or other jurisdiction, in accordance with existing or future law, imposes upon Travelers the duty to act as agent for collection of any tax or assessment obligation imposed on Client with respect to any aspect of the Agreement, Client will pay over any such amounts to Travelers when requested to do so by Travelers.
- C. The claim service fee for each Claim shall cover Claim Services for the lifetime of the claim. In the event this Agreement is terminated for any reason, these claim service fees will not be pro-rated and are not refundable.

SECTION VII - EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default:

- A. Client shall fail to make any payment of charges or fees on or before the date due; or
- B. Client shall fail to fulfill any of its obligations under the Funding Arrangements; or

- C. Client shall fail to perform or observe any other condition or agreement to be performed or observed by it under this Agreement or other similar agreement; or
- D. Client becomes insolvent or is unable to pay its debts as they become due or Client is declared bankrupt or insolvent, or if a debtor relief proceeding has been brought by or against it.

SECTION VIII - EFFECTIVE DATES AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall remain continuous until terminated.
- B.
 1. This Agreement may be terminated by either Travelers or Client with or without cause for any reason whatsoever upon sixty (60) days prior written notice.
 2. Upon the occurrence of any Event of Default, and if such Event of Default is not corrected within thirty (30) days after written notice by Travelers to Client of such Event of Default, then Travelers may terminate this Agreement upon fifteen (15) days written notice to Client. This Agreement may be terminated by Client as set forth in Section V.B. or by Travelers as set forth in Section V.C.
 3. If none of the events referenced in the preceding subsections take place, this Agreement will terminate when both parties agree that all the obligations of each hereunder have been paid or otherwise performed.
- C. Notwithstanding the termination of this Agreement, Client shall remain fully liable to Travelers for all claim service fees, paid Claims, ALAE and all other sums due in accordance with the terms and provisions of this Agreement with respect to Claims reported before such termination, and all such obligations of Client shall be deemed to survive any such termination.
- D.
 1. This Agreement contemplates Travelers providing Claim Services for each Claim handled pursuant hereto, from the time the Claim is opened until conclusion. Therefore, in the event of termination, unless there is a default by Client, Travelers will continue to provide Claim Services for Claims which were reported prior to termination, until all Claims are concluded.
 2. In the event of a termination by Travelers pursuant to this Section because of a default by Client, or if, after the termination of this Agreement for any other reason pursuant to this Section, Client fails to fulfill its obligations under the Funding Arrangements or to pay any other amounts due and owing hereunder, Travelers may immediately discontinue all Claim Services and return the Claim files in its possession to Client at Client's expense at the address specified in the "Notices" Section of this Agreement, without any offset or deduction from any of the Claim Service fees or other charges paid or payable by Client to Travelers under this Agreement. Travelers shall then have no further responsibility to provide Claim Services for any Claims of Client other than as may be required by state law.

3. Travelers assumes no liability with respect to Claim Services, and the work product thereof, performed by anyone other than Travelers, either prior to or subsequent to the Term of this Agreement. To the extent that Travelers incurs any liability as a result of Claim Services performed by anyone other than Travelers, Client agrees to hold Travelers harmless for any such liability as set forth in the Duties of Client Section of this Agreement.

SECTION IX - EXAMINATION OF RECORDS

Client shall have the right to examine any Claim file or time sheets relating to the specific Claim maintained by Travelers pursuant to this Agreement upon thirty (30) days advance written notice from Client to Travelers; provided, however, Client agrees that an examination of individual Claim files shall be carried out in a manner agreed to between Client and Travelers designed to protect the confidentiality of the individual's medical and professional information and that any examination be conducted during the normal business hours of Travelers pursuant to reasonable restrictions imposed by Travelers. If Client retains a third party to perform the examination functions set forth in this section, Client agrees that the third party will not have access to records until third party signs a Non-Disclosure Agreement between third party and Travelers.

SECTION X - SOLE BENEFIT

This Agreement is for the sole benefit of the parties hereto and in no event shall this Agreement be construed to be for the benefit of any third party, and Travelers shall not be liable for any loss, liability, damages or expense to any person not a party to this Agreement.

SECTION XI - ASSIGNMENT

No assignment by either party of this Agreement shall be valid without the prior written consent of the other party, which consent shall be reasonably given. Notwithstanding the foregoing, Travelers may at any time assign its rights and delegate its duties hereunder to any of its affiliated companies. In addition, Client acknowledges and agrees that all or some of the Claim Services provided hereunder may be provided by affiliated companies of Travelers.

SECTION XII - FAILURE OF ENFORCEMENT

Travelers' failure to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by Client of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or Travelers' right to thereafter enforce each and every provision of this Agreement or to exercise any right or remedy available to Travelers under applicable law.

SECTION XIII - LEGAL AGREEMENT

Nothing in this Agreement shall be construed to require commission of any act contrary to the law. In the event of a conflict between any provision of this Agreement and any law or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; provided however, that in such

event, the provision so affected shall be limited only to the extent necessary to permit compliance with the minimum legal requirement, and all such other provisions of this Agreement shall continue in full force and effect.

The parties have read this Agreement and they have had a full opportunity to evaluate this Agreement along with all transactions and other matters contemplated by this Agreement. The parties have had the opportunity to consult with, and have consulted with, business advisors and counselors of their choice in connection with this Agreement. If any provision of this Agreement is found ambiguous by a court or arbitration panel, such provision shall not be construed against either party based on the party's alleged drafting of such provision.

SECTION XIV – AGREEMENT TO ARBITRATE

The parties recognize that disputes may arise between them and in some instances involving non-parties as well, about the parties' rights and duties relative to reimbursement of Claims and ALAE and payment of Claim Service charges and other charges under this Agreement. In addition, disputes may arise regarding whether and how much Travelers' Claims Services (e.g. investigation, administration, payments in connection with Claims) may impact the amount of Claims and ALAE payments and Claims Service Fees charges Client may owe to Travelers under this Agreement. The parties will attempt to resolve those disputes without resort to formal procedures. However, in the event such a dispute is not resolved, either party shall submit the matter to arbitration and the other party shall be bound by such submission, provided that neither party shall submit to arbitration (i) any coverage dispute which arise under or in connection with Claim Service performed by Travelers under this Agreement; and/or (ii) any claim which either party purports to arbitrate as a representative or member of a class or as a private attorney general.

The arbitrator(s) has no authority, and is not empowered, to consolidate or direct class-action arbitration as to any disputes between the parties to this Agreement with other disputes between Travelers and any other of its customers or other third parties. Nor shall the arbitrator(s) have authority or be empowered to consolidate or direct disputes brought by Client as a private attorney general. Any determination by the arbitrator(s) to so consolidate or direct class-action arbitration or to consolidate or direct disputes brought by Client as a private attorney general shall be beyond the arbitrator's authority and jurisdiction and shall accordingly, be void. Any dispute regarding these prohibitions against consolidation of class-action arbitrations and against disputes brought by Client as a private attorney general shall be heard and resolved by a court having jurisdiction over the parties as provided in the Consent to Jurisdiction provision below, not the arbitrator(s).

The parties agree that Client's Claim Services program with Travelers is deemed made in the State of Connecticut and involves interstate commerce. Accordingly, Travelers and Client agree that any arbitration proceeding arising out of or related to this Agreement shall be governed by the Federal Arbitration Act ("FAA") and, to the extent not inconsistent with the FAA, Connecticut arbitration law.

- A. All such disputes shall be submitted for decision to a panel of arbitrators composed of two party-appointed arbitrators and an umpire (the "Arbitration Panel"). Each member of the Arbitration Panel shall be a disinterested, active or retired judge, or executive officer of a property-casualty insurance company or claim service provider, or property-casualty broker

authorized to transact business in the United States. The arbitration proceedings shall take place in Hartford, Connecticut unless otherwise agreed by the parties.

- B. The party demanding arbitration (“Claimant”) shall appoint its arbitrator first. The other party (“Respondent”) shall appoint its arbitrator no later than two weeks after the date on which Respondent receives notice from Claimant of Claimant’s appointment of its arbitrator. If the Respondent fails to appoint its arbitrator within such two week-period, then Claimant shall appoint the second arbitrator and Respondent shall forfeit any right to name the second arbitrator. The two arbitrators shall select an umpire within twenty one (21) days after both arbitrators have been appointed. If the two arbitrators fail to agree on an umpire within the twenty one (21) day period, each arbitrator shall name three umpire candidates, of whom the other arbitrator shall strike two and the decision shall be made from the remaining two umpire candidates by drawing lots.
- C. Notwithstanding anything in this 'Agreement to Arbitrate' Section to the contrary, if the amount claimed by the Claimant in its demand for arbitration is less than \$250,000, the parties agree that an abbreviated, streamlined arbitration procedure (“Streamlined Arbitration”) will be followed. In such a case, the parties agree to submit the dispute to an Arbitration Panel comprised of a sole arbitrator. The sole arbitrator shall be a disinterested, active or retired judge, or executive officer of a property-casualty insurance company or claim service provider, or property-casualty broker authorized to transact business in the United States. Within fourteen (14) days of the date the arbitration demand is served on Respondent, Claimant and Respondent shall each name three candidates. If a candidate appears on both lists of candidates, then that candidate shall be named the sole arbitrator to resolve the dispute. If there is no match on the lists, each party shall strike two names from the other’s list and the sole arbitrator shall be selected from the remaining two candidates by drawing lots.

All Streamlined Arbitration proceedings shall be subject to the following rules:

1. Each party will be permitted a maximum of three depositions.
 2. The parties agree that time is of the essence and that the final hearing shall commence no later than six months from the date of the arbitration demand. The parties further agree that no continuances or extensions of time with respect to that six month period shall be granted unless both parties agree.
 3. The sole arbitrator shall have the authority, in his/her discretion to decide the case without a formal hearing and based upon the written materials submitted by the parties.
- D. The Arbitration Panel is relieved from all judicial formalities and may abstain from following the strict rule of law. At the hearing, evidence may be introduced without following the strict rules of evidence, but cross examination and rebuttal shall be allowed.
- E. The Arbitration Panel shall issue its decision within fourteen (14) days following the conclusion of the hearings or, if the case is submitted on the briefs, within fourteen (14) days of the submission of the final briefs.

- F. The Arbitration Panel shall issue its decision in writing, identifying the reasons and rationale for the decision and, if the arbitration panel feels it is necessary, setting forth the findings of fact with respect to its decision.
- G. The decision of the majority of the Arbitration Panel shall be final and binding upon all parties to the proceeding. Judgment may be entered upon the award in any court having jurisdiction.
- H. The Arbitration Panel shall have authority to award pre-judgment interest, post-judgment interest, interim relief, pre-hearing security, and summary judgment.
- I. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party all expenses of the umpire and of the arbitration. Unless otherwise required by statute, each party shall be responsible for its own attorneys' fees and costs.

SECTION XV – CONSENT TO JURISDICTION

Subject to the terms and conditions of this Agreement, in the event any suit is commenced to enforce any right hereunder, the non-suing party hereby irrevocably submits to, consents to and waives any objection to the exclusive jurisdiction of the courts of the state of Connecticut, including the United States District Court for the State of Connecticut. In connection with any such action, process may be served within or outside of the State of Connecticut by personal service or by registered mail, return receipt requested, addressed to the address set forth in the Notices Section of this Agreement or such other address as the non-suing party may hereafter designate in writing. The parties agree and consent that the exclusive venue (subject to the applicable rules of the courts concerning the assignment or transfer of cases) for any such action shall lie in the County of Hartford in the State of Connecticut.

SECTION XVI - CHOICE OF LAW

This Agreement shall be governed by the internal laws of the State of Connecticut, without regard to Connecticut's rules regarding conflict of laws. This choice of law provision applies to this Agreement and not to coverage disputes which may arise in connection with claims or suits brought against Claims as defined in this Agreement.

SECTION XVII - ENTIRE AGREEMENT

This Agreement, including the Cover Page, its exhibits and any agreement(s) incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, negotiations and undertaking are superseded hereby.

SECTION XVIII - AMENDMENTS

This Agreement may be amended by the parties at any time so long as each amendment is in writing and signed by authorized officers of both parties.

SECTION XIX - NOTICES

All notices, demands or other communications hereunder (excluding Claim notices) shall be in writing and shall be deemed to have been duly given when sent if delivered by (i) overnight mail via a commercial courier who will provide evidence of delivery or (ii) electronic mail to the other party at the address(es) set forth below:

(a) If to Client:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
Attn: Colleen Sole, 319-243-2712
E-Mail Address: Colleen.Sole@cedarfalls.com

(b) If to Travelers:

The Travelers Indemnity Company
Public Sector Services
385 Washington Street
St. Paul, MN 55102
Attention: Amy Schmidt, Chief Underwriting Officer
E-Mail Address: ASCHMID2@travelers.com

SECTION XX - COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Client and Travelers have caused this Agreement to be executed by their respective officers duly authorized.

City of Cedar Falls
("Client")

The Travelers Indemnity Company
("Travelers")

By: _____

By: *James M. Petrone*

Print Name: Rob Green

Print Name: James M. Petrone

Title: Mayor

Title: Loss Sensitive Segment Lead

Date: _____

Date: 6/13/2022

**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

MEMORANDUM

To: Mayor and City Council
From: Craig Berte, Acting Public Safety Director *CB*
Date: June 14, 2022
Re: FY23 Towing Contract

The Public Safety Department has completed the bidding process for the FY23 towing contract. Two towing companies, L&M Transmission and Rasmussen Towing, Inc. both bid an identical amount of \$100.00 for City paid tows. Tows requested by the City that are paid for by the vehicle owner for illegal parking, accidents or other tows are capped at \$100.00 per tow to ensure a fair pricing structure for the citizen. There are also requirements and restrictions for storage fees and response times associated with towing. We have worked out a shared tow plan with dispatch for alternatively calling the tow companies. Copies of the contracts are attached for your approval.

AGREEMENT FOR WRECKER/TOWING/STORAGE SERVICE

This Agreement is made and entered into this 17th day of May, 2022, by and between **L&M Transmission** a business hereinafter referred to as "Towing Company", and the City of Cedar Falls, Iowa, hereinafter referred to as "City".

In consideration of the mutual covenants hereinafter contained, Towing Company and City agree as follows:

1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Department to tow vehicles. City will contact Towing Company, and one other towing company, through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case, City may utilize multiple towing companies for wrecker service calls. Wrecker service calls from private persons, even when such calls are made through the Police Department of City, are not included in this Agreement.
 - a. Examples of wrecker service that would be requested by the Cedar Falls Police Department and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Department and vehicles towed on short notice at fire and crime scenes.
 - b. Examples of wrecker service that may occur and would not be covered by the terms of this Agreement include: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Department will contact Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the Towing Company and the vehicle owner.
 - c. Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement applicable for each wrecker service call made on behalf of the DOT.

2. Towing Company will be entitled to charge the City the single rate sum of **(\$100.00)** for each wrecker service call identified in Section 1-a above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.
 - a. In accordance with Cedar Falls Ordinance §23-359(c), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges, not to exceed **\$100.00**, and for storage, not to exceed **\$25.00** perday, for the following service calls: abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
 - b. For service calls identified in Section 2-a, the contracted fee rate identified in Section 2 shall only be applicable if the City is ultimately required to pay the towing bill due to abandonment of the vehicle by vehicle owner.
3. The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Department of City.
4. The single rate amount of **(\$100.00)**, as provided in Section 2, shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single rate amount plus a per mile sum of **(\$5.00)** per mile. The per mile sum may be charged only for the distance between the destination outside the city limits and the city limits point nearest that destination. No per mile fee may be charged at anytime for any travel within the City. The per mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.
5. Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1-b and Section 2-a above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.

6. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for "after hours" service calls. The fee for wrecker service shall be the sum of **(\$100.00)**, whether said service is performed by Towing Company or a substitute.
7. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Department of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles to the City on the last day of each month. Towing Company shall receive One Dollar (\$1.00) per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1-b above are the responsibility of the vehicle owner(s).
8. When Towing Company is requested by City to tow an abandoned or impounded vehicle but no vehicle is actually towed, Towing Company may charge City the wrecker service sum of **(\$100.00)** for the call. However, to be eligible for the wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.
9. Towing Company shall obtain and maintain insurance throughout the contract, which meets the requirements of Attachment #1 which is attached hereto and by this reference incorporated herein, and which is hereby made a provision of this Section 9 as though fully set out word for word herein, except for Item 8, Errors and Omissions, and Item 11, Performance and Payment Bonds, which shall have no application herein.
10. Towing Company shall obtain and maintain a DOT-required Iowa Motor Carrier Permit.
11. Either Towing Company or City may cancel this Agreement by giving the other a thirty (30) day written notice in advance of the date of cancellation, and said notice shall be deemed given when deposited in the United States mail.

This agreement will continue in effect beginning July 1, 2022, through June 30, 2023.

Dated this ____ day of _____, 2022.

APPROVED: City of Cedar Falls, Iowa

Mayor

City Clerk

Date

TOWING COMPANY

BY: L&M Transmission



President

5/23/22

Date

AGREEMENT FOR WRECKER/TOWING/STORAGE SERVICE

This Agreement is made and entered into this 17th day of May, 2022, by and between **The Rasmusson Company**, a business hereinafter referred to as "Towing Company", and the City of Cedar Falls, Iowa, hereinafter referred to as "City".

In consideration of the mutual covenants hereinafter contained, Towing Company and City agree as follows:

1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Department to tow vehicles. City will contact Towing Company, and one other towing company, through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case, City may utilize multiple towing companies for wrecker service calls. Wrecker service calls from private persons, even when such calls are made through the Police Department of City, are not included in this Agreement.
 - a. Examples of wrecker service that would be requested by the Cedar Falls Police Department and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Department and vehicles towed on short notice at fire and crime scenes.
 - b. Examples of wrecker service that may occur and would not be covered by the terms of this Agreement include: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Department will contact Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the Towing Company and the vehicle owner.
 - c. Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement applicable for each wrecker service call made on behalf of the DOT.

2. Towing Company will be entitled to charge the City the single rate sum of **(\$100.00)** Section 1-a above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No

additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.

- a. In accordance with Cedar Falls Ordinance §23-359(c), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges, not to exceed \$100.00, and for storage, not to exceed \$25.00 perday, forthe following service calls: abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
- b. For service calls identified in Section 2-a, the contracted fee rate identified in Section 2 shall only be applicable if the City is ultimately required to pay the towing bill due to abandonment of the vehicle by vehicle owner.
3. The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Department of City.
4. The single rate amount of (\$100.00), as provided in Section 2, shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single rate amount plus a per mile sum of sum of (\$5.00) per mile. The per mile sum may be charged only for distance between the destination outside the city limits and the city limits point nearest that destination. No per mile fee may be charged at anytime for any travel within the City. The per mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.
5. Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1-b and Section 2-a above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.
6. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for "after hours" service calls. The fee for wrecker service shall be the sum of (\$100.00), whether said service is performed by Towing Company or a substitute.

7. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Department of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles to the City on the last day of each month. Towing Company shall receive One Dollar (\$1.00) per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1-b above are the responsibility of the vehicle owner(s).
8. When Towing Company is requested by City to tow an abandoned or impounded vehicle but no vehicle is actually towed, Towing Company may charge City the wrecker service sum of **(\$100.00)** for the call. However, to be eligible for the wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.
9. Towing Company shall obtain and maintain insurance throughout the contract, which meets the requirements of Attachment #1 which is attached hereto and by this reference incorporated herein, and which is hereby made a provision of this Section 9 as though fully set out word for word herein, except for Item 8, Errors and Omissions, and Item 11, Performance and Payment Bonds, which shall have no application herein.
10. Towing Company shall obtain and maintain a DOT-required Iowa Motor Carrier Permit.
11. Either Towing Company or City may cancel this Agreement by giving the other a thirty (30) day written notice in advance of the date of cancellation, and said notice shall be deemed given when deposited in the United States mail.

This agreement will continue in effect beginning July 1, 2022, through June 30, 2023.

Dated this _____ day of _____, 2022.

APPROVED: City of Cedar Falls, Iowa

4

Mayor

City Clerk

Date

TOWING COMPANY

BY: The Rasmusson Company

Don Rasmusson

President

5.25.22

Date

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM

TO: The Honorable Mayor Green and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: June 10, 2022
SUBJECT: Red House Studios (224 West Seerley Boulevard)

Please find attached two lease agreement extensions for use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program. The extensions provide for continued use of the studios per the original lease agreements, with a new lease expiration date of June 30, 2023.

The Red House Studio has space for four artists. One open studio will be leased to another local artist to be determined in the next month. A UNI Alumni artist will be selected by the Art & Culture Board to fill the fourth studio space in the next month. Agreements for these two spaces will be presented to council for approval at a future meeting.

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

CC: Stephanie Sheetz, Director of Community Development

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the _____ day of _____, 20____, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and _____ Noah Doely _____ ("Lessee"), whose address for purposes of this Lease Agreement is _____ 122 Main Street, Apt. 1 Cedar Falls, IA 50613 _____

- 1. Lessor and Lessee entered into that certain Lease Agreement dated June 4, 2021, a copy of which is attached as Exhibit "A" . The term of the Lease Agreement is July 1, 2022, until June 30, 2023.
- 2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2023, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
- 3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:



NOAH DOELY

6/10/22
DATE

CITY OF CEDAR FALLS, IOWA

BY _____
ROBERT M. GREEN, MAYOR

DATE

ATTEST:

BY _____
JACQUELINE DANIELSEN, CITY CLERK

DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 4 day of June, 2021 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Doely ("Lessee"), whose address for purposes of this Lease Agreement is _____

1. Lessor and Lessee entered into that certain Lease Agreement dated June 4, 2021 extension of 9-10-21, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is July 1, 2021, until June 30, 2022.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2022, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:



NOAH DOELY

6/4/21
DATE

CITY OF CEDAR FALLS, IOWA

BY 

SIMON HARDING, MAYOR PRO TEM

6/21/21
DATE

ATTEST:

BY 

JACQUELINE DANIELSON, CITY CLERK

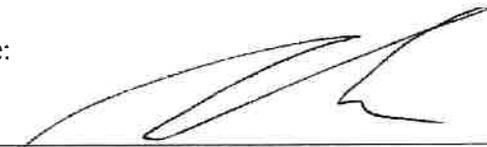
6/21/2021
DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 10 day of November, 20²⁰, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Nash Doely ("Lessee"), whose address for purposes of this Lease Agreement is 122 Main St. Apt 1 Cedar Falls IA 50613

1. Lessor and Lessee entered into that certain Lease Agreement dated 10/17/20 ^{07/20/20}, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is January 1, 2020, until December 31, 2020.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2021, for the same rental amount, ie, \$145.00 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:



INSERT TEXT

10/11/20
DATE

CITY OF CEDAR FALLS, IOWA

BY 
_____ ROBERT M. GREEN, MAYOR

11/16/2020
DATE

ATTEST:

BY 
_____ JACQUELINE DANIELSON, CITY CLERK

11/16/2020
DATE

Exhibit "A"

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 1st day of February, 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Doery ("Lessee"), whose address for purposes of this Lease Agreement is

122 Main St Apt 1 Cedar Falls, IA 50613

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

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

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
- a. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. NO RESIDENTIAL USE: Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

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

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

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

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

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

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

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

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

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

Lessee:

[Signature]
INSERT TEXT

1/11/20
DATE

CITY OF CEDAR FALLS, IOWA

BY [Signature]
INSERT TEXT Robert M. Green, Mayor

1/20/2020
DATE

ATTEST

BY [Signature]
INSERT TEXT Jacqueline Danielson, City Clerk

1/20/2020
DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

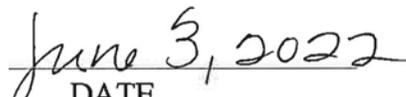
This Lease Extension is entered into on the _____ day of _____, 20__, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and _____ Angela Waseskuk ("Lessee"), whose address for purposes of this Lease Agreement is _____ 903 Walnut Street, Cedar Falls, IA 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated May 31, 2021, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is July 1, 2022, until June 30, 2023.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2023, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:



ANGELA WASESKUK



DATE

CITY OF CEDAR FALLS, IOWA

BY _____
ROBERT M. GREEN, MAYOR

DATE

ATTEST:

BY _____
JACQUELINE DANIELSEN, CITY CLERK

DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 31 day of May, 2021, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut Street Cedar Falls, IA 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated extension of 9-8-20 a copy of which is attached as Exhibit "A". The term of the Lease Agreement is July 1, 2021, until June 30, 2022.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2022, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Angela Waseskuk
ANEGLA WASESKUK

May 31, 2021
DATE

CITY OF CEDAR FALLS, IOWA

BY [Signature]
SIMON HARDING, MAYOR PRO TEM

June 21, 2021
DATE

ATTEST:

BY [Signature]
JACQUELINE DANIELSEN, CITY CLERK

6/21/2021
DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 8 day of Nov., 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut St. Cedar Falls, IA, 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated 9/11/20, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is January 1, 2020, until December 31, 2020.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2021, for the same rental amount, ie, \$145.00 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Angela Waseskuk
INSERT TEXT

NOV 8, 2020
DATE

CITY OF CEDAR FALLS, IOWA

BY Robert M. Green
ROBERT M. GREEN, MAYOR

11/14/2020
DATE

ATTEST:

BY Jacqueline Danielson
JACQUELINE DANIELSON, CITY CLERK

11/14/2020
DATE

Exhibit "A"

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 11th day of January, 2020 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskiuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut St. Cedar Falls, IA 50613.

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

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

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.

3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:

- a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
- b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

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

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

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

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

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

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

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

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

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

Lessee:

Angela Waseskuk
INSERT TEXT

Jan 11, 2020
DATE

CITY OF CEDAR FALLS, IOWA

BY 
INSERT TEXT Robert M. Green, Mayor

1/20/2020
DATE

ATTEST.

BY 
INSERT TEXT Saqueline Danielsen, City Clerk

1/20/2020
DATE

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

MEMORANDUM

TO: Mayor Rob Green and City Council
FROM: Mike Soppe, Recreation and Community Programs Manager
DATE: June 13, 2022
SUBJECT: Cooperative Agreement – Use of Cedar Falls School Pools

Since the middle school pools were constructed, the City and the School District have entered into a cooperative use agreement and sharing of maintenance costs for the facilities. Attached is an updated agreement between the Cedar Falls Schools and the City of Cedar Falls for July 1, 2022 to June 30, 2024 for the indoor pool facilities at Peet and Holmes Junior High Schools. This agreement allows Cedar Falls Recreation & Community Programs division to program and provide public access to the pools to maximize use and eliminate duplication of services and facilities.

Changes in the agreement only included new dates that the agreement will cover.

The swimming pools' mutual use at Peet and Holmes Junior High has been an excellent cooperative arrangement. The Department of Community Development recommends that City Council approve the attached agreement to continue our partnership with Cedar Falls Schools. The Cedar Falls School Board has already reviewed and approved the agreement.

Let me know if you have any questions or comments.

COOPERATIVE AGREEMENT FOR USE OF SWIMMING POOLS

This agreement made at Cedar Falls, Iowa the ____ day of _____, 2022 between the City of Cedar Falls, Black Hawk County, Iowa. (hereinafter referred to and called the City) and the Cedar Falls Community School District, in the County of Black Hawk, State of Iowa, (hereinafter referred to and called the School District) to-wit:

WHEREAS, Section 297.22(2)(a) of the 2019 Code of Iowa provides the board of directors of a school district may sell, lease, exchange, give, or grant and accept any interest in real property to, with or from a county, municipal corporation, school district, township, or area education agency if the real property is within the jurisdiction of both the grantor and the grantee.

NOW, THEREFORE, it is agreed by and between the parties hereto in consideration of the mutual promises hereinafter set forth as follows:

The School District agrees to furnish and let unto the City the school premises commonly known as the swimming pools, which are attached to Peet Junior High located at 525 East Seerley Boulevard and to Holmes Junior High located at 505 Holmes Drive, Cedar Falls. Iowa.

The term of this agreement shall be from July 1, 2022 to June 30, 2024.

COVENANTS OF THE CITY

1. The City does hereby covenant and agree with the School District that it will:
 - a. Not use or occupy said premises for any unlawful purpose;
 - b. Permit the School District to enter upon said premises at all reasonable times to examine the conditions of the same;
 - c. Leave the premises in as good a condition as received or in which they may be put by the School District, excepting reasonable wear and tear and damage arising from the negligence or fault of the School District, or its agents or employees, or from any of the causes set forth in paragraph 3-A;
 - d. Be responsible for general cleaning on the weekends when the City is using the pool(s);
 - e. Furnish the School District an Insurance certificate which will be acceptable to the School District's Insurance carrier;
 - f. Pay their shared cost of the annual operating costs during the fiscal year July 1 to June 30;
 - g. Payment shall be made in two installments at six-month intervals;
 - h. Pay the School District 45% of the annual operating costs of the pools. Payment will be based on determined actual costs that accrue between June 1 and May 31;
 - i. Schedule all non-school sponsored use of the pools. Exception: Use of the pools by the University of Northern Iowa and any other school will be scheduled through the School District. State Athletic Association meets will be considered School co-sponsored and scheduled by the School District;
 - j. Pay the School for custodial cleaning time needed beyond the normally scheduled work day. The City will be billed at the lead person's overtime rate. This expense is in addition to paragraph 1-G costs and will be billed according to actual overtime labor expense; and
 - k. Enforce all applicable Board of Education rules and policies.

COVENANTS OF THE SCHOOL DISTRICT

2. And the School District on its part covenants and agrees with the City that it will:
 - a. Indemnify and save the City harmless and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, and any tortuous or negligent act on the part of the School District, its agents, or employees. The School District will furnish the City a certificate of insurance covering these requirements;
 - b. Perform all maintenance and custodial work except as noted in paragraph 1-d;
 - c. Permit the Recreation and Community Programs Department to use the swimming pools by signing agreements entitled "Permit to Use School Buildings and Grounds for Non-School Activities"; and
 - d. Use the following schedule as guidelines in setting up agreements as listed in paragraph 2-c: The School District reserves the right to refuse to sign agreements which would conflict with school-sponsored activities and the exceptions listed in paragraph 1-h;
 - i. Holmes pool-Before 7:30a.m.and after 6:00p.m.during the school year;
 - ii. Peet pool-Before 7:30 a.m. and after 6:00 p.m. during the school year;
 - iii. Saturdays and Sundays except when needed by the School;
 - iv. During the summer except for Holmes pool which the School would need from Monday of the first full week in August until school starts. The School would need the pool from 6:00 a.m.to 8:30 a.m. and from 3:30 p.m.to 6:00p.m.;
 - v. During Christmas vacation except for three hours daily; and
 - vi. Times to be adjusted as required by mutual agreement between both parties.

MUTUAL COVENANTS

- 3. It is mutually agreed by and between the City and the School District that:
 - a. In the event the premises are substantially destroyed by fire or other casualty, this lease shall terminate. In such cases, the City would pay a prorated share of the expenses described in paragraph 1-f; and
 - b. The Superintendent and the Mayor or their representative shall jointly administer this agreement.

TERMINATION

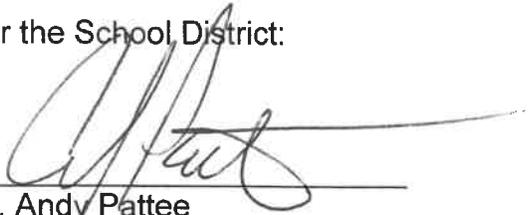
- 1. This agreement may be terminated immediately by the non-breaching party in the event of breach of this agreement, provided that the breaching party is given a minimum of 30 days to cure the breach. This agreement may also be terminated upon 60 days advance notice by either party. In the event of termination other than for the School District's breach, the City shall pay a prorated share of the expenses described in paragraph 1-g

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year above written.

For the City:

For the School District:

 Robert M. Green
 Mayor



 Dr. Andy Pattee
 Superintendent

 City Clerk

 Secretary



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 8, 2022
SUBJECT: Funding Agreement with College Hill Partnership

Attached is the agreement with College Hill Partnership (CHP). The agreement sets forth the requirements that must be met by CHP in order to receive \$4,500 of economic development funds for FY23.

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

FY23 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this _____ day of _____, 2022, by and between the College Hill Partnership, (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, CHP is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CHP has proposed to the City its plan to continue to revitalize and enhance the economic environment in the College Hill District, whereby CHP will use City funds for improving the optics and environment surrounding the hill, in order to benefit the City of Cedar Falls through the revitalization and promotion of the College Hill area; and

WHEREAS, CHP's project is explained in CHP's application filed with the City; and

WHEREAS, through the adoption of the FY23 Budget the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of CHP and the City; and

WHEREAS, CHP and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CHP affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CHP shall provide proof of tax exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CHP has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, CHP shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

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- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CHP by the City, the CHP shall utilize the funds to continue its mission to revitalize and enhance the economic environment in the College Hill District, by using the funds to continue the beautification and aesthetic caretaking of the College Hill District (hereinafter the "Project").

Additionally, the intended outcome of the Project is direct new job creation and investment on College Hill. Documented results of actual job creation and new investment or reinvestment on College Hill will be a priority of CHP. Focus of the CHP should include the ongoing implementation of the College Hill Self Supported Municipal Improvement District (SSMID), along with the aggressive marketing and utilization of the recently established College Hill Urban Renewal and College Hill Urban Revitalization programs. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to implement the Project to aid in revitalization efforts of the College Hill District in Cedar Falls.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$4,500 in order to support implementation of the Project. This funding is to be used to continue the aesthetic caretaking position, and to continue efforts in cleanliness, aesthetics, and general upkeep of the College Hill District.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement from the economic development grant shall be submitted by CHP to the City on a biannual basis, specifically October 15, 2022 and April 15, 2023. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 8. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** The CHP agrees to provide the City with a written summary documenting the results of the Project within thirty (30) days of receipt of all Funds

provided in Paragraph 5 above. Such report shall include, without limitation, documented receipts, and results in numerical and/or narrative form for the following activities: economic development promotion, membership development, and progress on filling store fronts, fundraising strategies for ongoing operations, SSMID implementation, generation of new TIF

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increment and taxable valuation, specific economic development projects taking place in FY23, and resolution of code enforcement issues.

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2023.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** The CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors,

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employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2021), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2021).

14. **Legal Expenses.** The CHP agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CHP's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2022 through and including June 30, 2023.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

COLLEGE HILL PARTNERSHIP

By: 
Hannah Crisman, President

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 8, 2022
SUBJECT: Funding Agreement with Community Main Street

Attached is the agreement with Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMS in order to receive \$12,000 of economic development funds for FY23.

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

FY2023 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM
OF
CEDAR FALLS COMMUNITY MAIN STREET**

THIS AGREEMENT is entered into as of this 27 day of May, 2022, by and between the Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CMS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CMS has proposed to the City its "Main Street" philosophy, whereby CMS will use City funds to foster economic vitality while preserving and promoting the historic image and character of downtown Cedar Falls in order to benefit the City of Cedar Falls by implementing the regional promotion campaign; and

WHEREAS, the "Main Street" philosophy is explained in CMS's application filed with the City; and

WHEREAS, through the adoption of the FY23 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the CMS and the City; and

WHEREAS, the CMS and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CMS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CMS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council, which is incorporated by reference in the CMS application.

3. **Recipient documentation.** Prior to receiving funding, CMS shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CMS by the City, CMS shall utilize the funds for implementation of the Economic Development Programming aspect outlined in their application and for downtown "cleanliness and general upkeep". Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement. The CMS agrees to pursue new outside funding for the district, create promotions, recruit and support businesses, and carryout the myriad of individual tasks that result in a robust economic developmental effort for the district described in their application (hereinafter the "Project").

CMS will focus its efforts on the creation of new quality jobs, increased tax base and continued new investment within the district, and investment within the district along with related promotional and marketing efforts to increase and maintain the vitality of the district.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$12,000 in order to support implementation of the Economic Programming Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** CMS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CMS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's grant, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CMS employee or against a CMS employee by others will be borne by the CMS.

8. **Request for Payment.** All requests for payment or reimbursement from the economic development grant shall be submitted by CMS to the City on a biannual basis, specifically October 30, 2022 and April 30, 2023. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 9. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the results of the Project on a biannual basis, specifically no later than October 13, 2022 and April 12, 2023. Such report shall include without limitation, details of the following activities:

- a. Design and historic preservation

- b. Business development and retention
- c. Promotion and marketing
- d. Member development, training and communication
- e. A summary of new investment and job creation/retention figures for the applicable reporting period.
- f. Identify specific economic development projects taking place in FY23.
- g. Streetscape Improvement and Cleanliness project.

10. **Return of Funds.** In the event CMS does not use funds for the intended purpose(s) or in the event CMS does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2023.

11. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CMS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

12. **Recipient Board.** The Recipient Board, the Community Main Street Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

13. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

14. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2021), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2021).

15. **Legal Expenses.** The CMS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CMS's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

17. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from July 1, 2022 through and including June 30, 2023.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.
By: Kim Bear

City of Cedar Falls, Iowa
By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 8, 2022
SUBJECT: Funding Agreement with Grow Cedar Valley

Attached is the agreement with Grow Cedar Valley (GCV). The agreement sets forth the requirements that must be met by GCV in order to receive \$30,000 in base funding for FY23, with the option for incentive payments. The FY23 agreement provides for a maximum incentive of \$32,000.

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

FY23 ECONOMIC DEVELOPMENT GRANT

AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT IN THE CEDAR VALLEY

THIS AGREEMENT is entered into as of this 30 day of May, 2022, by and between the Grow Cedar Valley (hereinafter "GCV"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, GCV is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, GCV has proposed to provide projects to increase the economic vitality and wealth by leading collaborative economic and community development in the Cedar Valley, and whereby GCV will engage in economic development activities to directly benefit the City of Cedar Falls; and

WHEREAS, the proposed activities of GCV that will compliment or expand upon the existing economic development efforts of the City of Cedar Falls are explained in GCV's application filed with the City; and

WHEREAS, through the adoption of the FY23 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of GCV and the City; and

WHEREAS, GCV and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** GCV affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. GCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** GCV has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, GCV shall provide the following documentation to City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to GCV by the City, GCV shall represent and advocate for the interests of business, industry and institutions operating in the City of Cedar Falls. GCV agrees that proposed activities of GCV as outlined in their application will compliment or expand upon the existing economic development efforts of the City of Cedar Falls, and to engage in the following economic development activities (hereinafter the "Project"). Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$62,000 in order to support implementation of the Project, upon Request for Payment as provided in Paragraph 8, and upon receipt of the Accounting required in Paragraph 6, as follows:

- a. A Base Budget amount not to exceed \$30,000, to be paid in two separate payments of \$15,000 on December 31, 2022, and June 30, 2023; and
- b. The \$30,000, outlined above, will be contingent upon the continuation of GCV granting membership status to certain City Divisions for GCV publications to include the Cedar Falls Public Library (Libraries Section), Hearst Center for the Arts (Museums/Art Organizations), Cedar Falls Tourism & Visitor's Bureau (Visitor Information Section), and the Cedar Falls Community Development Department (Economic Development Organizations).
- c. An amount not in excess of \$22,000 in potential Incentive Payments, if earned, as follows:
 - 1) GCV will provide the following information in writing to the City on a semi-annual basis to show all efforts made to promote Cedar Falls, broken down into categories for (a) companies solicited by GCV to locate in Cedar Falls, (b) companies GCV contacted to expand operations in Cedar Falls, and (c) inquiries received by GCV from companies for marketing materials or about available sites or buildings: number of initial calls, contacts, leads, prospects, conferences attended to present marketing about Cedar Falls, databases organized and/or posted on websites for providing relevant information about Cedar Falls, other efforts made to network, form relationships and/or subscribe to services, and material responses to requests for information. Based on the documentation submitted by GCV, the City, at its sole discretion, will evaluate the semi-annual performance of GCV and may provide Semi-Annual Performance Payments up to \$11,000 to GCV, with a total maximum not to exceed to \$22,000.

Semi-Annual Performance Payments are subject to City Council approval.

In addition, items that GCV staff leads and influences including talent development efforts that directly benefit Cedar Falls companies, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan in those areas the GCV is identified can be considered for incentive funding, subject to City Council approval.

Work completed by the GCV on a specific project that does not locate in Cedar Falls, does not proceed, or falls under the support capacity items noted in the prior paragraph, will be documented by GCV and submitted to the City for incentive payment consideration by the City as part of the performance report. Item #5b (4) is not intended to provide funding for projects or programs that are part of Section 4 Description of Project.

- d. An amount not in excess of \$10,000 in potential Incentive Payments, if earned, as follows:
- 1) \$1,000 per acre of new development in the Cedar Falls Industrial & Technology Parks (projects in other areas within Cedar Falls will be evaluated on a case by case basis) provided that each acre must contain 10,000 sq. ft. of building structure on average and/or
 - 2) \$1,000 per \$250,000 of new taxable value added to the Cedar Falls Industrial & Technology Parks (or other areas with Cedar Falls that will be evaluated on a case by case basis) and/or
 - 3) \$1,000 per new Full Time jobs created in the Cedar Falls Industrial & Technology Parks (or other areas within Cedar Falls that will be evaluated on a case by case basis) provided the jobs have an hourly starting wage of at least \$15.37 for FY23.

The incentive payments identified in Paragraph 5-c and 5-d will be provided only if GCV can establish a causal relationship between its activities and the economic development for which it proposes to be paid the incentive payments. The incentive payments, if earned, shall be paid on December 31, 2022, and June 30, 2023.

Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this Paragraph.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** GCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining GCV's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's grant, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a GCV employee or against a GCV employee by others will be borne by GCV.

8. **Request for Payment.** All requests for payment or reimbursement shall be submitted by GCV to the City on a biannual basis, specifically December 31, 2022, and June 30, 2023. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above and upon receipt of the Report on Project Results required in Paragraph 9. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** GCV agrees to provide the City with a written summary documenting the results of the Project on at least a biannual basis, specifically no later than November 1, 2022, and May 1, 2023. Such report shall include without limitation:

- a. Details of external marketing efforts, including, but not limited to: the number of initial calls, contacts, leads, prospects, initial proposals, follow up responses to requests for information, and a status update of ongoing economic development projects in Cedar Falls;
- b. The number of acres of new development in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each acre must contain 10,000 sq. ft. of building structure on average);
- c. The amount of new taxable value added to the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls; and
- d. The number of new Full Time jobs created in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each FTE job must have an hourly starting wage of at least \$15.37 for FY23).
- e. Talent development efforts that directly benefit Cedar Falls companies, coworking space, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan.

10. **Return of Funds.** In the event GCV does not use funds for the intended purpose(s) or in the event GCV does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2023.

11. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and

that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit GCV from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

12. **Recipient Board.** The Recipient Board, Grow Cedar Valley Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement. The Mayor will represent the City of Cedar Falls on the Board.

13. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, telegram, or in person to the authorized official of the other party who executed this agreement.

14. **Liability.** GCV and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2021), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2021).

15. **Legal Expenses.** GCV agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to GCV's performance, or the performance of GCV's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of GCV.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of GCV's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

17. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from July 1, 2022 through and including June 30, 2023.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Grow Cedar Valley

By: 

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 8, 2022
SUBJECT: Façade Improvement Fund Agreement with the Community Main Street

Attached is the agreement with Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMS in order to receive \$6,000 for the implementation of their façade improvement program for FY23.

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

**FY23 FAÇADE IMPROVEMENT FUND AGREEMENT
WITH CEDAR FALLS COMMUNITY MAIN STREET**

THIS AGREEMENT is entered into as of this 27 day of May, 2022, by and between Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the Economic Development Fund Review Committee seeks to encourage economic development in Cedar Falls through offering a portion of this funding to eligible agencies to administer façade improvement programs that target commercial buildings; and

WHEREAS, CMS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, CMS has proposed to the City to foster economic vitality within the Central Business District Overlay through a façade improvement program outlined in their application; and

WHEREAS, the "Main Street" philosophy is explained in CMS's application filed with the City; and

WHEREAS, through the adoption of the FY23 Budget, the City Council of the City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of CMS and the City; and

WHEREAS, CMS and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** CMS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** CMS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council, which is incorporated by reference in the CMS application.

3. **Recipient documentation.** Prior to receiving funding, CMS shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

12. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2021), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2021).

13. **Legal Expenses.** CMS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

14. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CMS's application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

15. **Entire Agreement.** This Agreement, together with the application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

16. **Term of Agreement.** This Agreement covers the period from July 1, 2022 through and including June 30, 2023.



June 13, 2022

Dear Mayor Green and members of the City Council of Cedar Falls,

The College Hill Partnership requests a resolution of support from the Cedar Falls City Council for its “Light Up College Hill” plan and application for Destination Iowa grant funding.

The plan, developed over two years in discussions with city staff to meet safety requirements, calls for two iconic LED-lighted truss entrance arches over College Street identifying “COLLEGE HILL” as an historic location and significant entertainment district for the University of Northern Iowa, Cedar Falls, and the region. (Please see the attached images, developed by Signs & Designs of Cedar Falls.)

In a world of social media, iconic places have even more significance. The arches tentatively would be located on the “top” of the Hill, on College Street south of the intersection at 23rd Street, and at the “bottom” of the Hill, north of the intersection at 22nd Street.

We have three main reasons to request your support.

College Hill – An Essential Neighborhood

The College Hill neighborhood is the home of the University of Northern Iowa. The university has approximately 10,000 students and more than 1,500 faculty and staff, and is the largest employer in Cedar Falls. As then-UNI President Ben Allen said on the founding of the College Hill Partnership 14 years ago, the College Hill neighborhood is the “front porch” of the university.

A healthy and vibrant College Hill neighborhood is essential to UNI attracting new students, faculty, and staff. Moreover, in an increasingly competitive environment for university enrollment, forward progress on the revitalization of the College Hill business and entertainment district is more important than ever.

Supporting the College Hill Business District

College Hill is home to at least 40 businesses, including retail shops, pubs, restaurants, a bakery, coffee shop, bookstore, and farmer’s market.

The College Hill Partnership advocates for increased development of the College Hill business district, with even more attractive and sustainable mix of businesses. Marking this neighborhood as an historic location and significant entertainment district helps to move College Hill in that direction.

Enhancing College Hill as a Tourism Destination

The Cedar Falls Tourism & Visitors Bureau estimates that visitors make more than 850,000 trips to Cedar Falls each year.

The University of Northern Iowa is the reason for most of those visitors. About 500,000 visitors come to the UNI-Dome for all of its events each year, and another 120,000 visitors come annually to the Gallagher-Bluedorn Performing Arts Center. Those visitors to UNI have a combined economic impact of \$20-22 million dollars each year. As the neighborhood business district nearest to those UNI entertainment venues, College Hill would like to upgrade its desirability as a destination for those visitors.

Mayor Rob Green named 2022 “The Year of College Hill.” We would like to continue in that spirit, and respectfully request City Council’s support of the “Light Up College Hill” plan and application for grant funding.

Sincerely,

Hannah Crisman, President

Chris Martin, Vice President

(attachment)

“LIGHT UP COLLEGE HILL” – LIGHTED TRUSS ARCH ENTRANCES



Top of College Hill, on College Street south of the 23rd Street intersection.



Bottom of College Hill, on College Street north of the 22nd Street intersection.

RESOLUTION NO. _____

RESOLUTION IN SUPPORT OF THE COLLEGE HILL PARTNERSHIP’S
“LIGHT UP COLLEGE HILL” PLAN AND APPLICATION FOR A DESTINATION IOWA
GRANT

WHEREAS, the College Hill neighborhood is the home of the University of Northern Iowa, which has approximately 10,000 students and more than 1,500 faculty and staff, and is the largest employer in Cedar Falls; and

WHEREAS, a healthy and vibrant College Hill neighborhood is essential to UNI attracting new students, faculty, and staff; and

WHEREAS, College Hill is home to at least 40 businesses, including retail shops, pubs, restaurants, a bakery, coffee shop, bookstore, and farmer’s market; and

WHEREAS, the Cedar Falls Tourism & Visitors Bureau estimates that visitors make more than 850,000 trips to Cedar Falls each year. The University of Northern Iowa is the reason for many of those visitors. About 500,000 visitors come to the UNI-Dome for all of its events each year, and another 120,000 visitors come annually to the Gallagher-Bluedorn Performing Arts Center. Those visitors to UNI have a combined economic impact of \$20-22 million dollars each year; and

WHEREAS, the College Hill Partnership is engaged in making College Hill a more welcoming, desirable, and iconic destination for visitors; and for the students, faculty, and staff of the University of Northern Iowa; and

WHEREAS, providing iconic, lighted entranceway signage will help create a cohesive identity for the College Hill District; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa,

To support the College Hill Partnership’s “Light Up College Hill” plans, to have two iconic lighted truss entrance arches over College Street identifying “COLLEGE HILL” as a historic location and significant entertainment district for the University of Northern Iowa, Cedar Falls, and the region and to support the College Hill Partnership in its application for funding from the Destination Iowa program of the State of Iowa.

INTRODUCED AND ADOPTED this 20th day of June, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Rose Phillips, Housing Planner II, INRCOG,
 Michelle Pezley, Planner III
DATE: June 10, 2022
SUBJECT: 700 W. Ridgeway Avenue, Lot #435 – CDBG-CV Owner-Occupied
 Repair Contract

Staff is presenting a revised scope of work for the above-mentioned address, which was originally scheduled for consideration at the 5/16 Council meeting but ultimately was not considered at that time. The City requested competitive quotes from qualified contractors and one quote was received. The revised project budget is \$10,877.00, which can be fully funded by the City's remaining CDBG-CV1 (CARES) funds designated for owner-occupied rehabilitation program. The revised scope of work is attached.

According to the attached City policies developed for CDBG-CV1 owner-occupied repair projects, mobile homes may be assisted and up to \$20,000 may be provided. To date, the City has completed the following CDBG-CV1 owner-occupied repair projects:

Project	Cost	Notes
1009 Walnut St.	\$14,760.50	Roof, gutters, fascia
2512 Cedar Heights Dr.	\$13,190.00	Roof, gutters
1119 Lantz Ave.	\$5,465.00	Repair leaking chimney and flue
2508 Union Rd. Lot 50	\$11,226.00	Mobile home. Roof, gutters, skirting, front steps etc.
4410 N. Zircon Ln. Lot 435	\$2,455.00	Mobile home. Duct repair, skirting
700 W. Ridgeway Ave. Lot 855	\$15,660.00	Mobile home. Roof, gutters, skirting, siding repair, insulation, doors, etc.

Staff recommends the approval of the attached contract with Tojo Construction, Inc for improvements on 700 W. Ridgeway Avenue, Lot 435.

Please contact staff with any questions. Thank you.

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

CDBG-CV Owner-Occupied Repair - Scope of Work for Contract
 700 W. Ridgeway Ave, Lot 435
 Cedar Falls, IA 50613

Line Item	Scope of Work	Rehab Manual Section	Cost
ELECTRICAL			
1	Install a combination smoke/carbon monoxide detector.	1900	\$ 80
PLUMBING			
2	Reinstall the toilet in the <u>front</u> bathroom (see Interior #4). Cut out toilet flange and install new in rear bathroom (see Interior #6).	1800	\$ 1,310
3	Replace the waterheater with a 50 gallon electric waterheater.	1800	\$ 1,795
INTERIOR			
4	Repair the subfloor in the <u>front</u> bathroom to remove tripping and mold hazards, match the existing flooring as close as possible.	600 1100	\$ 935
5	Repair the subflooring in the kitchen/dining rooms to remove tripping hazards. Install laminate flooring in the kitchen/dining rooms.	600 1100	\$ 2,286
6	Repair the subflooring in the <u>rear</u> bathroom off the master bedroom to remove tripping and mold hazards. Install laminate flooring in the bathroom.	600 1100	\$ 1,480
7	Remove the damaged/missing paneling around the picture window in the living room. Install vinyl covered hardboard paneling the wall and window jambs.	600 1400	\$ 1,100
EXTERIOR			
8	Install gutters and downspouts on the entire unit. Install leaf guards (Spectra Gutter Cover or equiv.). Install downspout extensions or splash blocks.	2000.2	\$ 1,690
OTHER			
9	City permits.		\$ 201
Total			\$ 10,877

REPAIR CONTRACT

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

WITNESSETH THAT:

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

WHEREAS, the said premises are located in the area designated as Project No. 2-22-690 of the Community Development Block Grant (CDBG) Program and the CDBG CARES Act Program (CDBG-CV); and

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

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

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

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

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

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

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

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

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

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

REPAIR CONTRACT

Project # 2-22-690

5/2/2022

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

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

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

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

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

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

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

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

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

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

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

Section 11. Compensation: The City agrees to compensate the Contractor **\$10,877.00** for the services and the materials to be provided herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or

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

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

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

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

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

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

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

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

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

CONTRACTOR

ACCEPTANCE BY OWNER(S)

Tojo Construction, Inc.

Dennis Schmitz

Contractor Firm Name

Owner(s) Name

PO Box 2662

700 W. Ridgeway Avenue, Lot 435

Contractor's Address

Owner's Address

Waterloo, IA 50704

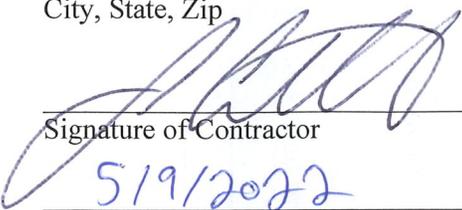
Cedar Falls, IA 50613

City, State, Zip

City, State, Zip

Signature of Contractor

Owner's Signature



Date of Acceptance

Date of Acceptance

5/9/2022

CITY OF CEDAR FALLS, IOWA

By:

Rob Green, Mayor

ATTEST:

By:

Jacqueline Danielsen, CMC, City Clerk

CDBG-CV Owner-Occupied Repair - Scope of Work for Contract
 700 W. Ridgeway Ave, Lot 435
 Cedar Falls, IA 50613

Line Item	Scope of Work	Rehab Manual Section	Cost
ELECTRICAL			
1	Install a combination smoke/carbon monoxide detector.	1900	\$ 80
PLUMBING			
2	Reinstall the toilet in the <u>front</u> bathroom (see Interior #4). Cut out toilet flange and install new in rear bathroom (see Interior #6).	1800	\$ 1,310
3	Replace the waterheater with a 50 gallon electric waterheater.	1800	\$ 1,795
INTERIOR			
4	Repair the subfloor in the <u>front</u> bathroom to remove tripping and mold hazards, match the existing flooring as close as possible.	600 1100	\$ 935
5	Repair the subflooring in the kitchen/dining rooms to remove tripping hazards. Install laminate flooring in the kitchen/dining rooms.	600 1100	\$ 2,286
6	Repair the subflooring in the <u>rear</u> bathroom off the master bedroom to remove tripping and mold hazards. Install laminate flooring in the bathroom.	600 1100	\$ 1,480
7	Remove the damaged/missing paneling around the picture window in the living room. Install vinyl covered hardboard paneling the wall and window jambs.	600 1400	\$ 1,100
EXTERIOR			
8	Install gutters and downspouts on the entire unit. Install leaf guards (Spectra Gutter Cover or equiv.). Install downspout extensions or splash blocks.	2000.2	\$ 1,690
OTHER			
9	City permits.		\$ 201
Total			\$ 10,877

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

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

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

B. Applicable Surfaces:

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

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

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

B. Treatment:

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

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Michelle Pezley, Planner III
 Matthew Tolan, EI, Civil Engineer II

DATE: June 10, 2022

SUBJECT: FP22-003: West Viking Road Industrial Park Phase V Final Plat

REQUEST: Request to approve the Final Plat of West Viking Road Industrial Park Phase V.
 Case #FP22-003

PETITIONER: City of Cedar Falls, property owner
 Eric Cannon and Lindsay Beaman; Snyder & Associates; Engineer

LOCATION: South of West Viking Road and east of South Union Road; west of the existing Viking Industrial Park.

PROPOSAL

The City of Cedar Falls owns a 200-acre site that is south of W. Viking Road, east of Union Road, and with access from Venture Way and Technology Parkway. The City proposes to subdivide 133.29 acres of the 200 acres into 18 lots and five outlots.

BACKGROUND

The subject property was annexed in early 2020. Per the Cedar Falls City Code (Section 26-121), once the land is annexed, the property is automatically zoned A-1 Agricultural. In June 2020, the properties were rezoned from A-1 Agricultural District to M-1-P (Planned Light Industrial).

During each planning phase of the subdivision, City Staff met with the neighbors and listened to their concerns about the need for buffer areas that would provide a visual screen and additional space to help reduce the potential for noise, spillover glare from lights, and other potential externalities typical from an industrial area. The City agreed to establish buffers between the existing residents and the new industrial uses as indicated on the master plan for the development (see attached). As noted below, certain Outlots and stormwater management areas are designed to provide the promised buffer areas and berms. The Deed of Dedication contains language ensuring the long term maintenance responsibilities for these areas along with other standards that will help prevent light pollution onto neighboring residential lots.

ANALYSIS

The petitioner, the City of Cedar Falls, proposes to final plat West Viking Road Industrial Park Phase V, comprised of 133.29 acres of land within the northern part of the subdivision. The plat will extend Venture Way and Technology Parkway and connect the two streets with Innovation Drive. The property is zoned M-1-P (Planned Light Industrial). The M-1-P zoning district permits light industrial and manufacturing uses. Phase V consists of 18 lots and 5 outlots. Four of the five outlots are intended for buffers and/or stormwater basins while Outlot T will be combined with the lot at 6317 Development Drive. The City will oversee the maintenance responsibilities for the stormwater management facilities in the subdivision to ensure proper functioning over time.

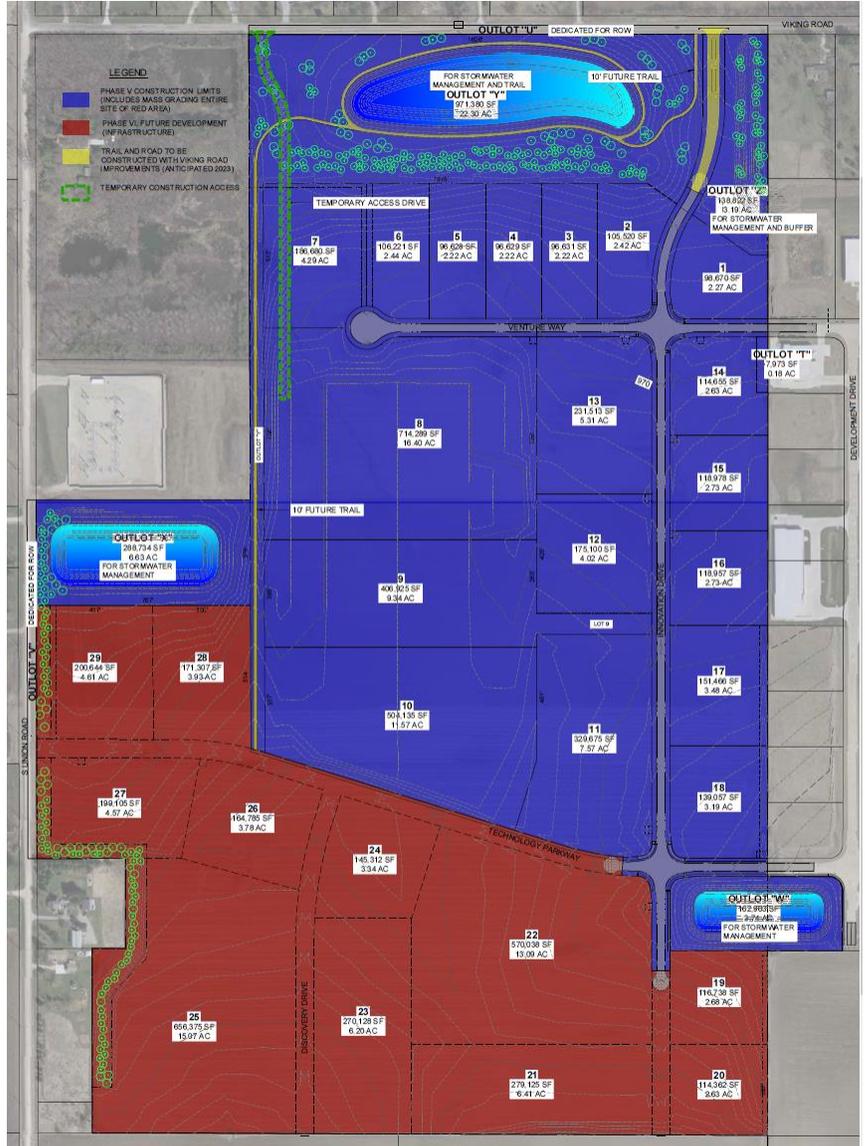
The Capital Improvement Plan anticipates that W. Viking Road will be improved to Union Road in 2023 to bring Viking Road up to City street standards. The northernmost segment of Innovation Drive where it will intersect with the improved W. Viking Road will be part of W. Viking Road improvements. The trail improvements on Outlot Y will also be completed at that time.

The City Code states that the final plat must be in substantial conformance with the preliminary plat. No changes were proposed for the final plat. Therefore, the staff finds that the proposed final plat is conforming to the preliminary plat and associated conditions. The petitioner has met the criteria for the final plat and the associated conditions.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the final plat for the CF W Viking Rd Industrial Park. CFU noted that all water, electric, gas, and communications utility services are available in accordance with the service policies of CFU.

The submitted Deed of Dedication for this final plat is consistent with the previously approved Deeds of Dedication from the previous additions and has addressed all the requirements.



The construction drawings were completed by Snyder & Associates and reviewed by Staff. On January 18, 2022, the City Council approved the proposed plans and specifications for the West Viking Road Industrial Park Phase V project. On February 21, 2022, the City Council approved and accepted the low bid from Peterson Contractors, Inc. for the construction of the public improvements for West Viking Road Industrial Park. The City Council approved the contract and bond of Peterson Contractor, Inc. on March 7, 2022. Peterson Contractors, Inc. is on schedule to install all the utilities and internal road connections within the proposed subdivision that will be dedicated to the public. The installed internal infrastructure is able to serve the platted lots with access to public streets and right-of-way. The installed utilities are available for development for the platted lots. The City Council has approved the use of Tax Increment Financing to fund the project and the project is currently under contract as previously mentioned. Because the project is under a City contract, the City has an assurance that public improvements will be completed unlike with private developments where the developer would secure either a performance bond or cash escrow for the remaining items in the event the City has to finish the project.

City Code requires that sidewalks be installed along all streets within the subdivision. The petitioner has confirmed that sidewalks, built to City standards, will be constructed along the frontage of all lots at the time of lot development, as per City requirements. The City will install the sidewalks along the stormwater and buffer outlots.

The property is located outside of the regulated floodplain.

A courtesy mailing was sent to the neighboring property owners on May 17, 2022.

The City received one public comment: Mr. Hager requested the wording, "If any vegetation on said berm is damaged, destroyed, dies, is harvested or is otherwise removed, the property owner will be responsible for its proper reestablishment and continued maintenance" to be included in the Deed of Dedication under 11(D) of the Restrictions.

RECOMMENDATION

Planning and Zoning Commission recommends approval of FP 22-003; West Viking Road Industrial Park with the following conditions.

- 1) Any comments or direction specified by the Planning & Zoning Commission.
- 2) Conformance to all city staff recommendations and technical requirements.
- 3) Add "If any vegetation on said berm is damaged, destroyed, dies, is harvested or is otherwise removed, the property owner will be responsible for its proper reestablishment and continued maintenance" to be included in the Deed of Dedication under 11(D) of the Restrictions.

PLANNING AND ZONING

Discussion 5/25/22	The first item of business was the final plat for West Viking Road Industrial Park Phase V. Chair Leeper introduced the item and Ms. Pezley provided background information. She explained that the property is located east of Union Road and south of West Viking Road and west of the existing Industrial Park. Community meetings were held during each stage of the planning process for the plat. Ms. Pezley mentioned an email requesting that a provision be added to the Deed of Dedication that any trees that die be replaced and noted that staff has no objection to the request. She discussed the
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consistency between the preliminary and final plats with regard to stormwater, street connections, as well as lots and outlots. Staff recommends approval of the item with any comments or direction specified by the Commission and conformance to all city staff recommendations and technical comments.

Michael Hager, 6830 Viking Road, spoke about the email sent regarding the replacement of trees. He thanked the City for their work and discussed the provision he would like added to the Deed of Dedication.

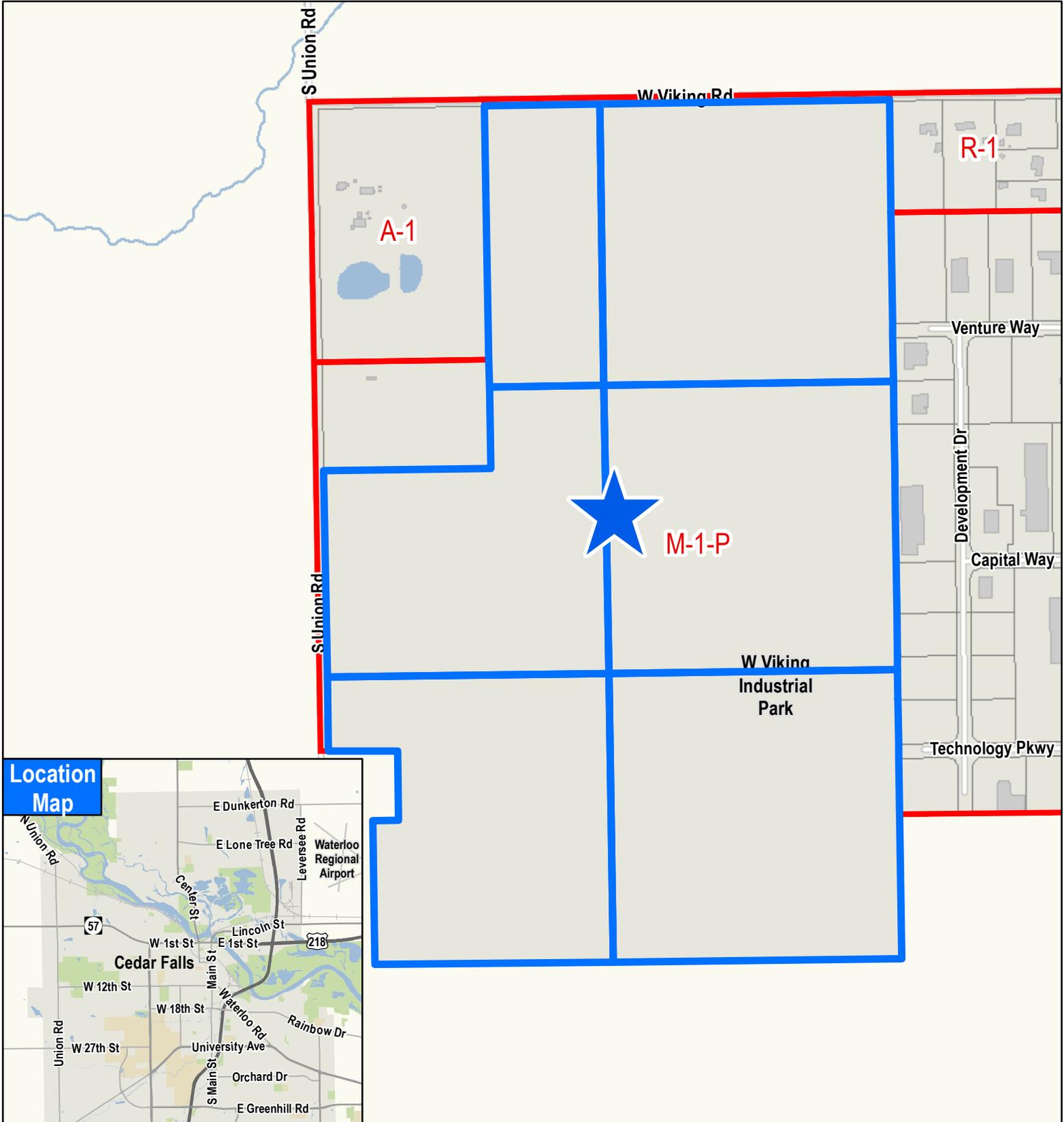
Ms. Moser made a motion to approve the item with the update to the Deed of Dedication. Ms. Crisman seconded the motion. The motion was approved unanimously with 8 ayes (Crisman, Grybovych, Hartley, Larson, Leeper, Lynch, Moser and Saul), and 0 nays.

Attachments:

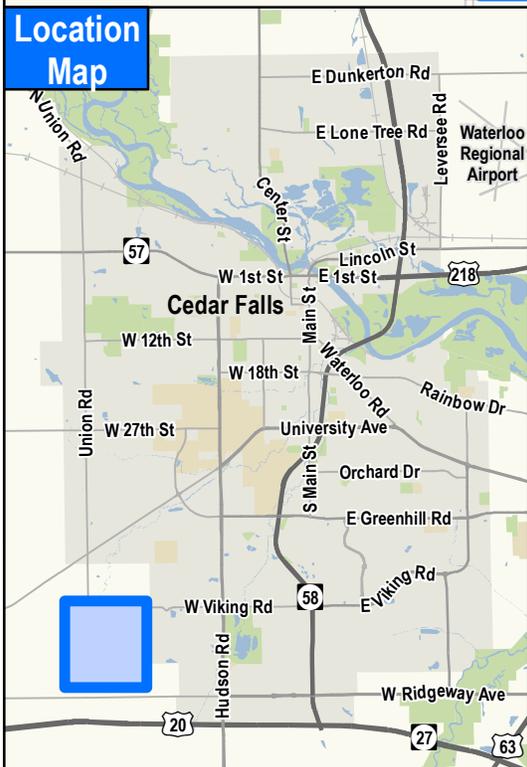
Location Map
West Viking Road Industrial Park Phase V Final Plat
Deed of Dedication
Public Comment from Michael Hager

Cedar Falls Planning and Zoning Commission May 25, 2022

Item 32.



Location Map



**CF W Viking Road Industrial Park
Phase V Preliminary Plat (FP22-003)
S of W Viking Rd, East of S Union Rd**

417

FINAL PLAT

WEST VIKING ROAD INDUSTRIAL PARK PHASE V

CEDAR FALLS, BLACK HAWK COUNTY, IOWA

LEGAL DESCRIPTION

ALL OF LOT 11, WEST VIKING ROAD INDUSTRIAL PARK PHASE IV (FINAL PLAT RECORDED AS FILE NUMBER 2014-00009557 AT THE BLACK HAWK COUNTY RECORDER'S OFFICE) AND PART OF THE WEST HALF OF SECTION 34, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34;

THENCE SOUTH 00° 00' 36" WEST 3048.89 FEET ALONG THE EAST LINE OF SAID WEST HALF TO THE NORTH-WEST CORNER OF SAID LOT 11;

THENCE SOUTH 89° 48' 37" EAST 217.16 FEET ALONG THE NORTH LINE OF SAID LOT 11;

THENCE SOUTHEASTERLY 78.54 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY (CHORD BEARING SOUTH 44° 38' 36" EAST 70.71 FEET) ALONG THE NORTHEAST LINE OF SAID LOT 11;

THENCE SOUTH 00° 11' 26" WEST 216.68 FEET ALONG THE EAST LINE OF SAID LOT 11;

THENCE NORTH 89° 48' 25" WEST 266.32 FEET ALONG THE SOUTH LINE OF SAID LOT 11 TO SAID EAST LINE OF SAID WEST HALF;

THENCE NORTH 90° 00' 00" WEST 349.64 FEET;

THENCE SOUTH 00° 00' 00" WEST 72.90 FEET;

THENCE NORTH 90° 00' 00" WEST 66.00 FEET;

THENCE NORTH 00° 00' 00" EAST 252.66 FEET;

THENCE NORTH 08° 32' 08" WEST 51.18 FEET;

THENCE NORTHWESTERLY 59.31 FEET ALONG THE ARC OF A 42.50 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY (CHORD BEARING NORTH 48° 30' 45" WEST 54.61 FEET);

THENCE WESTERLY 58.79 FEET ALONG THE ARC OF A 1063.00 FOOT RADIUS CURVE CONCAVE NORTHERLY (CHORD BEARING NORTH 86° 54' 21" WEST 58.78 FEET);

THENCE NORTH 04° 40' 43" EAST 66.01 FEET;

THENCE NORTHWESTERLY 219.62 FEET ALONG THE ARC OF A 997.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY (CHORD BEARING NORTH 79° 00' 51" WEST 219.17 FEET);

THENCE NORTH 72° 42' 02" WEST 1112.46 FEET;

THENCE NORTHWESTERLY 58.94 FEET ALONG THE ARC OF A 1063.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY (CHORD BEARING NORTH 74° 17' 20" WEST 58.93 FEET);

THENCE NORTH 00° 10' 38" WEST 513.73 FEET;

THENCE NORTH 90° 00' 00" WEST 800.05 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34;

THENCE NORTH 00° 10' 38" WEST 376.23 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL "A" OF THE NORTHWEST QUARTER (PLAT OF SURVEY RECORDED AS FILE NUMBER 2015-00020750 AT THE BLACK HAWK COUNTY RECORDER'S OFFICE);

THENCE NORTH 89° 58' 53" EAST 800.05 FEET ALONG SAID SOUTH LINE OF PARCEL "A" OF THE NORTHWEST QUARTER TO THE SOUTHEAST CORNER OF SAID PARCEL "A" OF THE NORTHWEST QUARTER;

THENCE NORTH 00° 10' 38" WEST 1700.15 FEET ALONG THE EAST LINE OF SAID PARCEL "A" OF THE NORTHWEST QUARTER AND ALONG THE EAST LINE OF THE NORTH 1200.0 FEET OF THE WEST 800.0 FEET OF SAID NORTHWEST QUARTER TO THE NORTH LINE OF SAID WEST HALF OF SECTION 34;

THENCE NORTH 89° 58' 14" EAST 1860.07 FEET ALONG SAID NORTH LINE OF THE WEST HALF OF SECTION 34 TO THE POINT OF BEGINNING AND CONTAINING 133.29 ACRES (5,806,247 SQUARE FEET) MORE OR LESS.

NOTES

- TRACT "A" (INNOVATION DRIVE, TECHNOLOGY PARKWAY & VENTURE WAY), TRACT "B" (WEST VIKING ROAD) AND TRACT "C" (UNION ROAD) ARE BEING DEDICATED TO THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES.
- FLOOD INFORMATION: PARCEL LIES IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS PER BLACK HAWK COUNTY, IOWA FIRM MAP NUMBER 19013C0278F EFFECTIVE DATE: JULY 18, 2011.
- TOTAL FINAL PLAT ACREAGE = 133.29 ACRES.
- THE EAST LINE OF THE WEST HALF OF SEC. 34-T89N-R14W IS ASSUMED TO BEAR SOUTH 0°00'36" WEST.
- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- ERROR OF CLOSURE:
SUBDIVISION BOUNDARY MEETS OR EXCEEDS 1:10,000
EACH INDIVIDUAL LOT OR TRACT MEETS OR EXCEEDS 1:5,000

BULK REGULATIONS

FRONT SETBACK = 25'

DATE OF SURVEY

1/30/2020

OWNER/SUBDIVIDER

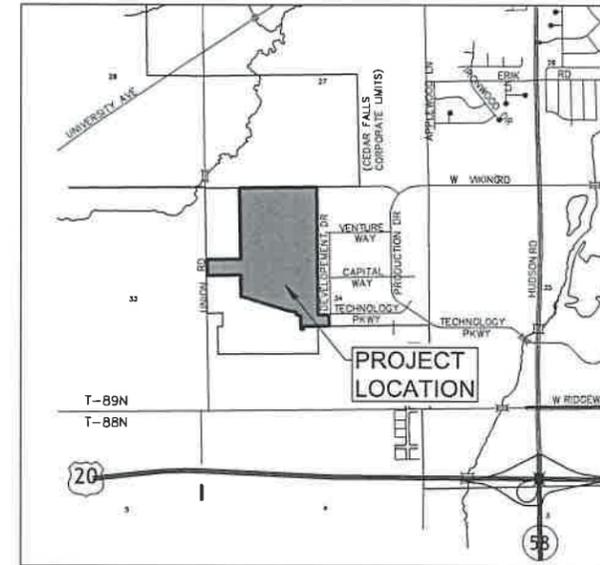
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50643

LEGEND

FEATURES	FOUND	SET
1/2" Rebar, Cap #22020	●	○
w/ Yellow Plastic Cap		
(Unless Otherwise Noted)		
Platted Distance	P	
Measured Bearing & Distance	M	
Public Utility Easement	P.U.E.	
Right-of-Way	R.O.W.	
Easement Line	---	
1/4" Section Line	---	

FOUND MONUMENT LEGEND

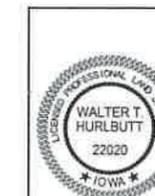
- FOUND 1/2" IRON ROD WITH YELLOW CAP #8505
- FOUND 1/2" IRON ROD WITH YELLOW CAP #12086
- FOUND 1/2" IRON ROD WITH YELLOW CAP #22634
- FOUND 1/2" IRON ROD WITH ORANGE CAP #6505



LOCATION MAP
N.T.S.

CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	90°00'03"	50.00'	78.54'	50.00'	S44°48'36"E 70.71'
C2	79°57'18"	42.50'	59.31'	35.63'	N48°30'45"W 54.61'
C3	3°10'07"	1063.00'	58.79'	29.40'	N86°54'21"W 58.78'
C4	12°37'15"	997.00'	219.62'	110.25'	N79°00'51"W 219.17'
C5	3°10'36"	1063.00'	58.94'	29.48'	N74°17'20"W 58.93'
C6	4°40'50"	1030.00'	84.14'	42.09'	S87°39'42"E 84.12'
C7	32°35'08"	530.00'	301.42'	154.91'	N16°17'34"E 297.38'
C8	32°35'08"	670.81'	381.51'	196.07'	N16°17'34"E 376.39'
C9	81°27'54"	42.50'	60.43'	36.60'	N49°16'03"W 55.46'
C10	32°34'41"	497.11'	282.66'	145.26'	N16°17'35"E 278.86'
C11	32°38'54"	744.65'	424.32'	218.09'	N16°20'33"E 416.60'
C12	32°31'13"	596.71'	338.68'	174.04'	S16°13'51"W 334.16'
C13	32°34'42"	563.12'	320.19'	164.55'	S16°17'34"W 315.89'
C14	81°27'54"	42.50'	60.43'	36.60'	S40°43'57"W 55.46'
C15	41°46'46"	07.60'	71.10'	37.21'	N89°06'37"W 69.53'
C16	41°46'46"	77.50'	56.51'	29.58'	N89°06'37"W 55.27'
C17	90°10'38"	77.50'	121.98'	77.74'	S44°54'41"W 109.77'
C18	131°36'08"	77.50'	178.01'	172.45'	S65°58'42"E 141.38'
C19	41°46'46"	97.50'	71.10'	37.21'	N69°06'37"E 69.53'
C20	81°27'54"	42.50'	60.43'	36.60'	S49°16'03"E 55.46'
C21	84°04'24"	42.50'	62.36'	38.32'	S42°02'12"W 56.92'
C22	0°45'11"	997.00'	13.11'	6.55'	N85°42'05"W 13.11'
C23	12°37'15"	997.00'	219.62'	110.25'	N79°00'51"W 219.17'
C24	0°22'37"	1063.00'	6.99'	3.50'	N72°53'20"W 6.99'
C25	2°47'59"	1063.00'	51.94'	25.98'	N74°28'39"W 51.94'
C26	81°27'54"	42.50'	60.43'	36.60'	N40°43'57"E 55.46'
C27	81°27'54"	42.50'	60.43'	36.60'	N49°16'03"W 55.46'
C28	81°27'54"	42.50'	60.43'	36.60'	N40°43'57"E 55.46'

LINE TABLE		
LINE #	BEARING	DIST. (FT)
L1	N89°28'36"E	53.46'
L2	N00°00'00"W	136.56'



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

Walter T. Hurlbutt 5/31/22
Walter T. Hurlbutt, PLS Date
License Number 22020
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
Sheets 1, 2 and 3 of 3



WEST VIKING ROAD INDUSTRIAL PARK PHASE V

PART OF THE W 1/2 OF SEC. 34-T89N-R14W AND LOT 11, WEST VIKING ROAD INDUSTRIAL PARK PHASE IV

CEDAR FALLS, BLACK HAWK COUNTY, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IOWA 52404
319-362-9394 | www.snyder-associates.com

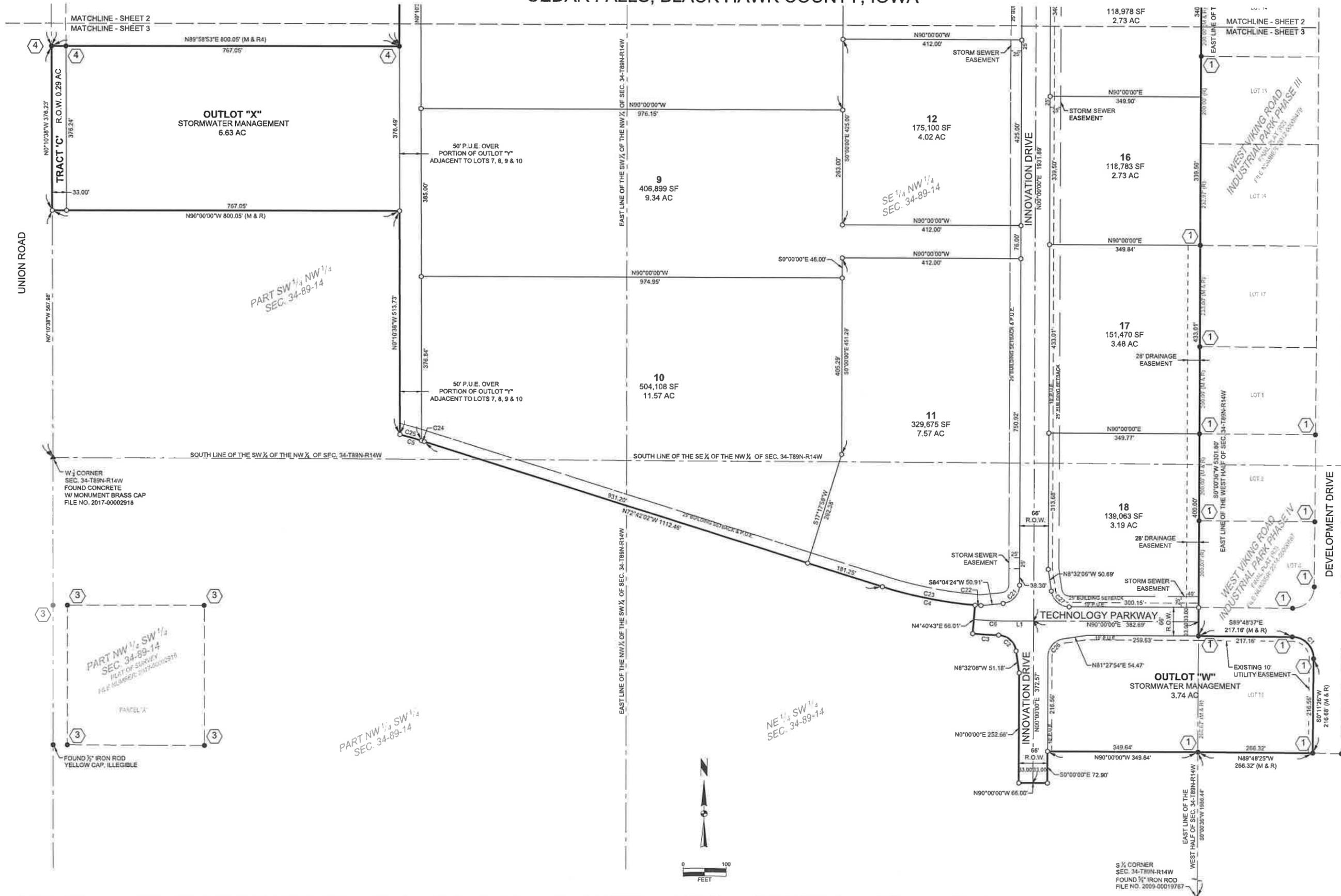
REVISION	DATE	BY
2	04-15-23	NTH
1	04-05-22	JS

Checked By: TWJ
Date: 03-24-2022
Scale: 1" = 1" = 100'
Technician: WTH
Project No: 118.1174.08B
Sheet 1 of 3

FINAL PLAT

WEST VIKING ROAD INDUSTRIAL PARK PHASE V

CEDAR FALLS, BLACK HAWK COUNTY, IOWA



1	REVISED AS PER CITY COMMENTS	04-15-23	WTH
2	REVISED AS PER CITY COMMENTS	04-05-23	JS
MARK	REVISION	DATE	BY
1	Engineer: JS	Checked By: TWJ	Scale: 1" = 1' = 100'
Technician: WTH	Date: 03-24-2022	T-R-S: 89N-14	Project No: 118.1174.08B
			Sheet 3 of 3

WEST VIKING ROAD INDUSTRIAL PARK PHASE V

PART OF THE W 1/2 OF SEC. 34-T89N-R14W AND LOT 11, WEST VIKING ROAD INDUSTRIAL PARK PHASE IV

CEDAR FALLS, BLACK HAWK COUNTY, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IOWA 52404
316-362-9394 | www.anyder-associates.com



SNYDER & ASSOCIATES

Project No: 118.1174.0

Sheet 3 OF 3

Prepared by/Return to: Walter T. Hurlbutt, PLS Snyder & Associates, Inc., 5005 Bowling St, SW Suite A, Cedar Rapids, IA 52404 (319) 362-9394

SURVEYOR'S CERTIFICATE

I hereby certify that the attached Final Plat is a true and correct subdivision plat of WEST VIKING ROAD INDUSTRIAL PARK PHASE V.

I, Walter T. Hurlbutt, duly licensed under the laws of the State of Iowa, do hereby certify that the above described and attached Final Plat is correct and in accordance with a Survey completed by me in the month of January 2020 at the direction of the City of Cedar Falls, Iowa.

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



Walter T. Hurlbutt

Walter T. Hurlbutt
Iowa License No. 22020
Renewal Date is 12/31/2023

5/31/22

Date

OWNER’S STATEMENT AND DEED OF DEDICATION
OF
WEST VIKING ROAD INDUSTRIAL PARK PHASE V
CITY OF CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the City of Cedar Falls, Iowa (hereinafter, “Owner”), being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by _____, a Professional Engineer and Licensed Land Surveyor, dated _____ day of _____, 2022, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

WEST VIKING ROAD INDUSTRIAL PARK PHASE V
CITY OF CEDAR FALLS, IOWA

(hereinafter, “Development”) all of which is with the free consent and the desire of the Owner and the Owner does hereby designate and set apart for public use the street(s) as shown upon the attached plat.

EASEMENTS

The Owner does hereby retain for itself, its successors and assigns, and hereby grants to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of said services over, across, on and/or under the property as shown on the attached plat.

NEGATIVE EASEMENT

A perpetual easement is granted for the establishment of a 50-75 foot wide berm and/or landscaping easement between Lots 25, 27, 29, and the residential uses located immediately to the west and south of said Lots, as a landscaped buffer between this industrial lot and the adjacent residential property. This easement area shall not be utilized for any other purpose than open landscape area, with necessary landscaping and maintenance by the property owner.

RESTRICTIONS

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

1. All lots described herein shall be known, described and used solely as industrial lots as set forth in the “M-1- P” Planned Light Industrial District of the Zoning Ordinance of the City of Cedar Falls, Iowa.
2. No building shall be erected on any lot nearer to the front lot line than twenty-five (25’) feet, or nearer than ten (10’) feet to the rear lot line, or nearer than ten (10’) feet to the side lot line.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary or permanent character be permitted.
4. Outlot “Z” shall be used for an earthen berm for the benefit of the residential neighborhood located immediately to the east of said Outlot and for stormwater detention.
5. Outlots “W” and “X” shall be used for stormwater detention.
6. Outlot Y shall be used for stormwater detention and 10-foot trail.
7. No area of a lot shall be established as a gravel parking area. All areas that are intended to be used or are commonly used for on-site parking of vehicles shall be hard surfaced and meet City parking lot requirements and specifications.
8. The titleholders of each lot, vacant or improved, shall keep the lot free of weeds and debris.
9. All primary occupied buildings within said addition shall be of any allowable construction type noted in Code of Ordinances, City of Cedar Falls, Chapter 7, Buildings and Building Regulations and Chapter 9, Fire Prevention and Protection. Furthermore, all building plans shall be signed and sealed by a registered engineer certifying to the fact that such buildings meet all loading requirements of applicable codes.
10. On all primary occupied buildings the minimum gauge metal for sidewalls is 26 gauge and roof panels shall be 24 gauge standing seam type. The exterior finish of all metal buildings shall be guaranteed by the manufacturer for a minimum of five (5) years from the date of completion of the primary occupied building. On all steel and plain faced concrete block primary occupied buildings, a minimum of fifty percent (50%) of the exposed exterior wall area facing the street(s) shall be constructed of a decorative brick, block, stone, glass, or other color/finish that provides a contrast to the rest of the exterior wall material.
11. The use of cargo containers, railroad cars, semi-truck trailers and other similar storage containers are prohibited.
12. All developed properties shall be required to be landscaped. On each lot there shall be provided an open green space area consisting of natural vegetative material equal to twenty-five (25) percent of the total lot area. Said green space area will be unencumbered with any structure, off-street parking, storage areas, or ingress/egress drives. The green space area shall be landscaped and well maintained with grass, trees and shrubbery.

The location and type of all plants, grass, trees, or ground cover to be used in the landscape areas shall be illustrated on a landscape plan, with the size and names of plants, shrubs and trees clearly indicated. The minimum requirements are as follows:

- A. One over-story tree shall be planted for every five thousand (5,000) square feet of the required open green space area on the lot. Up to thirty-five (35) percent of the required over-story trees may be substituted with over-story conifers. The minimum size of over-story trees at the time of planting shall be 1 ½" caliper. The minimum height of conifers at the time of planting shall be 3 feet.
- B. Street plantings shall be required along the street frontage of each lot at the rate of one over-story tree for every 75 feet of street frontage. Trees planted within the public right-of-way must gain prior approval from the City Arborist. All trees must be located so as to avoid utility easements or otherwise must not interfere with utility services.
- C. One ornamental tree or three shrubs shall be planted for every ten thousand (10,000) square feet of the required open green space area on the lot. These plantings shall be planted near the main entrance to the building, and/or along the visitor/employee parking area. The minimum size of ornamental trees shall be 1" caliper, and the minimum size of shrubs shall be 2 gallons.
- D. On Lots 2, 3, 4, 5, 6 and 7, owners of said lots shall also plant, in addition to the requirements specified herein, at least five (5) over-story trees evenly spaced across the rear of the Lot, for the purpose of screening said Lot from the nearby residential properties. If any vegetation is damaged, destroyed, dies, is harvested or is otherwise removed, the property owner will be responsible for its proper reestablishment and continued maintenance.
- E. Parking Lot Landscaping Standards as listed in Sec. 26-220.

13. Roof-mounted appurtenances and mechanical equipment such as air conditioning units, furnaces, generators, fans, blowers or similar utility or building service components are discouraged from being established on the roof of any structure. However, in those cases where such facilities must be established on the rooftop area of the building, a solid screen/architecturally compatible shield shall be established on the roof that obscures said facilities from public view and from any residential use.

14. Lots 2, 3, 4, 5, 6, 7, 25, 27 and 29 within the Development are adjacent to nearby residential uses. For the benefit of all lots within this subdivision, as well as for the owners of the nearby residential uses, the following restrictions shall apply:

- A. Lots 25 and 27 shall incorporate an earthen berm measuring at least 9 feet in height along a portion of the rear of the lot, as shown on the plat, that must be maintained by the owner of the lot in such a manner that the established height of the berm is not reduced in any fashion and that the vegetation on the berm, including grass, trees and bushes, is properly maintained. If any vegetation on said berm is damaged, destroyed, dies, is harvested or is otherwise removed, the property owner will be responsible for its proper reestablishment and continued maintenance. Proper maintenance of the vegetative materials shall include appropriate mowing, weeding, and any other maintenance acts necessary to ensure that the aesthetic condition of the berm easement area is maintained. The owner is also responsible for maintaining the originally established height and structural integrity of the earthen berm structure.
- B. On Lots 25, 27, and 29, a 50-75 foot landscape easement, as shown on the plat, shall be reserved as a landscaped buffer between this industrial lot and the adjacent residential property. This easement area shall not be utilized for any other purpose than open landscape area, with necessary maintenance, and shall not be utilized for any business purposes that are visible to the owners of the nearby residential properties. This easement area cannot be utilized or encumbered with onsite parking, building structures or other above-ground structural features.
- C. On Lots 2-7, no outdoor storage of materials or outdoor work areas shall be allowed behind the building on the rear of the lot. Outdoor seating or patio areas may be established for purposes of employee relaxation or free time; however, not as an active work space.
- D. On-site parking or parking lots on Lots 2-7 shall be permitted within the front and side portion of the lots only. No parking areas or parking lots will be allowed in the rear of or behind the building structure on said Lots. A single driveway can be established to the rear of the building if a driveway is needed for fire access or traffic circulation around the building; however, said driveway is not to be used for parking, docking, or unloading of trucks or other vehicles in the rear of the building. No dock doors or truck access points will be allowed in the rear of the building.
- E. Any trash dumpster/trash disposal areas located on said Lots shall be enclosed with concrete masonry or siding that matches the materials used on the principal structure. Such enclosures shall be located outside of the rear yard portion of the property.
- F. On Lots 2-7, no wall signage or other type of signage shall be established on the rear portion of the building structure or in the rear portion of the lot that will clearly be visible to the abutting residential properties.

15. Site lighting shall be designed to illuminate only the subject lot. All exterior fixtures must be downcast and fully shielded to prevent glare and spillover light onto nearby properties, with particular care taken where properties are adjacent to or visible from residential properties. Floodlights and wall pack fixtures should be avoided to the extent possible, but if used must be aimed no higher than forty-five degrees from vertical and be located and shielded such that the bulb is not directly visible from any residential use.

16. Advertising signs must be necessary in nature (relating only to the use of the premises on which the sign is located). No off-premise sign shall be allowed unless specifically authorized by the City.

Permitted signs shall be limited to the following types:

- A. Wall Signs shall not exceed ten (10) percent of the wall area of any single wall to which the sign is attached. No murals, paintings, or other drawings will be permitted upon the exterior wall of any structure. Such wall signs shall not project more than eighteen (18) inches from the face of the building. No sign shall be permitted to project above the roof line of any structure. Sign letters shall be constructed of plastic or fabricated metal. Direct, back lighting or internal illumination of signs shall be permitted. Permitted lighting shall not include flashing, pulsating, or colored lighting.
- B. Free Standing Signs shall be limited to the front yard area of each property. Such signs shall be limited in size to forty (40) square feet in area, ten (10) feet in height, with an eighteen (18) inch clearance above grade.

One (1) enter or exit sign shall be permitted for each curb cut. Such signs shall be limited in size to six (6) square feet in area, three and a half (3.5) feet in height, with an eighteen (18) inch clearance above grade.
- C. Unless otherwise specified, the Cedar Falls Sign Regulations as set forth in the Code of Ordinances Chapter 26, Article IV, shall apply to all sign displays.

17. The Owner and all persons and entities hereafter acquiring any right, title, or interest in any of the lots in said Development shall be taken and held to have agreed and covenanted with the owners of all other lots in this Development and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions, and stipulations, for a period of 21 years from the date of filing for record of said plat, and this Owner's Statement and Deed of Dedication. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the then existing period of 21 years.

18. Invalidation of any of these covenants by judgment, decree, or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

19. If any person or entity shall violate or attempt to violate any of the covenants, restrictions or stipulations herein, it shall be lawful for any person or entity owning property in said Development to prosecute any proceedings at law or in equity against the person or entity violating or attempting to violate any such covenants, restrictions or stipulation, and for the purpose of preventing such acts or recovering damages for such violations, or both, and for costs and reasonable attorney fees as determined by the court.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

Owner, for itself and its successors and assigns, agrees as follows:

1. The public street(s) shown on the attached plat shall be brought to City grade and the streets shall be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with the City of Cedar Falls Standard Specifications unless otherwise specified as per approved construction plans.

2. Sanitary sewer, together with the necessary manholes and sewer service lines to all buildings in the plat shall be provided.

3. Underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

4. City water shall be provided to all buildings as required by the Cedar Falls Municipal utilities.

5. Municipal fire hydrant(s) shall be provided as required by the Cedar Falls Public Safety Department.

6. Storm sewer shall be provided as specified by the City Engineer.

7. ADA accessible ramps shall be provided as required by law.

8. A 5-foot wide concrete sidewalk four inches thick shall be installed across the entire street frontage of any lot, at the time of construction upon said lot. This shall include ADA accessible ramps as provided by state law.

9. A 10-foot wide concrete trail shall be installed on Outlot Y, as shown on the plat which will be installed during the reconstruction of W. Viking Road.

10. A concrete surface driveway or entrance shall be installed during or immediately after the construction of a building on any particular lot.

All public improvements within the Development shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities and as required by the City Engineer.

SIGNED and DATED this _____ day of _____, 2022

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, BLACK HAWK COUNTY: ss

This record was acknowledged before me on the ____ day of _____, 2022, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Michelle Pezley

From: Michael Hager <mhageremail@gmail.com>
Sent: Friday, May 20, 2022 10:19 AM
To: Matthew Tolan; Michelle Pezley
Subject: W Viking Industrial Park Final Plat

CAUTION: This email originated outside the City of Cedar Falls email system.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Michelle and Matthew:

I have a couple questions/comments regarding the agenda item #2 for the upcoming P&Z meeting. First and foremost, once again thank you so much for the responsiveness to residents concerns regarding the abutment of the industrial park with residential zoning. I continue to believe the City has taken diligent steps to provide an excellent solution to protect both residential property owners and balance economic growth opportunities for CF.

I notice on the final plat submission that the deed of dedication is identical to the draft deed of dedication. This is important as much of the thoughtfulness the city staff responded with is codified in the deed of dedication. Thank you.

There is one item that I respectfully ask you to take a look at in the deed of dedication. Item 11, paragraph D requires trees to be planted in lots 2-7. This was an excellent solution to provide both visual and noise buffering of the industrial buildings. I've noticed within the past year or two, that the trees planted by the Target distribution center on Viking Road died and were cut down. They have not been replaced. This has changed the intended appearance.

Item 12, paragraph B in the deed of dedication might provide a solution to this issue. In that paragraph, there is a sentence that says, "If any vegetation on said berm is damaged, destroyed, dies, is harvested or is otherwise removed, the property owner will be responsible for its proper reestablishment and continued maintenance."

I suspect the language in item 12 has to do with watershed. And while that is different than the reasons for the trees in item 11, I wonder if a similar concept could be applied. The point of the trees is to provide a visual and noise barrier for the residents. If the trees die, there is no responsibility on the land owner to replace the trees. Would you consider adding a phrase (similar to item 12) that the trees need to be replaced if they die, are destroyed, harvested, etc?

You all have been so good to work with and so responsive to the neighbors, I hesitate to continue on. But I do think this is a minor change and honors the long term intent of item 11, paragraph D.

As always, thank you for your consideration.

Warm regards,
Michael Hager



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: June 10, 2022

SUBJECT: Iowa 58 (Hudson Road) HMA Resurfacing Project
 Preconstruction Agreement No.: 2022-6-106
 Iowa DOT Project: NHSX-058-1(100)-3H-07
 City Project Number: RS-281-3302

Submitted within for City Council approval is a Preconstruction Agreement between the City and Iowa Department of Transportation for the resurfacing improvement of Hudson Road from the ramps on the north side of Hwy 20 interchange to approximately 2,000 feet north.

The Iowa Department of Transportation is planning for the resurfacing of Iowa 58 from Cedar Falls to the City of Hudson. As part of the Iowa DOT's project, the City of Cedar Falls has the opportunity to participate and have the project extended to resurface the portion of Hudson Road within City limits to a point approximately 2,000 feet north of the Hwy 20 northern ramps.

The attached proposed agreement identifies the construction funding participation of the City for the portion the roadway improvements within the City limits. This City's cost for the portion of the improvements in the City is estimated at \$306,452.00.

The Iowa Department of Transportation will be the lead on this project and all work will be conducted by the Iowa DOT's contractor.

The Public Works Department has reviewed this agreement. The Engineering Division recommends that the City Council approve and execute the attached Iowa Department of Transportation Preconstruction Agreement for the construction of Iowa 58 HMA Resurfacing Project.

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

xc: David Wicke, PE, City Engineer

July 2014

the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.

- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

July 2014

- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-6-106 as of the date shown opposite its signature below.

CITY OF CEDAR FALLS:

By: _____ Date _____, 20__.

Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the ____ day of _____, 20__.

Signed: _____
City Clerk of Cedar Falls, Iowa

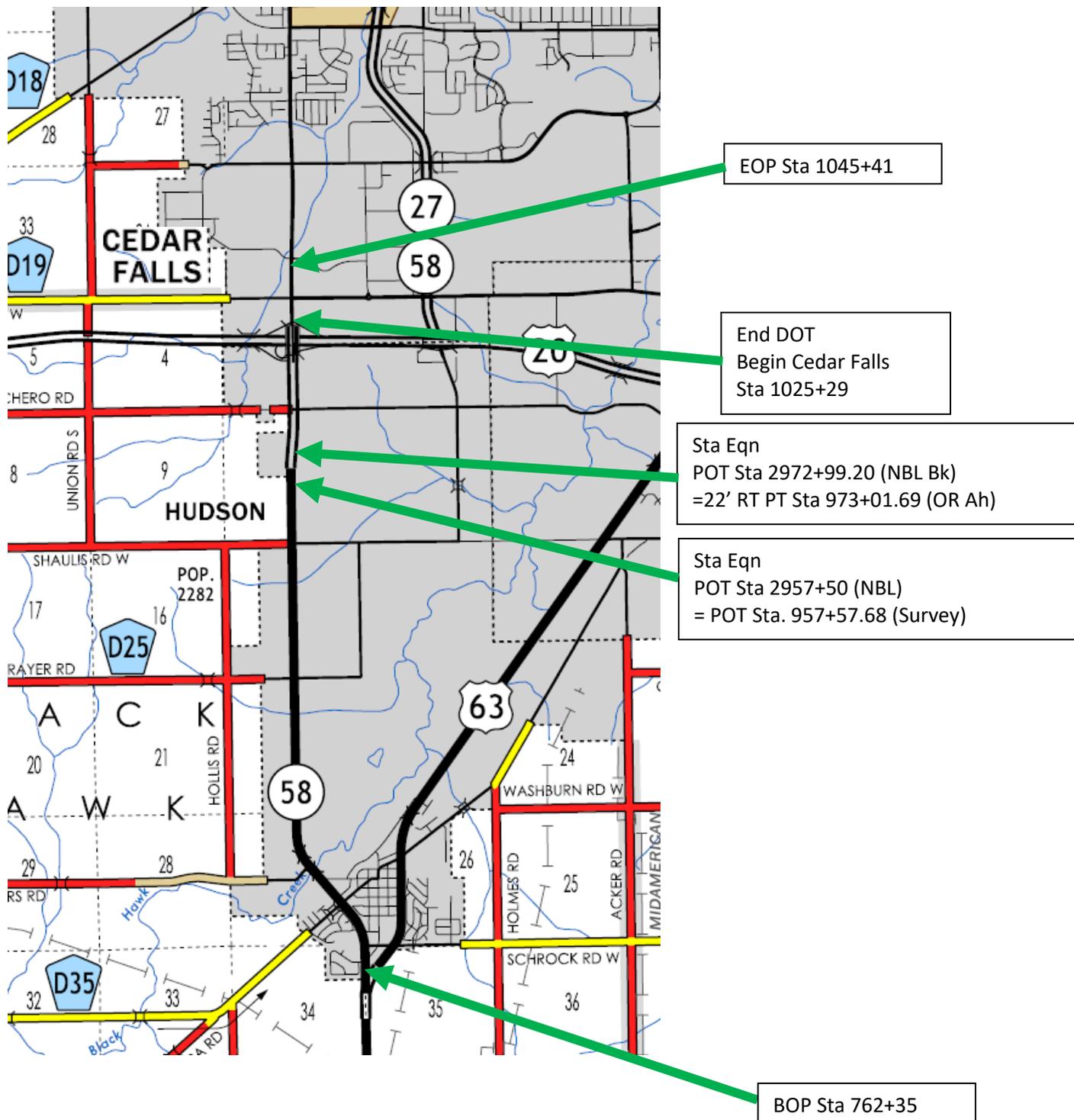
IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.

E. Jon Ranney P.E./P.L.S.
District Engineer
District 2

Project Location Map – City of Cedar Falls in Black Hawk County

NHSX-058-1(100)--3H-07



**City of Cedar Falls - NHSX-058-1(100)--3H-07
 Cost Estimate HMA Resurfacing of Hudson Road
 4/14/2022**

Item	Units	Quantity	Unit \$	Total Cost
HMA	ton	3127	\$ 40.00	\$ 125,096
Binder	ton	188	\$ 550.00	\$ 103,205
Scarification	sy	400	\$ 2.00	\$ 800
Granular Shoulders	ton	2044	\$ 21.50	\$ 43,946
Patching, by Area	sy	160	\$ 130.00	\$ 20,800
Patching, by Count	ea	20	\$ 170.00	\$ 3,400
Pavement Markings	sta	347	\$ 15.00	\$ 5,205
Traffic Control	ls	1	\$ 1,000.00	\$ 1,000
Mobilization	ls	1	\$ 3,000.00	\$ 3,000
			Total Est. =	\$ 306,452


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: June 13, 2022

SUBJECT: Center Street Corridor Streetscape Project
 City Project Number: MC-000-3206
 Bid Opening

On Tuesday, June 07, 2022 at 2:00 p.m. bids were received and opened for the Center Street Corridor Streetscape Project. A total of one (1) bids was received, with Owen Contracting, Inc. as the bidder:

	<i>Base Bid</i>
Engineering Estimate	\$1,130,649.00
Owen Contracting, Inc.	\$1,540,597.85

The Engineer's Estimate for this project was \$1,130,649.00. Owen Contracting, Inc. of Cedar Falls, Iowa submitted the only bid in the amount of \$1,540,597.85. Attached is a bid tabulation for your reference. Associated increased costs can be attributed to material availability shortages, contractor work demand, and also increased inflation on basic materials.

The Engineering Division of the Public Works Department recommends acceptance of the bid from Owen Contracting, Inc. in the amount of \$1,540,597.85. Also submitted for approval on this City Council meeting, June 20th, 2022, are the Contract, Bonds, and Insurance Certificate for this project.

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

Center Street Corridor Streetscape (#8108063)								
Owner: Cedar Falls, IA								
06/07/2022 02:00 PM CDT								
Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Owen Contracting, Inc.	
					Unit Price	Extension	Unit Price	Extension
1	2010-108-D-2	TOPSOIL, COMPOST-AMENDED	CY	672	\$95.00	\$63,840.00	\$85.00	\$57,120.00
2	2010-108-D-3	TOPSOIL, OFF-SITE	CY	315	\$25.00	\$7,875.00	\$35.00	\$11,025.00
3	2010-108-E-0	EXCAVATION, CLASS 10	CY	910	\$25.00	\$22,750.00	\$24.00	\$21,840.00
4	2010-108-J-0	SUBBASE, GRANULAR 6"	SY	3140	\$10.00	\$31,400.00	\$15.00	\$47,100.00
5	SUPPLEMENTAL	BIOCELL AGGREGATE BACKFILL	CY	217	\$15.00	\$3,255.00	\$63.00	\$13,671.00
6	SUPPLEMENTAL	SHOULDER GRAVEL REMOVAL	LS	1	\$140,000.00	\$140,000.00	\$150,000.00	\$150,000.00
7	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 15"	LF	250	\$100.00	\$25,000.00	\$65.00	\$16,250.00
8	4020-108-D-0	REMOVAL OF STORM SEWER, RCP CLASS III, 12"	LF	76	\$60.00	\$4,560.00	\$40.00	\$3,040.00
9	4040-108-A-0	SUBDRAIN, PERFORATED HDPE, 6"	LF	1295	\$18.00	\$23,310.00	\$18.75	\$24,281.25
10	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-2, 6", MODIFIED	EA	12	\$1,000.00	\$12,000.00	\$200.00	\$2,400.00
11	4040-108-D-0	SUBDRAIN OUTLET AND CONNECTIONS, CMP, 8"	EA	7	\$300.00	\$2,100.00	\$150.00	\$1,050.00
12	SUPPLEMENTAL	CURB OUTLETS, NEENAH R-3262-3	EA	37	\$250.00	\$9,250.00	\$500.00	\$18,500.00
13	6010-108-B-0	INTAKE, SW-512, 24"	EA	3	\$5,500.00	\$16,500.00	\$3,500.00	\$10,500.00
14	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	10	\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00
15	6010-108-E-0	INTAKE ADJUSTMENT, MINOR	EA	6	\$1,500.00	\$9,000.00	\$2,500.00	\$15,000.00
16	6010-108-H-0	REMOVE INTAKE	EA	2	\$2,500.00	\$5,000.00	\$500.00	\$1,000.00
17	7010-108-A-0	PAVEMENT, PCC, 8"	SY	1052	\$60.00	\$63,120.00	\$106.00	\$111,512.00
18	7010-108-E-0	CURB AND GUTTER, 2.0', 8"	LF	1060	\$60.00	\$63,600.00	\$38.50	\$40,810.00
19	7030-108-C-0	SHARED USE PATH, PCC, 6"	SY	484	\$45.00	\$21,780.00	\$70.00	\$33,880.00
20	7030-108-E-0	SIDEWALK, PCC, 5 IN	SY	1212	\$45.00	\$54,540.00	\$68.00	\$82,416.00
21	7030-108-E-0	SIDEWALK, PCC, 6 IN	SY	77	\$50.00	\$3,850.00	\$165.00	\$12,705.00
22	7030-108-G-0	DETECTABLE WARNING	SF	473	\$45.00	\$21,285.00	\$60.00	\$28,380.00
23	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6"	SY	1160	\$45.00	\$52,200.00	\$68.00	\$78,880.00
24	7040-108-A-0	FULL DEPTH PATCHES, HMA	TON	50	\$125.00	\$6,250.00	\$225.00	\$11,250.00
25	7040-108-H-0	PAVEMENT REMOVAL	SY	3870	\$20.00	\$77,400.00	\$15.00	\$58,050.00
26	SUPPLEMENTAL	ACCENT PAVERS	SF	4906	\$15.00	\$73,590.00	\$31.00	\$152,086.00
27	SUPPLEMENTAL	EDGE RESTRAINT, PCC, 8"	LF	510	\$25.00	\$12,750.00	\$45.00	\$22,950.00
28	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
29	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	13	\$500.00	\$6,500.00	\$285.00	\$3,705.00
30	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	AC	1	\$5,000.00	\$5,000.00	\$15,246.00	\$15,246.00
31	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TEMPORARY, TYPE 4	AC	2	\$3,500.00	\$7,000.00	\$5,227.20	\$10,454.40
32	9030-108-A-0	PLANTS WITH WARRANTY, TREES	EA	15	\$500.00	\$7,500.00	\$499.12	\$7,486.80
33	9030-108-B-0	PLANTS WITH WARRANTY, #SP5 CONTAINER (BIOCELL EDGE)	EA	1985	\$15.00	\$29,775.00	\$11.94	\$23,700.90
34	9030-108-B-0	PLANTS WITH WARRANTY, 1 GAL. CONTAINER (BIOCELL BOTTOM)	EA	816	\$28.00	\$22,848.00	\$14.75	\$12,036.00
35	9040-108-A-1	SWPPP PREPARATION	LS	1	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00
36	9040-108-A-2	SWPPP MANAGEMENT	LS	1	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00
37	9040-108-F-1	WATTLE, STRAW, 9"	LF	1326	\$2.50	\$3,315.00	\$3.00	\$3,978.00
38	9040-108-F-2	WATTLE, REMOVAL	LF	1326	\$1.00	\$1,326.00	\$0.75	\$994.50
39	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EA	4	\$150.00	\$600.00	\$200.00	\$800.00
40	2523-0000100	LIGHTING POLES	EA	19	\$2,000.00	\$38,000.00	\$2,500.00	\$47,500.00
41	2523-0000200	ELECTRICAL CIRCUITS	LF	1735	\$15.00	\$26,025.00	\$20.00	\$34,700.00
42	11010-108-A	CONSTRUCTION SURVEY	LS	1	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00
43	11020-108-A	MOBILIZATION	LS	1	\$40,000.00	\$40,000.00	\$250,000.00	\$250,000.00
44	11030-108-A	MAINTENANCE OF POSTAL SERVICE	LS	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
45	11050-108-A-0	CONCRETE WASHOUT	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
46	Supplemental	LANDSCAPING	LS	1	\$100,000.00	\$100,000.00	\$28,500.00	\$28,500.00
					Base Bid Total:	\$1,177,094.00		\$1,540,597.85

**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: June 13, 2022

SUBJECT: Center Street Corridor Streetscape Project
City Project Number: MC-000-3206
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Owen Contracting, Inc. for the construction of the Center Street Corridor Streetscape Project

This project involves making streetscape improvements to Center Street from Clair Street to W. Lone Tree Road including new curb, sidewalks, ADA compliant pedestrian ramps, biocells, and landscaping.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Owen Contracting, Inc. for the construction of the Center Street Corridor Streetscape Project.

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

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Owen Contracting, Inc. of Cedar Falls, IA, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: CENTER STREET CORRIDOR STREETSCAPING PROJECT; PROJECT NO. MC-000-3206 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 2ND day of May, 2022 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said CENTER STREET CORRIDOR STREETSCAPING PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

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


Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert Green, Mayor City of Cedar Falls

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 54-242715

KNOW ALL BY THESE PRESENTS:

That we, Owen Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company 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 Five Hundred Forty Thousand Five Hundred Ninety Seven & 85/100 Dollars (\$ 1,540,597.85), 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:

Center Street Corridor Streetscaping Project Project No. MC-000-3206

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

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

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

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

Project No. MC-000-3206

Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

J. I. Schmit
Signature of Agent

Joseph I. Schmit
Printed Name of Agent

AssuredPartners Great Plains, LLC
Company Name

4200 University Ave., Ste. 200
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Owen Contracting, Inc.
Contractor

By: [Signature]
Signature
President
Title

SURETY:

United Fire & Casualty Company
Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Juliana Bartlett, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC
Company Name

4200 University Ave., Ste. 200
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
Company Telephone Number

NOTE:

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Dept
 118 Second Item 35.
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, BRANDON HORBACH, COURTNEY GORDON, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20_____.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

NOTEPAD:HOLDER CODE CITYOCF
INSURED'S NAME OWEN CONTRACTING, INC.OWENC-1
OP ID: JT

Date 06/0 Item 35.

WHEN REQUIRED IN WRITTEN CONTRACT, PURSUANT TO AND SUBJECT TO THE POLICY'S TERMS, DEFINITIONS, CONDITIONS AND EXCLUSIONS:

ADDITIONAL INSURED UNDER THE GENERAL LIABILITY ON A PRIMARY BASIS PER CLCG00492 10/18 INCLUDING COMPLETED OPERATIONS PER CLCG2079 6/20.
ADDITIONAL INSURED UNDER THE AUTOMOBILE POLICY ON A PRIMARY BASIS PER CLCA2093 7/21.

UMBRELLA IS FOLLOWING FORM PER POLICY PROVISIONS, FORMS CU2478 11/16, CU2403 12/19, CU2408 9/00 APPLICABLE.

GOVERNMENTAL IMMUNITIES ENDORSEMENT INCLUDED PER CW3358 10/11.

WAIVER OF SUBROGATION UNDER THE WORK COMP PER WC000313 4/84.

GENERAL LIABILITY WAIVER OF SUBROGATION PER CLCG00492 10/18.

30 DAY CANCELLATION NOTICE PER CLIL0012 11/10.

PROJECT CENTER STREET CORRIDOR STREETScape PROJECT,
PROJECT NO. MC-000-3206

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- CONDOMINIUM DIRECTORS AND OFFICERS LIABILITY
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY
- EMPLOYEE BENEFITS LIABILITY
- FARM COVERAGE PART
- FARM UMBRELLA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRINTERS ERRORS AND OMISSIONS LIABILITY
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel this policy, we will give the person or organization shown below the number of days' notice indicated in the Schedule below. Proof of mailing will be sufficient proof of notice.

SCHEDULE

1. Number of days' notice:

(a) Non-payment of premium: 10 days

(b) Any reason other than non-payment of premium: 30 days.

2. Name and Address of Person or Organization:

City of Cedar Falls 220 Clay St Cedar Falls, IA 50613

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Municipality:	City of Cedar Falls Inspection Office
Mailing Address:	220 Clay St Cedar Falls, IA 50613
Municipality:	
Mailing Address:	
Municipality:	
Mailing Address:	
Municipality:	
Mailing Address:	

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

The following provisions are added to the coverage part listed above:

A. ADDITIONAL INSURED PROVISION

The Municipality shown in the schedule, 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 with respect to liability arising out of the insured's work and/or services performed for the municipality shown in the Schedule. 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 is primary, contributing or excess.

B. GOVERNMENTAL IMMUNITIES PROVISION

1. **Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to them 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 municipality shown in the Schedule 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 municipality shown in the Schedule.
- 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 municipality shown in the Schedule 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 municipality.

5. **No Other Change in Policy.** The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

C. CANCELLATION AND MATERIAL CHANGES PROVISION

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown in the Schedule. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED WHILE UNDER CONTRACT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Ongoing Operations

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy with respect to your ongoing operations; and
 - b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **A.1.a.** above.
2. With respect to the insurance afforded to the additional insured under Paragraphs **A.1.a.** and **A.1.b.** above, the following limitations apply:
 - a. If the written contract or written agreement requires you to add that person or organization as an additional insured to your policy with respect to **liability arising out of** your ongoing operations, then such person or organization is an additional insured, but only with respect to **liability arising out of** your ongoing operations performed under the written contract or written agreement.
 - b. If the written contract or written agreement does not require you to add that person or organization as an additional insured to your policy with respect to **liability arising out of** your ongoing operations, then such person or organization is an additional insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" **caused in whole or in part by** your ongoing operations

performed under the written contract or written agreement.

B. Completed Operations:

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy with respect to "your work" included in the "product-completed operations hazard"; and
 - b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **B.1.a.** above.
2. With respect to the insurance afforded to the additional insured under Paragraphs **B.1.a.** and **B.1.b.** above, the following limitations apply:
 - a. If the written contract or written agreement requires you to add that person or organization as an additional insured to your policy with respect to **liability arising out of** "your work" and included in the "products-completed operations hazard", then such person or organization is an additional insured, but only with respect to **liability arising out of** "your work" performed under the written contract or written agreement and included in the "products-completed operations hazard".
 - b. If the written contract or written agreement does not require you to add that person or organization as an additional insured to your policy with respect to **liability arising out of** "your work" and included in the

"products-completed operations hazard", then such person or organization is an additional insured, but only with respect to "bodily injury", "property damage", or "personal and advertising injury" **caused in whole or in part by "your work"** performed under the written contract or written agreement and included in the "products-completed operations hazard".

C. The coverages provided in Paragraphs A. Ongoing Operations and B. Completed Operations:

1. Do not apply unless the written contract or written agreement has been fully executed by all parties prior to when any "bodily injury", "property damage", or "personal advertising injury" first occurs;
2. Only apply to the extent permitted by law; and
3. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. Exclusions

1. With respect to the insurance afforded to the additional insured under Paragraph **A. Ongoing Operations**, the following exclusion applies:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- a. 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
 - b. 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 part of the same project.
2. With respect to the insurance afforded to the additional insured under Paragraphs **A. Ongoing Operations** and **B. Completed Operations**, the following exclusion applies:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" **arising out of** the rendering of, or failure to render, any professional architectural, engineering, or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, or
- b. Supervisory, inspection, architectural, or engineering services.

E. With respect to the insurance afforded to the additional insured under Paragraphs A. Ongoing Operations and B. Completed Operations, the following is added to SECTION III - LIMITS OF INSURANCE:

1. The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the written contract or written agreement; or
 - b. Available under the applicable limits of insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

F. With respect to the insurance afforded to the additional insured under Paragraphs A. Ongoing Operations and B. Completed Operations, the following is added to Paragraph 4.a. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS and supersedes any provision to the contrary:

1. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured under the policy provided that:
 - a. The additional insured is a Named Insured under such other insurance; and
 - b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other provisions, conditions, and exclusions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**COMMERCIAL GENERAL LIABILITY
CL CG 04 92 10 18**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

- 1. Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a.** The written contract or written agreement is:
 - (1)** Currently in effect or becoming effective during the term of this policy; and
 - (2)** Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (i) Your acts or omissions; or
 - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1.1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- (ii) "Bodily injury" or "property damage" occurring after:

- (1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (1.2) 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.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

(i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (1.2) The construction, erection or removal of elevators; or
- (1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
 (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
 (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.
2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:
- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:
- (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or
- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.
- b. The insurance afforded to such additional insured only applies to the extent permitted by law.
- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.
3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:
- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;
- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

- Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**
2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**
 3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:
 6. Subject to Paragraph **5.** above, the greater of:
 - a. \$300,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.
 4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:
 - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
 6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".
- E. MEDICAL PAYMENTS**
- The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.
- F. MOBILE EQUIPMENT REDEFINED**
- Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:
- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE**
- Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:
3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:
 - a. Majority interest of more than 50% if you are a corporation;
 - b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions.**

**COMMERCIAL GENERAL LIABILITY
CL CG 00 59 06 20**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Property Damage to Borrowed Equipment and Tools	\$15,000
B.	Construction Project General Aggregate Limit	Included
C.	Limited Job Site Pollution	\$100,000
D.	Contractual Liability - Railroads	Included
E.	Extended Property Damage	\$25,000 Per Occurrence/ \$50,000 Annual Aggregate
F.	Extension of Coverage to Co-Employee	Included

A. PROPERTY DAMAGE TO BORROWED EQUIPMENT AND TOOLS

1. **Section I - Coverages - coverage A Bodily Injury and Property Damage Liability - Paragraph 2.j.** is amended as follows:

Paragraphs 2.j.(3) and 2.j.(4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

2. In regards to coverage provided under A.1. of this endorsement only, **Section III - Limits of Insurance** is deleted and replaced by the following:

The most we will pay in any one "occurrence" for "property damage" to borrowed equipment and tools is the amount shown in the Schedule above. This limit of insurance is the most we will pay regardless of the number of:

- Insureds;
- Claims made or "suits" brought; or
- Persons or organizations making claims or bringing "suits".

3. Deductible

In regards to coverage provided under A.1. of this endorsement only, the following apply:

- Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$250 as applicable to "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations

who sustain damages because of that "occurrence".

- The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages; and your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.
- We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as we have paid.

B. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

- For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:
 - A Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

- b. The Single 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:
- (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage 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 Single Construction Project General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which cannot be attributed only to ongoing operations at a single designated construction project away from premises owned by or rented to the insured:
- a. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Single Construction Project General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
4. If the applicable construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. The provisions of **Section III - Limits of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.
- C. LIMITED JOB SITE POLLUTION**
1. Exclusion f. under **Section I - Coverages - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:
- This insurance does not apply to:
- f. Pollution**
- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph (b) does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for those sums the insured becomes legally obligated to pay as damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

2. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - a. The "Each Occurrence Limit" shown in the Declarations does not apply.
 - b. Paragraph 7. Of **Section III - Limits of Insurance** does not apply.
 - c. Paragraph 1. of **Section III - Limits of Insurance** is replaced by the following:

The Limits Of Insurance shown in this endorsement, or in the Declarations and the rules below fix the most we will pay regardless of the number of:

 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - d. The following are added to **Section III - Limits of Insurance**:
 - (1) Subject to paragraph 2. or 3., whichever applies, the most we will pay for the sum of:
 - (a) Damages under **Coverage A**; and
 - (b) Medical expenses under **Coverage C**, if **Coverage C - Medical Payments** is not otherwise excluded from this

policy and subject to the Medical Expense Limit shown in the policy;

because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is \$100,000.

D. CONTRACTUAL LIABILITY - RAILROADS

For the purposes of the coverage provided under this endorsement, **Section V - Definitions** is amended as follows:

Definition 9. Insured Contract is amended as follows:

1. Paragraph 9.c. is deleted in its entirety and replaced with the following:

Any easement or license agreement;

2. Paragraph 9.f.(1) is deleted in its entirety.

E. EXTENDED PROPERTY DAMAGE

The following is added to **Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability**:

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

a. Personal property of others while in the care, custody and control of the insured; or

b. That particular part of real property on which you or any contractors or subcontractor working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

For the purposes of the coverage provided by the Extended Property Damage only, Exclusions j.(4), j.(5) and j.(6) are deleted in their entirety.

2. The amount we will pay for damages under the Extended Property Damage coverage is limited to the Per Occurrence and Annual Aggregate limits shown in the Schedule above.
3. The insurance provided by the Extended Property Damage coverage does not apply to "property damage" included within the "products-completed operations hazard", the "collapse hazard", the "explosion hazard", or the "underground property damage hazard".
4. A deductible of \$500 per claim is applicable to the Extended Property Damage coverage. The deductible does not reduce the limit of insurance.
5. For the purposes of the coverage provided under the Extended Property Damage, the following definitions are added to **Section V - Definitions**:

- a. "Collapse hazard" includes structural property damage and any resulting "property damage" to any property at any time.
- b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- c. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
- d. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, and similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

**F. EXTENSION OF COVERAGE TO
CO-EMPLOYEE**

Section II - Who is an Insured, paragraph 2.1.(1) is replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury";
 - (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
 - (c) Arising out of his or her providing or failing to provide professional health care services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT – PLATINUM PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	Telematics & GPS Equipment Coverage	\$2,500
D.	Electronic Equipment – Increased Coverage	\$2,500
E.	Auto Loan/Lease Gap Coverage	Unlimited
F.	Autos Rented by Employees	Included
G.	Bail Bonds - Extended Coverage	\$5,000
H.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
I.	Custom Signs & Decorations	Included
J.	Employees as Insureds	Included
K.	Family Emergency Travel Reimbursement	\$2,500
L.	Fellow Employee Coverage	Included
M.	Fire Extinguisher Recharge	Included
N.	Glass Repair – No Deductible	Included
O.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	\$100,000 \$500 / \$3,500
P.	Hybrid Auto Payment Coverage (per auto / per loss)	\$2,500/ \$5,000
Q.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
R.	Limited Worldwide Hired & Non Owned Auto Coverage	Included
S.	Loss Of Earnings - Extended Coverage	\$1,000
T.	New Vehicle Replacement Cost	Included
U.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	\$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	\$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	\$15,000

V.	Personal Effects Coverage	\$500
W.	Resultant Mental Anguish	Included
X.	Towing And Labor Coverage Extension Private Passenger Type Other than Private Passenger Type	\$200 \$250
Y.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	\$75 / \$2,500
Z.	Unintentional Failure To Disclose Hazards	Included
AA.	Waiver Of Collision Deductible – Attached Autos	Included
BB.	Waiver Of Subrogation By Contract Or Agreement	Included

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph **5. Other Insurance** of **B. General Conditions** under **Section IV – Business Auto Conditions**:

a. The following is added to Paragraph **5.a.**:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph **5.c.** is deleted in its entirety.

6. Paragraph **A.1.c.** under **Section II – Covered Autos Liability Coverage** is deleted in its entirety.
7. The definition of "insured contract" under **Section V – Definitions** is amended to add the following:

An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section III – Physical Damage Coverage, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. TELEMATICS & GPS EQUIPMENT COVERAGE

Physical Damage Coverage is amended as follows:

1. In Section III – Physical Damage Coverage, Paragraphs **B.4.c.** and **B.4.d.** do not apply to:

- a. Global positioning systems; or
- b. "Telematics devices";

which are not:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or;
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

2. In the event of a "loss" to a covered "auto", the most we will pay for "loss" to global positioning systems and "telematics devices" in any one covered "auto" is the lesser of:
 - a. The actual cash value of the damaged or stolen property at the time of loss;
 - b. The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500
3. For each covered "loss", a deductible of \$100 shall apply.

"Telematics Devices" include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or "telematics devices" for purposes of this coverage provision.

D. ELECTRONIC EQUIPMENT – INCREASED COVERAGE

The \$1,000 limit indicated in Paragraph **C.1.b.** under Section III – Physical Damage Coverage is increased to \$2,500.

E. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **C.:**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

1. Overdue lease/loan payments at the time of the "loss";
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
3. Security deposits not returned by the lessor;
4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
5. Carry-over balances from previous loans or leases.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

F. AUTOS RENTED BY EMPLOYEES

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.:**

The following is added to the **Who Is An Insured Provision:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business

G. BAIL BONDS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

H. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to sub paragraph A1. Who Is An Insured of Section II – Covered Autos Liability Coverage:

For any covered "auto";

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for which you are obligated prior to the loss to provide insurance, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance.

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. CUSTOM SIGNS & DECORATIONS

Physical Damage coverage on a covered "auto" extends to "loss" to custom signs and decorations including custom murals, paintings or other decals or graphics.

Our limit of liability for each "loss" to custom signs and decorations shall be the least of:

- (1) Actual cash value of the stolen or damaged property; or
- (2) Amount necessary to repair or replace the property;

This coverage does not apply to Hired Auto Physical Damage Coverage.

J. EMPLOYEES AS INSUREDS

Section II- Covered Autos Liability Coverage, Paragraph A.1.b.(2) is deleted and replaced by the following:

- (2) Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, I. EMPLOYEES AS INSUREDS, does not apply if separate Employee as Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

K. FAMILY EMERGENCY TRAVEL REIMBURSEMENT

SECTION II - LIABILITY COVERAGE, A. 2. Coverage Extensions is amended to include the following:

In addition to the Limit of Insurance, we will pay reasonable "travel reimbursement expenses" incurred by a "family member" or "designated representatives", of an "insured" or passenger for travel to visit that "insured" or passenger who was injured in an "accident" involving a covered "auto", subject to the following conditions:

1. Regardless of the number of traveling "family members" or "designated representatives", injured "insureds" or passengers, claims made or vehicles involved in the "accident", the most we will pay for all "travel reimbursement expenses" resulting from any one "accident" is \$ 2,500.
2. Travel must be to visit the injured party at the hospital to which such "insured" has been admitted and has received medical or surgical treatment for a period of 72 hours or more from the time of first admittance to such hospital, or in the event of death, to the location necessary to handle the immediate affairs of the deceased.
3. Subject to the \$2,500 per accident limit, the most we will pay for the combined total of expenses for room accommodations, meals, and parking for each "family member" or "designated representatives" is \$200 per day.
4. We will reimburse ground transportation using a personal vehicle at a rate of 40 cents

per mile for the actual miles driven.

5. All "travel reimbursement expenses" must be supported by written receipts submitted to us no later than 120 days from the date such "travel reimbursement expenses" were incurred.

"Travel reimbursement expenses" include reasonable ground, rail, or air (coach class) transportation, room accommodations, meals, and parking expenses only.

"Designated representative" is an individual identified by the "insured" as a close personal friend or as having decision making authority pertaining to the insured's care in the event of incapacity or death.

"Family member" means a person related to the injured "insured" by blood, marriage, state-recognized civil union, or adoption, including a ward or foster child.

L. FELLOW EMPLOYEE COVERAGE

Exclusion **B. 5.** of **Section II - Covered Autos Liability Coverage** is deleted and replaced with the following:

5. Fellow Employee

- a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

No "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers compensation law or any similar law.

For the purpose of Fellow Employee Coverage only, paragraph **B.5.** of **Business Auto Conditions** is changed as follows:

This **FELLOW EMPLOYEE COVERAGE** is excess over any other collectible insurance.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

M. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

When fire extinguishers are kept in your covered "auto" and are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

N. GLASS REPAIR – NO DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph D. is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND INCREASED LOSS OF USE EXPENSES

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$100,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:
 - a. The deductible shall be equal to the

amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

- b. No deductible will apply to "loss" caused by fire or lightning.
3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

4. For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph **b. Loss Of Use Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph **A. Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to \$500 per day, to a maximum of \$3,500.

P. HYBRID AUTO PAYMENT COVERAGE

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If a non-"hybrid auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The non-"hybrid autos" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and
 - c. If more than one non-"hybrid auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.

2. For the purpose of this coverage provision the following Definitions are added:

- a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
- b. "Electric auto" is an "auto" that is powered by an electric motor instead of an internal combustion engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

Q. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **Section IV – Business Auto Conditions, Paragraph A.2.:**

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

R. LIMITED WORLDWIDE HIRED & NON OWNED AUTO COVERAGE

In **Section IV - Business Auto Conditions, Condition B.7.**, paragraph b.(5) is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

S. LOSS OF EARNINGS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Paragraph C. **Limit of Insurance** provision of **Section III – Physical Damage Coverage**:

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The cost to replace the covered "auto" with a new "auto" of like make, model and year; or
- b. An amount equal to the original purchase price you paid to acquire the vehicle, including taxes, but excluding any extended warranties and licensing fees.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs. or less gross vehicle weight).

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 180 days before the date of the "loss".

U. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period, beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 2. 45 days.
3. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. The maximum rental expenses indicated below:
 - (1) Not more than \$75 per day;

(2) The maximum rental expenses shown below:

- (a) \$3,375 because of "loss" to any one covered "auto";
- (b) \$15,000 because of all "loss" to all covered "autos" in any one policy period.

4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

V. PERSONAL EFFECTS COVERAGE

The following is added to **Section III – Physical Damage Coverage, Paragraph A.4.:**

Physical Damage Coverage on a covered "auto" is extended to "loss" to your personal property and, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss"; and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision personal property does not include and we will not pay for "loss" of:

1. Currency, coins, securities or
2. Property that under federal or state law is
 - a. An illegal controlled substance
 - b. Property in the course of illegal transportation or trade.

No deductible applies to this coverage extension.

W. RESULTANT MENTAL ANGUISH

Section V - Definitions, Paragraph **C.** is deleted and replaced by the following:

- C.** "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

X. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage**, paragraph **A.2.**:

1. We will pay up to:
 - a. \$200 for a covered "auto" of the private passenger type or
 - b. \$250 for a covered "auto" that is not of the private passenger type,
 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

Y. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph **A.4.a. Transportation Expenses of Section III – Physical Damage Coverage** is amended as follows:

7. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
8. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

Z. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions**, Paragraph **B.2.**:

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

AA. WAIVER OF COLLISION DEDUCTIBLE – ATTACHED AUTOS

The following is added to paragraph **D.** under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form:

If a "trailer" is connected to an "auto" that is not a "trailer" and both "autos":

1. Are covered "autos" for Collision Coverage that applies to that "accident", and
 2. Sustain damage in a single "accident".
- we will waive the lowest of the applicable Collision deductibles.

BB. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.5.**:

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 04 84**

**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

Any person or organization when you and such person or organization have agreed in a written, signed, or executed contract or agreement that such person or organization be added as waiver of subrogation to your policy.

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
04/20/2022

Policy No.
WCA 3220314 23

Endorsement No.

Insured
Owen Contracting Inc
Insurance Company:
Union Insurance Company

Premium

Countersigned by _____

POLICY NUMBER: CPA 3220313 - 23

COMMERCIAL LIABILITY UMBRELLA
CU 24 03 12 19**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 LIABILITY UMBRELLA COVERAGE PART

SCHEDULE**Name Of Person(s) Or Organization(s):**

Any person or organization when you and such person or organization have agreed in a written, signed, or executed contract or agreement that such person or organization be added as waiver of subrogation to your policy.

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

**The following is added to Paragraph 9. 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. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization as agreed in writing in contract or agreement.

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

Paragraph 5. of **Section IV - Conditions** is replaced by the following:

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:
- (1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.
 - (2) The insurance provided under this Coverage Part will not seek contribution from any other insurance available to an additional insured, provided that:
 - (a) The additional insured is a Named Insured under such other insurance;
 - (b) The additional insured is shown in the Schedule; and
 - (c) You have agreed in writing in a contract or agreement that this

insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

**FORM OF PROPOSAL
CENTER STREET CORRIDOR STREETSCAPING PROJECT
CITY OF CEDAR FALLS, IOWA
PROJECT NO. MC-000-3206**

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

The undersigned hereby certifies that Owen Contracting, 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 CENTER STREET CORRIDOR STREETSCAPING PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Item Code	Description	Item Quantity and Units	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1	2010-108-D-2	TOPSOIL, COMPOST-AMENDED	672 CY	85	00	57,120	00
2	2010-108-D-3	TOPSOIL, OFF-SITE	315 CY	35	00	11,025	00
3	2010-108-E-0	EXCAVATION, CLASS 10	910 CY	24	00	21,840	00
4	2010-108-J-0	SUBBASE, GRANULAR 6"	3140 SY	15	00	47,100	00
5	SUPPLEMENTAL	BIOCELL AGGREGATE BACKFILL	217 CY	63	00	13,671	00
6	SUPPLEMENTAL	SHOULDER GRAVEL REMOVAL	1 LS	150,000	00	150,000	00
7	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 15"	250 LF	65	00	16,250	00
8	4020-108-D-0	REMOVAL OF STORM SEWER, RCP CLASS III, 12"	76 LF	40	00	3,040	00

9	4040-108-A-0	SUBDRAIN, PERFORATED HDPE, 6"	1295 LF	18	75	24,281	25
10	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-2, 6", MODIFIED	12 EA	200	00	2,400	00
11	4040-108-D-0	SUBDRAIN OUTLET AND CONNECTIONS, CMP, 8"	7 EA	150	00	1,050	00
12	SUPPLEMENTAL	CURB OUTLETS, NEENAH R-3262-3	37 EA	500	00	18,500	00
13	6010-108-B-0	INTAKE, SW-512, 24"	3 EA	3,500	00	10,500	00
14	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	10 EA	1,500	00	15,000	00
15	6010-108-E-0	INTAKE ADJUSTMENT, MINOR	6 EA	2,500	00	15,000	00
16	6010-108-H-0	REMOVE INTAKE	2 EA	500	00	1,000	00
17	7010-108-A-0	PAVEMENT, PCC, 8"	1052 SY	106	00	11,512	00
18	7010-108-E-0	CURB AND GUTTER, 2.0', 8"	1060 LF	38	50	40,810	00
19	7030-108-C-0	SHARED USE PATH, PCC, 6"	484 SY	70	00	33,880	00
20	7030-108-E-0	SIDEWALK, PCC, 5 IN	1212 SY	68	00	82,416	00
21	7030-108-E-0	SIDEWALK, PCC, 6 IN	77 SY	165	00	12,705	00
22	7030-108-G-0	DETECTABLE WARNING	473 SF	60	00	28,380	00
23	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6"	1160 SY	68	00	78,880	00
24	7040-108-A-0	FULL DEPTH PATCHES, HMA	50 TON	225	00	11,250	00
25	7040-108-H-0	PAVEMENT REMOVAL	3870 SY	15	00	58,050	00
26	SUPPLEMENTAL	ACCENT PAVERS	4906 SF	31	00	152,086	00
27	SUPPLEMENTAL	EDGE RESTRAINT, PCC, 8"	510 LF	45	00	22,950	00
28	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	1 LS	25,000	00	25,000	00
29	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	13 EA	285	00	3,705	00
30	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	1 AC	15,246	00	15,246	00
31	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TEMPORARY,	2 AC	5,227	20	10,454	40

		TYPE 4					
32	9030-108-A-0	PLANTS WITH WARRANTY, TREES	15 EA	499	12	7,486	40
33	9030-108-B-0	PLANTS WITH WARRANTY, #SP5 CONTAINER (BIOCELL EDGE)	1985 EA	11	94	23,700	90
34	9030-108-B-0	PLANTS WITH WARRANTY, 1 GAL. CONTAINER (BIOCELL BOTTOM)	816 EA	14	75	12,036	00
35	9040-108-A-1	SWPPP PREPARATION	1 LS	1,800	00	1,800	00
36	9040-108-A-2	SWPPP MANAGEMENT	1 LS	6,000	00	6,000	00
37	9040-108-F-1	WATTLE, STRAW, 9"	1326 LF	3	00	3,978	00
38	9040-108-F-2	WATTLE, REMOVAL	1326 LF	0	75	994	50
39	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	4 EA	200	00	800	00
40	2523-0000100	LIGHTING POLES	19 EA	2,500	00	47,500	00
41	2523-0000200	ELECTRICAL CIRCUITS	1735 LF	20	00	34,700	00
42	11010-108-A	CONSTRUCTION SURVEY	1 LS	20,000	00	20,000	00
43	11020-108-A	MOBILIZATION	1 LS	250,000	00	250,000	00
44	11030-108-A	MAINTENANCE OF POSTAL SERVICE	1 LS	5,500	00	5,500	00
45	11050-108-A-0	CONCRETE WASHOUT	1 LS	2,500	00	2,500	00
46	SUPPLEMENTAL	LANDSCAPING	1 LS	28,500	00	28,500	00
				Total Bid		1,540,597	85

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The

Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

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

Bid Security in the sum of Ten Percent of Amount Bid (10%) in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

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

The bidder has received the following Addendum or Addenda:

Addendum No.	<u>1</u>	Date	<u>6/3/2022</u>
Addendum No.	<u> </u>	Date	<u> </u>
Addendum No.	<u> </u>	Date	<u> </u>

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
Owen Contracting, Inc.
1325 Rail Way
Cedar Falls, IA 50613
Official Address


By
President
Title



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: June 13, 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 the existing structurally deficient bridge on Olive Street and extend the College Street Box Culvert through to Olive Street. The project will require the acquisition of temporary and permanent easements from three (3) properties to complete construction. The owners of the following three (3) properties have accepted our offer:

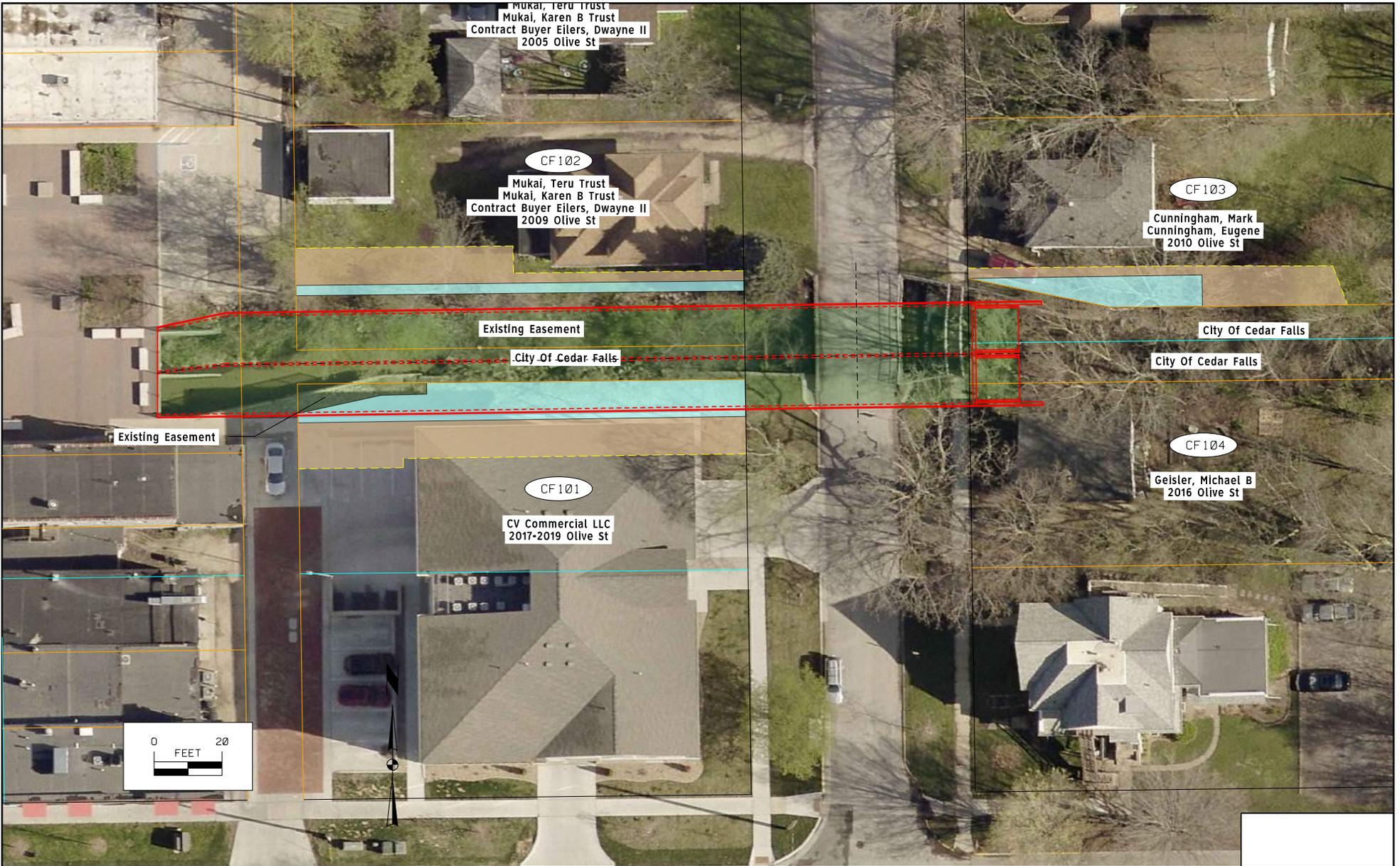
Parcel #	Owner	Address/Parcel ID	Acquisition Type
CF 101	CV Commercial 3, LLC	2017 Olive Street	Fee Title & Temporary Easement
CF 102	Karen B. Mukai, Trustee of the Teru Mukai and Karen B. Mukai Revocable Trust	2009 Olive Street	Fee Title & Temporary Easement
CF 103	Oak Tree Properties, LLC	2010 Olive Street	Permanent & Temporary Easements

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

The City will use General Obligation Funds for the design and right of way portion of this project. The City entered into a Professional Services Agreement with AECOM Technical Services, Inc., a California corporation on December 30, 2019 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 acquisitions and authorize the Mayor to execute the agreements for the Olive Street Box Culvert Replacement Project.

If you have any questions or need additional information, please feel free to contact me.
cc: Chase Schrage, Director of Public Works
David Wicke, 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

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 2017 Olive Street
Parcel Number: CF101

County Tax Parcel No: 8914-13-301-016
Project Name: Olive Street Box Culvert
Replacement

Project Number: BR-106-3215

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 2022, by and between CV Commercial 3, LLC, an Iowa limited liability company, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Acquisition Plat (Exhibit A)
See Temporary Easement Plat (Exhibit B)

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

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

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

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>20,083.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>20,083.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>1477</u>	sq. ft.		\$ <u>12,555.00</u>
Underlying Fee Title		sq. ft.		\$ _____
Temporary Easement	<u>1662</u>	sq. ft.		\$ <u>1,130.00</u>
Permanent Easement		sq. ft.		\$ _____
Buildings				\$ _____
Severance Damages				\$ <u>6,398.00</u>

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

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
NONE
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER: CV COMMERCIAL 3, LLC, an Iowa limited liability company

[Signature]
Brent Dahlstrom, Manager
6/9/2022
Date

[Signature]
Ryan Kriener, Manager
6/9/2022
Date

State of Iowa
County of Black Hawk

This record was acknowledged before me on the 9 day of June, 2022, by Brent Dahlstrom as manager of CV Commercial 3 and Ryan Kriener as manager of CV Commercial 3

[Signature]
Signature of notarial officer

Jill Kraayenbrink
Printed name of notarial officer



July 29, 2022
My commission expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

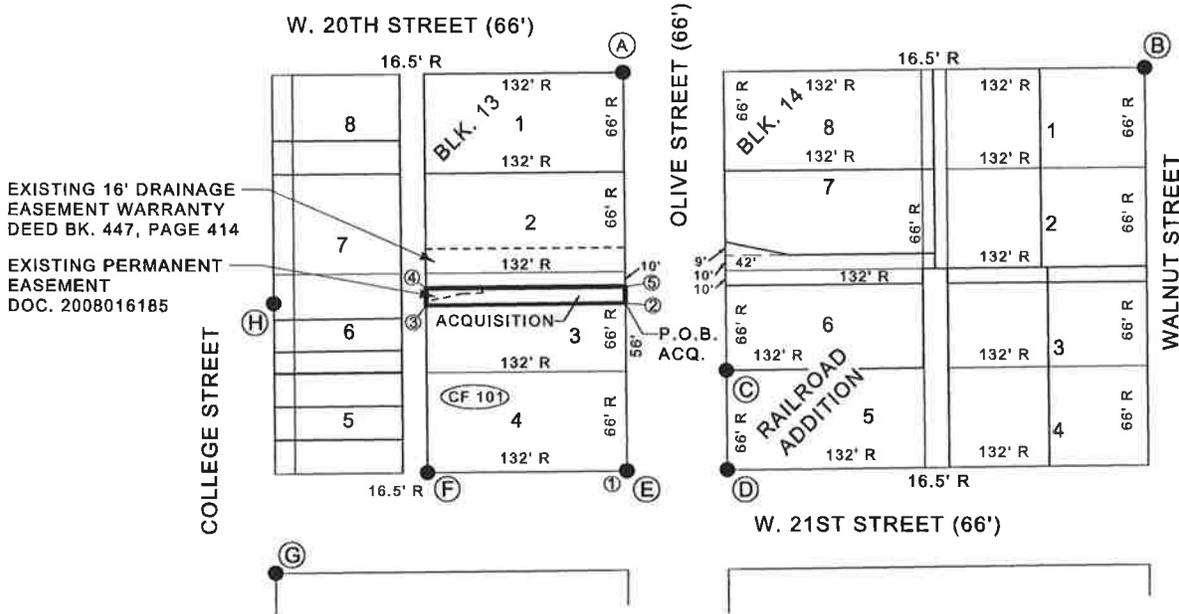
My Commission Expires:

Index Legend	
Location:	Part of Lot 3, Block 13 of Railroad Addition, Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	CV Commercial 3 LLC
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

ACQUISITION PLAT
 ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 101
 DEED HOLDER: CV Commercial 3 LLC
 P.O. BOX 128
 CEDAR FALLS, IOWA 50613

ACQUISITION - 1477 SQUARE FEET OR 0.03 ACRE

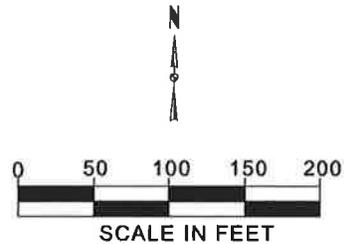
Property Pins Found	
A	Found 1" Pipe
B	Found Pin
C	Found Bent Rebar
D	Found 1" Pipe
E	Found 1/2" Rebar with Orange Cap 17162
F	Found PK Nail
G	Found 1" Pipe
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EXISTING 16' DRAINAGE EASEMENT WARRANTY DEED BK. 447, PAGE 414

EXISTING PERMANENT EASEMENT DOC. 2008016185

BEARING - DISTANCE PARCEL CF 101 ACQUISITION		
1 TO 2	N 00° 48' 45" W	111.39'
2 TO 3	S 89° 11' 07" W	131.98'
3 TO 4	N 00° 49' 16" W	11.43'
4 TO 5	N 89° 23' 42" E	131.98'
5 TO 2	S 00° 48' 45" E	10.95'



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

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

ACQUISITION PLAT
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 101
DEED HOLDER: CV Commercial 3 LLC
P.O. BOX 128
CEDAR FALLS, IOWA 50613

Item 36.

DESCRIPTION: ACQUISITION

A PARCEL OF LAND SITUATED IN PART OF LOT 3 OF BLOCK 13 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF SAID BLOCK 13; THENCE NORTH 00° (DEGREES) 48' (MINUTES) 45" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ALONG THE EAST LINE OF SAID LOTS 4 AND 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 111.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°11'07" WEST, 131.98 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 00°49'16" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 11.43 FEET TO THE SOUTH LINE OF THE NORTH 10.00 FEET OF SAID LOT 3; THENCE NORTH 89°23'42" EAST ALONG THE SOUTH LINE OF THE NORTH 10.00 FEET OF SAID LOT 3, A DISTANCE OF 131.98 FEET TO THE EAST LINE OF SAID LOT 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET; THENCE SOUTH 00°48'45" EAST ALONG THE EAST LINE OF SAID LOT 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 10.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1477 SQUARE FEET OR 0.03 ACRE.

PREPARED BY: MICHAEL R. FOGLE, AECOM, 501 SYCAMORE STREET, SUITE 222,
WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT PLAT
 TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 101
 DEED HOLDER: CV Commercial 3 LLC
 P.O. BOX 128
 CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT - 1662 SQUARE FEET OR 0.04 ACRE

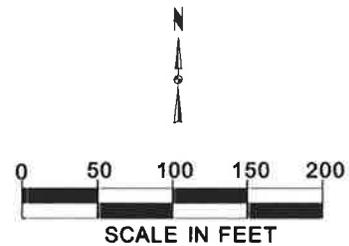
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EXISTING 16' DRAINAGE
EASEMENT WARRANTY
DEED BK. 447, PAGE 414

EXISTING PERMANENT
EASEMENT
DOC. 2008016185

BEARING - DISTANCE PARCEL CF 101			
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3 TO 4	N 00° 47' 35" W	7.31'	
4 TO 5	S 89° 14' 52" W	81.65'	
5 TO 6	S 00° 48' 23" E	2.88'	
6 TO 7	S 89° 23' 52" W	30.85'	
7 TO 8	N 00° 49' 16" W	13.57'	
8 TO 9	N 89° 11' 07" E	131.98'	
9 TO 2	S 00° 48' 45" E	18.30'	



TEMPORARY EASEMENT PLAT
TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 101
DEED HOLDER: CV Commercial 3 LLC
P.O. BOX 128
CEDAR FALLS, IOWA 50613

Item 36.

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CONTAINING 1662 SQUARE FEET OR 0.04 ACRE.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20__, by CV Commercial 3, LLC, an Iowa limited liability company, (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

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

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

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

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

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

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

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twelve (12) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the City Council of Grantee.

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

GRANTOR:
CV Commercial 3, LLC, an Iowa limited liability company

By: _____

Name: Brent Dahlstrom

Title: Manager

By: _____

Name: Ryan Kriener

Title: Manager

State of _____)

County of _____)

This record was acknowledged before me on the _____ day of _____, 20__, by _____, as _____ and _____, as _____ of _____.

Signature of notarial officer

Stamp

[_____]
Title of Office

[My commission expires: _____]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

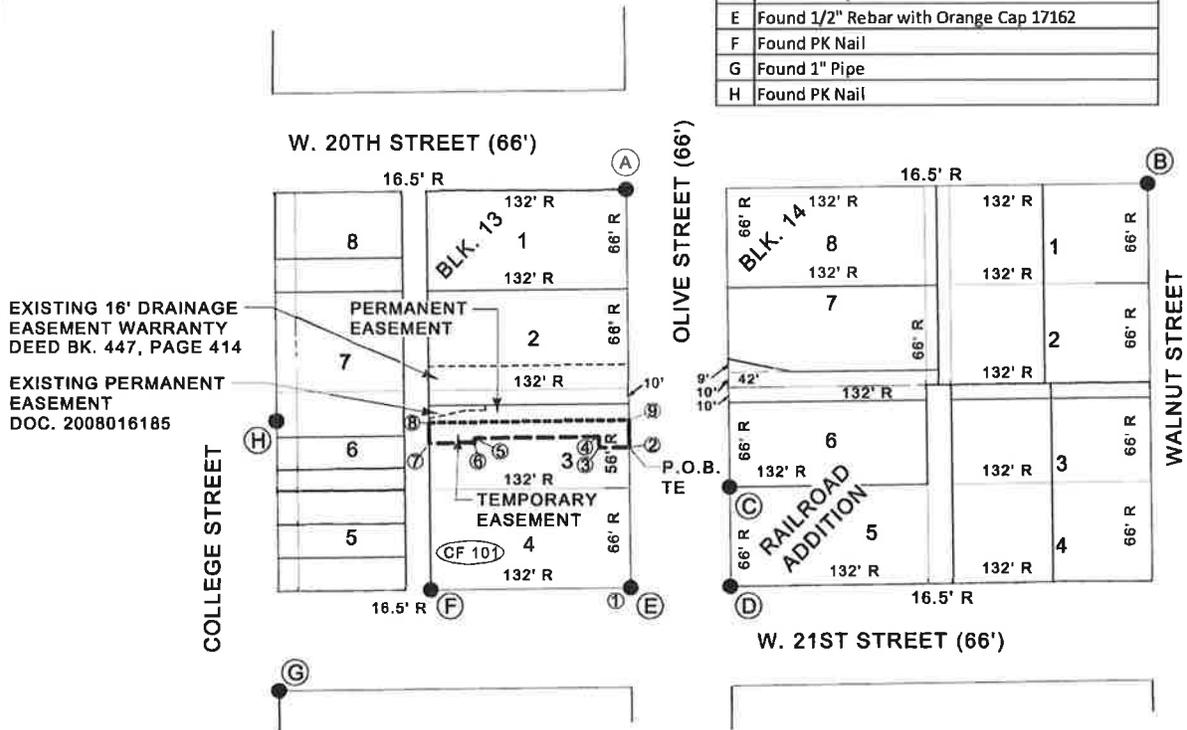
My Commission Expires:

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222,
WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT PLAT
TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 101
DEED HOLDER: CV Commercial 3 LLC
P.O. BOX 128
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT - 1662 SQUARE FEET OR 0.04 ACRE

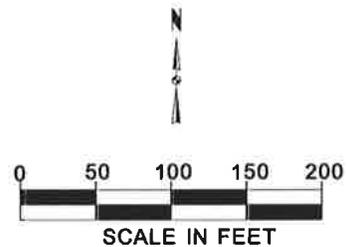
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EXISTING 16' DRAINAGE
EASEMENT WARRANTY
DEED BK. 447, PAGE 414

EXISTING PERMANENT
EASEMENT
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BEARING - DISTANCE PARCEL CF 101			
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TEMPORARY EASEMENT PLAT
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Item 36.

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CONTAINING 1662 SQUARE FEET OR 0.04 ACRE.

**WARRANTY DEED
(CORPORATE GRANTOR)
Recorder's Cover Sheet**

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

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

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

Grantors: CV Commercial 3, L.L.C.

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



**WARRANTY DEED
(CORPORATE GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, CV Commercial 3, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Acquisition Plat and Legal Description attached as Exhibit "A"

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 6/9/2022

CV Commercial 3, L.L.C., an Iowa limited liability company

By [Signature]
Brent Dahlstrom, Manager

By _____

By [Signature]
Ryan Kriener, Manager of CV Commercial 3, LLC, an Iowa limited liability company, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on June 9th, 2022, by Brent Dahlstrom, as Manager, of CV Commercial 3, L.L.C. a limited liability company.

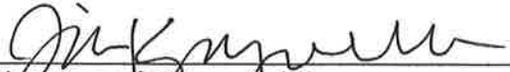


[Signature]
Signature of Notary Public

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on June 9th, 2022, by Ryan Kriener, Manager of CV Commercial 3, LLC, an Iowa limited liability company




Signature of Notary Public

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR**

TRANSFEROR:

Name: CV Commercial 3, L.L.C.

Address: PO Box 128, Cedar Falls, IA 50613

TRANSFeree:

Name: City of Cedar Falls, Iowa

Address: 220 Clay Street, Cedar Falls, IA 50613

Address of Property Transferred:

2017 Olive Street, Cedar Falls, Iowa 50613

Legal Description of Property: (Attach if necessary)

See Addendum attached

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.

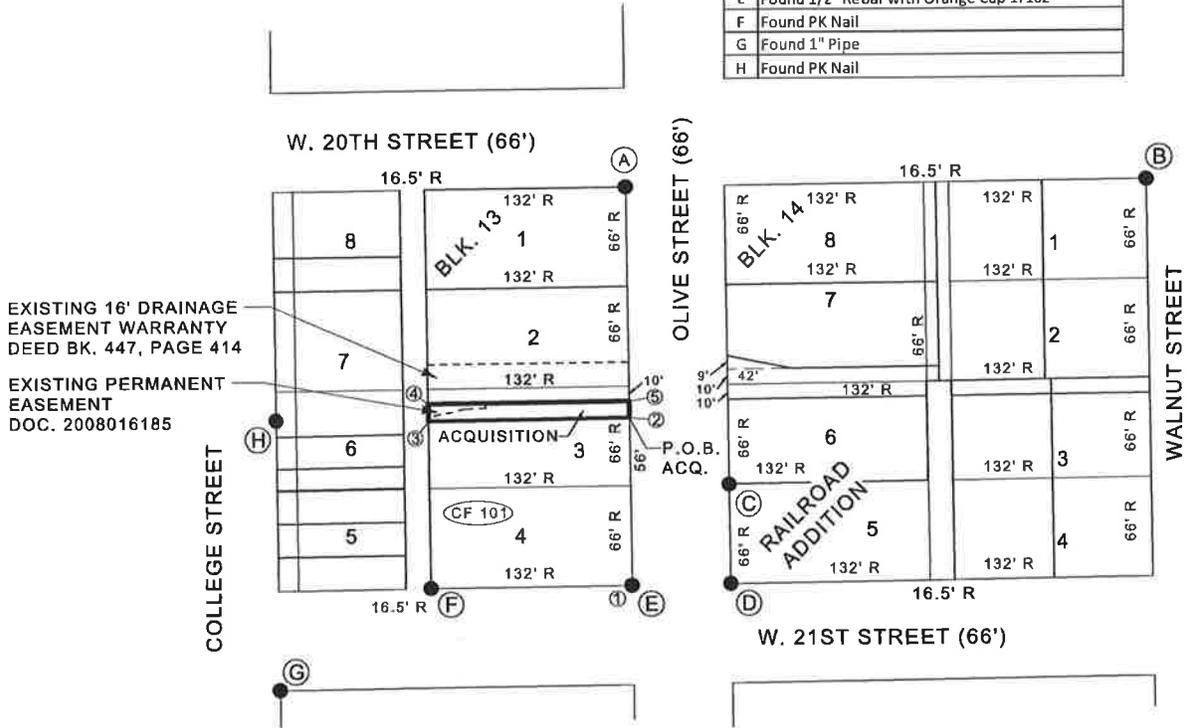
Signature: Ryan F. Kruener Telephone No.: 319-231-6585
(Transferor)

Index Legend	
Location:	Part of Lot 3, Block 13 of Railroad Addition, Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	CV Commercial 3 LLC
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

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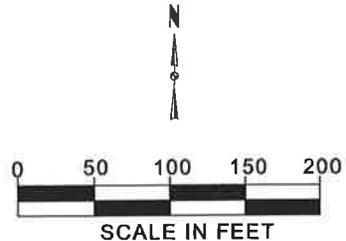
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5 TO 2	S 00° 48' 45" E	10.95'



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.
 Michael R. Fagle 3-17-2022
 MICHAEL R. FAGLE Date
 License number 8505
 My license renewal date is December 31, 2022
 Pages or sheets covered by this seal:
 SHEETS 1 AND 2 OF 2

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

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

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7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twelve (12) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the City Council of Grantee.

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

GRANTOR:
CV Commercial 3, LLC, an Iowa limited liability company

By: [Signature]

Name: Brent Dahlstrom

Title: Manager

By: [Signature]

Name: Ryan Kriener

Title: Manager

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 9th day of June, 2022, by Brent Dahlstrom, as Manager and Ryan Kriener, as manager of CV Commercial 3 LLC.



[Signature]
Signature of Notarial officer

Stamp

[_____] Title of Office

[My commission expires: 7/29/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires:

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222,
WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT

PROJECT PARCEL NO. CF 101

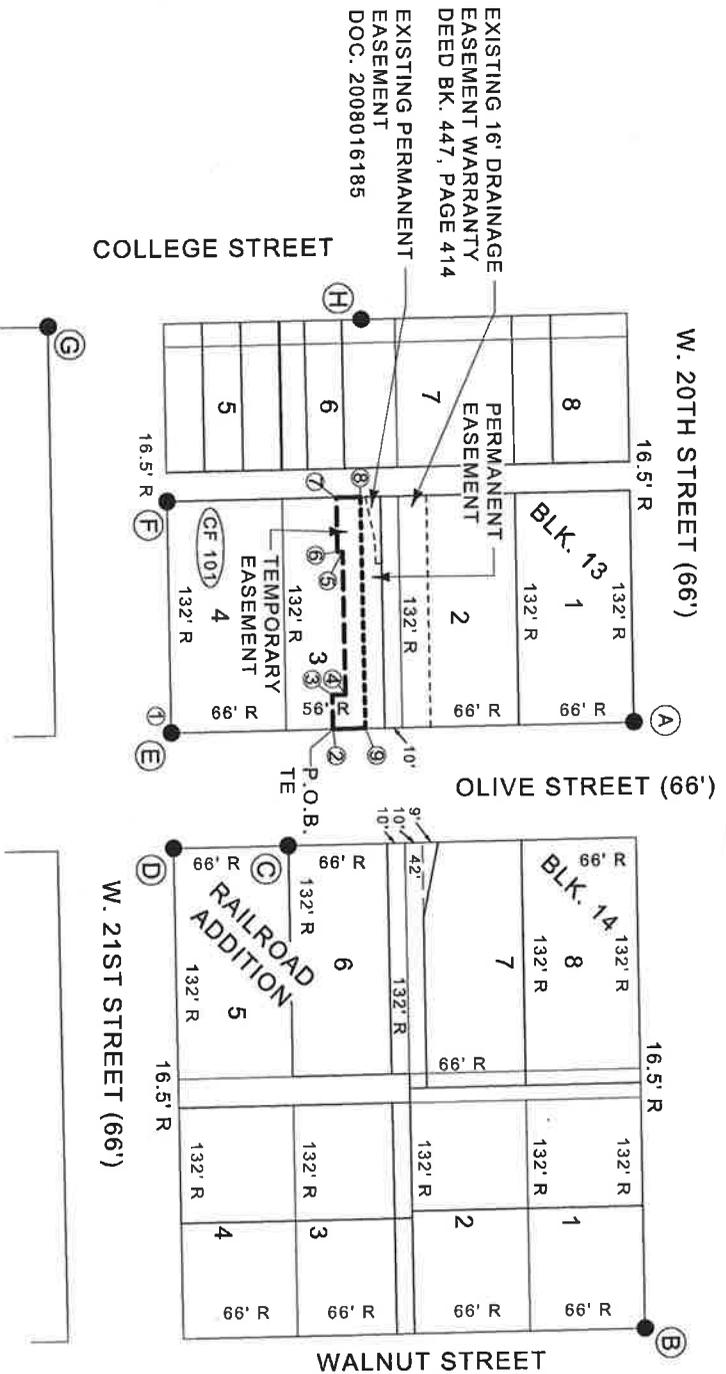
DEED HOLDER: CV Commercial 3 LLC

P.O. BOX 128

CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT - 1662 SQUARE FEET OR 0.04 ACRE

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



BEARING - DISTANCE PARCEL CF 101	
1 TO 2	N 00° 48' 45" W 93.09'
2 TO 3	S 89° 28' 05" W 19.48'
3 TO 4	N 00° 47' 35" W 7.31'
4 TO 5	S 89° 14' 52" W 81.65'
5 TO 6	S 00° 48' 23" E 2.88'
6 TO 7	S 89° 23' 52" W 30.85'
7 TO 8	N 00° 49' 16" W 13.57'
8 TO 9	N 89° 11' 07" E 131.98'
9 TO 2	S 00° 48' 45" E 18.30'



AECOM

R = RECORD DISTANCE

SHEET 1 OF 2

TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT

PROJECT PARCEL NO. CF 101

DEED HOLDER: CV Commercial 3 LLC

P.O. BOX 128

CEDAR FALLS, IOWA 50613

DESCRIPTION: TEMPORARY EASEMENT

A PARCEL OF LAND SITUATED IN PART OF LOT 3 OF BLOCK 13 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF SAID BLOCK 13; THENCE NORTH 00° (DEGREES) 48' (MINUTES) 45" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOTS 4 AND 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 93.09 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°28'05" WEST, 19.48 FEET; THENCE NORTH 00°47'35" WEST, 7.31' FEET; THENCE SOUTH 89°14'52" WEST, 81.65 FEET; THENCE SOUTH 00°48'23" EAST, 2.88 FEET; THENCE SOUTH 89°23'52" WEST, 30.85 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 00°49'16" WEST ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 13.57 FEET; THENCE NORTH 89°11'07" EAST, 131.98 FEET TO THE EAST LINE OF SAID LOT 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET; THENCE SOUTH 00°48'45" EAST ON THE EAST LINE OF SAID LOT 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 18.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 1662 SQUARE FEET OR 0.04 ACRE.

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 2009 Olive Street
Parcel Number: CF102

County Tax Parcel No: 8914-13-301-003
Project Name: Olive Street Box Culvert
Replacement

Project Number: BR-106-3215

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2022, by and between Karen B. Mukai, Trustee of the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014 (Contract Seller) and Dwayne Eilers II (Contract Buyer), Sellers, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Acquisition Plat (Exhibit A)
See Temporary Easement Plat (Exhibit B)

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

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

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 9,903.00	on possession and conveyance	60 days after Buyer approval
\$ 9,903.00*	TOTAL LUMP SUM * Rounded to nearest whole dollar	

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

Land by Fee Title	2508	sq. ft.	\$ 8,903.40
Underlying Fee Title		sq. ft.	\$ _____
Temporary Easement	878	sq. ft.	\$ 249.35
Permanent Easement		sq. ft.	\$ _____
Buildings			\$ _____
Severance Damages			\$ 750.00

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

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
NONE
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER: Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014, and Dwayne Eilers II, Contract Buyer

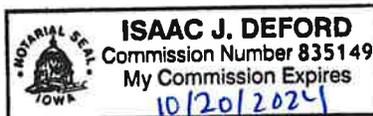
<u>Karen B. Mukai</u> <u>6-9-22</u> Karen B. Mukai, Trustee Date of the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014 State of <u>Iowa</u> County of <u>Black Hawk</u>	<u>Dwayne R. Eilers II</u> <u>6-8-22</u> Dwayne Eilers II, Contract Buyer Date
---	--

This record was acknowledged before me on the 9 day of June, 2022, by Karen B. Mukai, Trustee if the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014.

Isaac J. Deford
Signature of notarial officer

Isaac J. Deford
Printed name of notarial officer

10/20/2024
My commission expires



State of Iowa
County of Black Hawk

This record was acknowledged before me on the 8 day of June, 2022, by
Dwayne Eilers II, Contract Buyer.


Signature of notarial officer

Troy J. King
Printed name of notarial officer

May 5, 2025
My commission expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

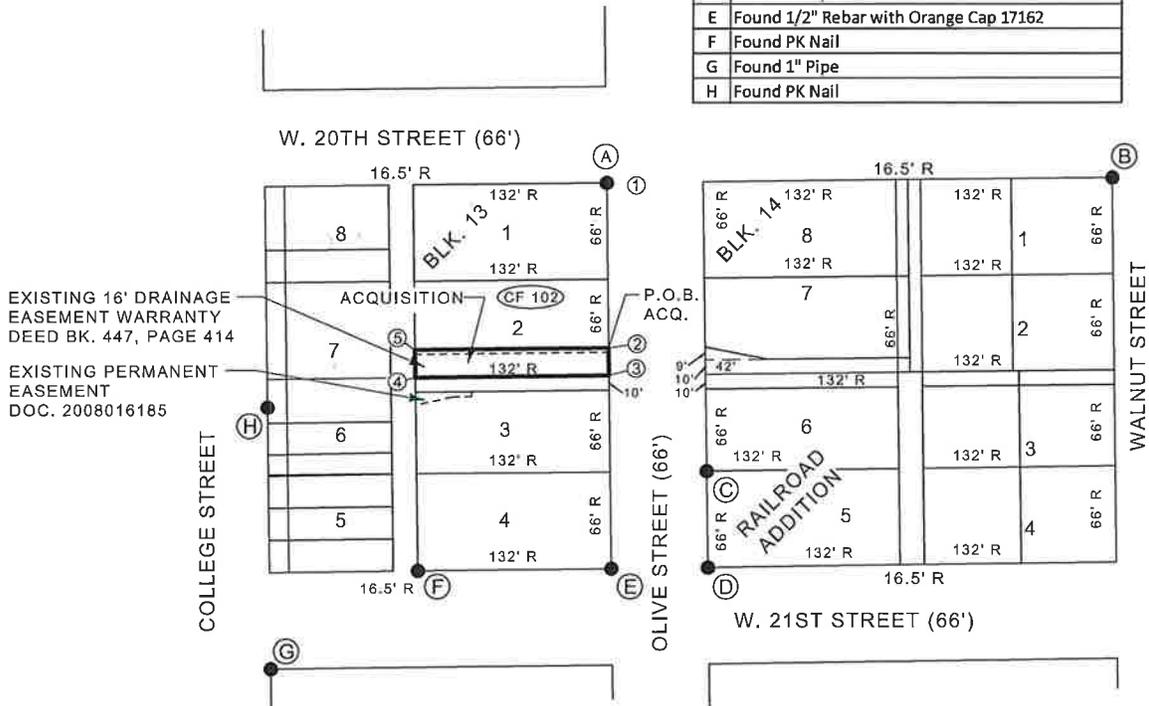
My Commission Expires:

Index Legend	
Location:	Part of Lot 2, Block 13 of Railroad Addition, Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Deed Holder Karen B. Mukai Trust
	Contract Buyer Dwayne Eilers
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

ACQUISITION PLAT
 ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 102
 DEED HOLDER: KAREN B. MUKAI TRUST
 CONTRACT BUYER: DWAYNE EILERS
 P.O. BOX 583
 WATERLOO, IOWA 50704

ACQUISITION - 2508 SQUARE FEET OR 0.06 ACRE

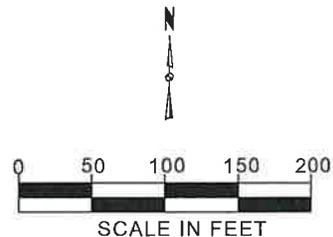
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EXISTING 16' DRAINAGE EASEMENT WARRANTY DEED BK. 447, PAGE 414

EXISTING PERMANENT EASEMENT DOC. 2008016185

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



R = RECORD DISTANCE



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

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

ACQUISITION PLAT

ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 102
DEED HOLDER: KAREN B. MUKAI TRUST
CONTRACT BUYER: DWAYNE EILERS
P.O. BOX 583
WATERLOO, IOWA 50704

DESCRIPTION: ACQUISITION

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

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

CONTAINING 2508 SQUARE FEET OR 0.06 ACRE.

PREPARED BY: MICHAEL R. FOGLE, AECOM, 501 SYCAMORE STREET, SUITE 222,
WATERLOO, IOWA, 50703, 319-232-6531

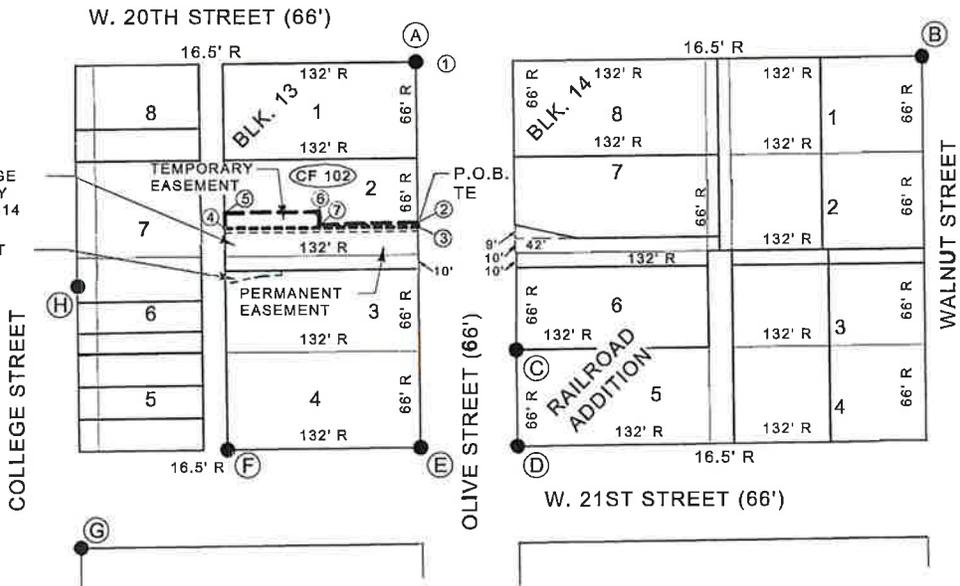
TEMPORARY EASEMENT PLAT
 TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 102
 DEED HOLDER: KAREN B. MUKAI TRUST
 CONTRACT BUYER: DWAYNE EILERS
 P.O. BOX 583
 WATERLOO, IOWA 50704

TEMPORARY EASEMENT - 878 SQUARE FEET OR 0.02 ACRE

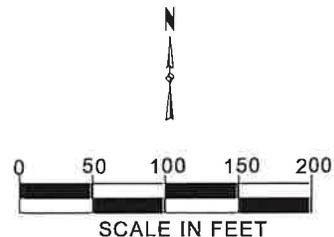
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EXISTING 16' DRAINAGE
EASEMENT WARRANTY
DEED BK. 447, PAGE 414

EXISTING PERMANENT
EASEMENT
DOC. 2008016185



BEARING - DISTANCE PARCEL CF 102		
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7 TO 2	N 88° 38' 10" E	67.88'



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TEMPORARY EASEMENT PLAT
TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 102
DEED HOLDER: KAREN B. MUKAI TRUST
CONTRACT BUYER: DWAYNE EILERS
P.O. BOX 583
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CONTAINING 878 SQUARE FEET OR 0.02 ACRE.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by Karen B. Mukai, Trustee of the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014 (Contract Seller) and Dwayne Eilers II (Contract Buyer), (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

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

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

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

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

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

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

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR:

Karen B. Mukai, Trustees of the Teru Mukai and Karen B. Mukai Revocable Trust Under Dwayne EilersII, Contract Buyer.

By: _____

Name: Karen B. Mukai

Title: Trustee

By: _____

Name: Dwayne Eilers II

Title: Contract Buyer

State of _____)

County of _____)

This record was acknowledged before me on the _____ day of _____, 20__, by _____, as _____ of _____.

Signature of notarial officer

Stamp

[_____]

Title of Office

[My commission expires: _____]

State of _____)

County of _____)

This record was acknowledged before me on the _____ day of _____,
20____, by _____, as _____ of
_____.

Signature of notarial officer

Stamp

[_____]

Title of Office

[My commission expires: _____]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
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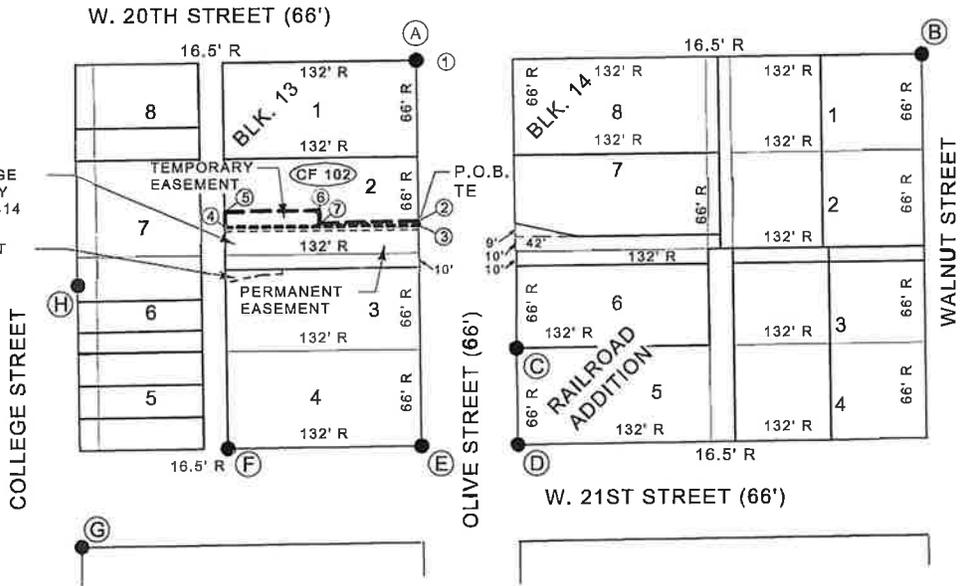
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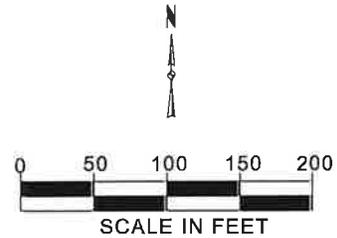
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This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by Karen B. Mukai, Trustee of the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014 (Contract Seller) and Dwayne Eilers II (Contract Buyer), (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

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

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

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being

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

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

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

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

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

GRANTOR:

Karen B. Mukai, Trustees of the Teru Mukai and Karen B. Mukai Revocable Trust Under Dwayne Eilers II, Contract Buyer. *Agreement Dated 11/14/2014 (Contract Seller) and*

By: *Karen B Mukai 6-9-22*

Name: Karen B. Mukai

Title: Trustee of the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014

By: *Dwayne Eilers II*

Name: Dwayne Eilers II

Title: Contract Buyer

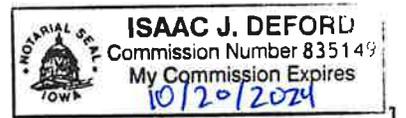
State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 9 day of June, 2022, by Karen B. Mukai, as Trustee of the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014

Isaac J. Deford
Signature of notarial officer

Stamp



Title of Office

[My commission expires: 10/20/2024]

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 8 day of June, 2022 by Dwayne Eilers II, as Contract Buyer of 2009 Olive Street, Cedar Falls, Iowa 50613.


Signature of notarial officer

Stamp



Title of Office

[My commission expires: May 5, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

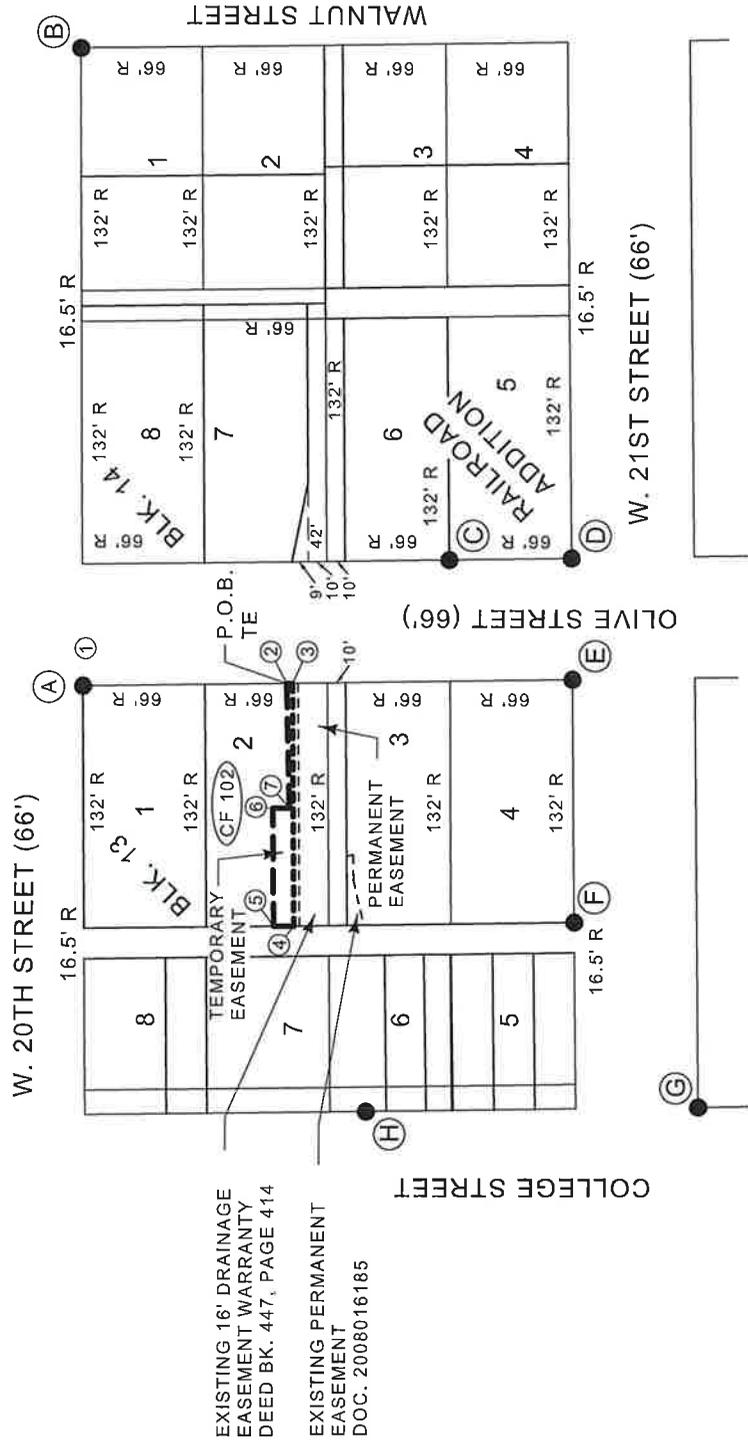
My Commission Expires:

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222,
WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT PLAT
 TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 102
 DEED HOLDER: KAREN B. MUKAI TRUST
 CONTRACT BUYER: DWAYNE EILERS
 P.O. BOX 583
 WATERLOO, IOWA 50704

TEMPORARY EASEMENT - 878 SQUARE FEET OR 0.02 ACRE

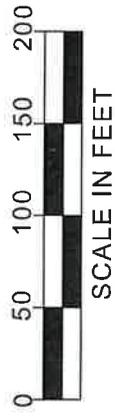
Property Pins Found	
A	Found 1" Pipe
B	Found Pin
C	Found Bent Rebar
D	Found 1" Pipe
E	Found 1/2" Rebar with Orange Cap 17162
F	Found PK Nail
G	Found 1" Pipe
H	Found PK Nail



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

EXISTING PERMANENT
EASEMENT
DOC. 2008016185

BEARING - DISTANCE PARCEL CF 102		
1 TO 2	S 00° 48' 45" E	110.34'
2 TO 3	S 00° 48' 45" E	3.00'
3 TO 4	S 89° 23' 42" W	131.98'
4 TO 5	N 00° 49' 16" W	11.00'
5 TO 6	N 89° 23' 42" E	64.14'
6 TO 7	S 00° 36' 08" E	8.90'
7 TO 2	N 88° 38' 10" E	67.88'



SCALE IN FEET

R = RECORD DISTANCE

TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 102
DEED HOLDER: KAREN B. MUKAI TRUST
CONTRACT BUYER: DWAYNE EILERS
P.O. BOX 583
WATERLOO, IOWA 50704

DESCRIPTION: TEMPORARY EASEMENT

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

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 13; THENCE SOUTH 00° (DEGREES) 48' (MINUTES) 45" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOTS 1 AND 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 110.34 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00° (DEGREES) 48' (MINUTES) 45" (SECONDS) EAST ON THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 3.00 FEET; THENCE SOUTH 89°23'42" WEST; 131.98 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°49'16" WEST ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 11.00 FEET; THENCE NORTH 89°23'42" EAST, 64.14 FEET; THENCE SOUTH 00°36'08" EAST, 8.90 FEET; THENCE NORTH 88°38'10" EAST, 67.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 878 SQUARE FEET OR 0.02 ACRE.

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 2010 Olive Street
Parcel Number: CF 103

County Tax Parcel No: 8914-13-302-009
Project Name: Olive Street Box Culvert
Replacement

Project Number: BR-106-3215

THIS OWNER PURCHASE AGREEMENT is entered into on this 25 day of May, 2020,
by and between Oak Tree Properties, LLC, an Iowa limited liability company, Seller, and the City of Cedar
Falls, Iowa, Buyer.

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

See Permanent Easement Plat (Exhibit A)
See Temporary Easement Plat (Exhibit B)

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

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

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ _____	on possession and conveyance	60 days after Buyer approval
\$ 1,100.00*	TOTAL LUMP SUM (* rounded to nearest whole dollar)	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	694	sq. ft.	_____	\$ 197.10
Permanent Easement	432	sq. ft.	_____	\$ 766.80
Buildings				\$ _____
Severance Damages				\$ 135.00

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

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

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
NONE
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:
OAK TREE PROPERTIES, LLC., an Iowa limited liability company

[Signature]
Michael N. Klemme, Owner/Managing Member

5-25-2022
Date

State of Iowa
County of Plymouth

This record was acknowledged before me on the 25 day of May, 2022, by Mike Klemme as owner of Oak Tree Properties, LLC

[Signature]
Signature of notarial officer
Jillian Klein
Printed name of notarial officer



My commission expires _____

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

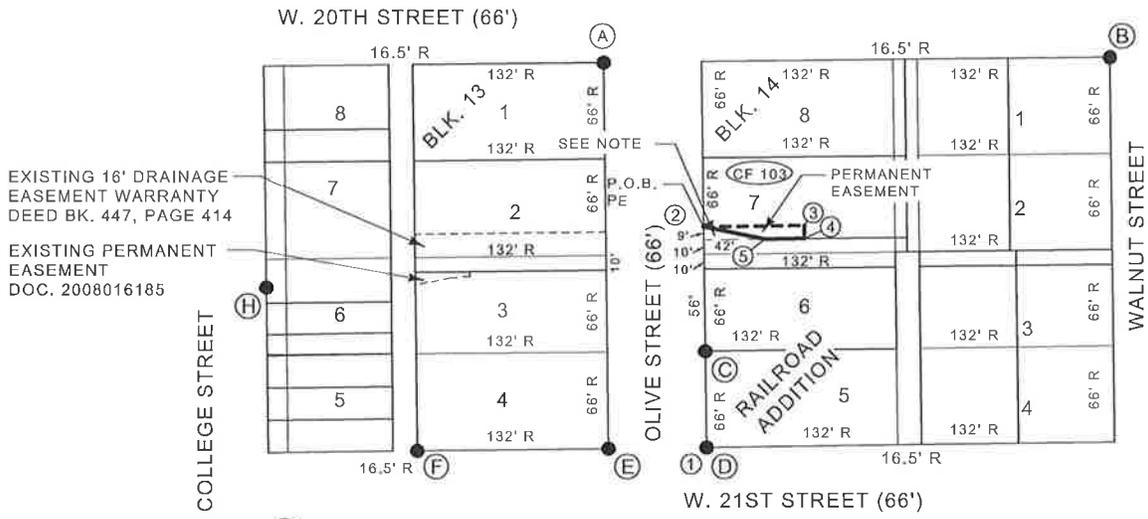
Index Legend	
Location:	Part of Lot 7, Block 14 of Railroad Addition, Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Oak Tree Properties LLC
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

PERMANENT EASEMENT PLAT
 PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 103
 OWNER: OAK TREE PROPERTIES LLC
 520 4TH STREET SW SUITE A
 LE MARS, IOWA 51031

PERMANENT EASEMENT - 432 SQUARE FEET OR 0.01 ACRE

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



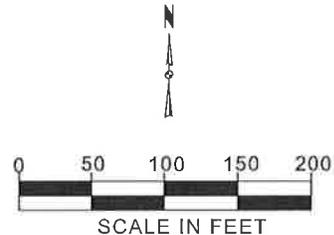
EXISTING 16' DRAINAGE EASEMENT WARRANTY DEED BK. 447, PAGE 414

EXISTING PERMANENT EASEMENT DOC. 2008016185

NOTE:
 PARCEL LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301

BEARING - DISTANCE PARCEL CF 103			
1 TO 2	N 00° 49' 06" W	151.31'	151.00' RECORD
2 TO 3	N 89° 21' 13" E	68.98'	
3 TO 4	S 00° 48' 41" E	9.00'	
4 TO 5	S 89° 21' 13" W	26.97'	
5 TO 2	N 78° 33' 33" W	42.98'	

R = RECORD DISTANCE



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Michael R. Fagle 3-24-2022
 MICHAEL R. FAGLE Date
 License number 8505
 My license renewal date is December 31, 2022
 Pages or sheets covered by this seal:
 SHEETS 1 AND 2 OF 2

PERMANENT EASEMENT PLAT
PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 103
OWNER: OAK TREE PROPERTIES LLC
520 4TH STREET SW SUITE A
LE MARS, IOWA 51031

DESCRIPTION: PERMANENT EASEMENT

A PARCEL OF LAND SITUATED IN PART OF LOT 7 OF BLOCK 14 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 14; THENCE NORTH 00° (DEGREES) 49' (MINUTES) 06" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF LOTS 5, 6 AND 7 OF SAID BLOCK 14 , ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 151.31 FEET (151.00 FEET RECORD) TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89°21'13" EAST, 68.98 FEET; THENCE SOUTH 00°48'41" EAST, 9.00 FEET TO THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7; THENCE SOUTH 89°21'13" WEST ON THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7, A DISTANCE OF 26.97 FEET TO A POINT THAT IS 42.00 FEET WEST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 78°33'33" WEST ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, A DISTANCE OF 42.98 FEET TO THE POINT OF BEGINNING.

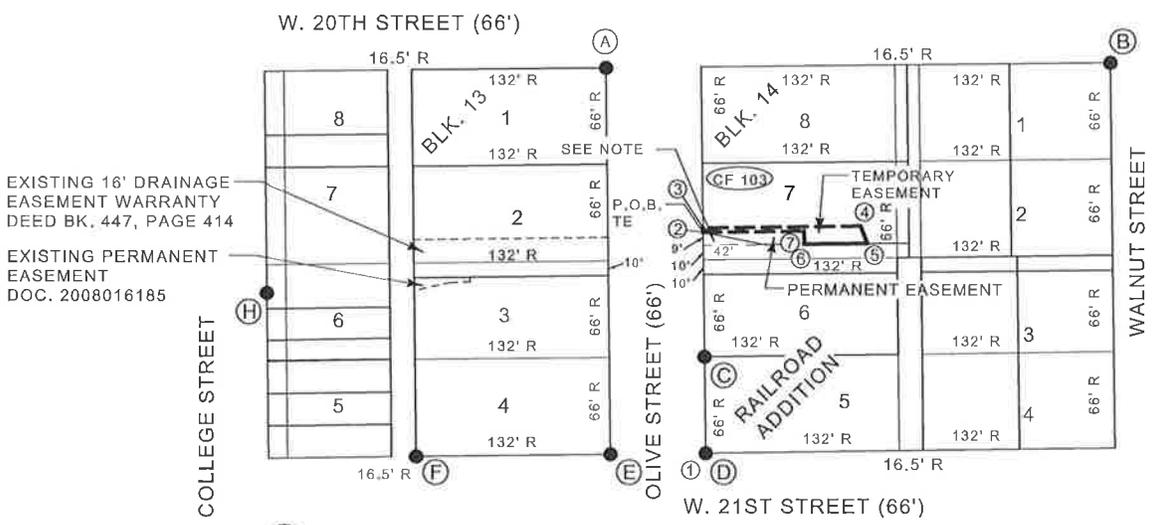
CONTAINING 432 SQUARE FEET OR 0.01 ACRE.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222,
WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT PLAT
 TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 103
 OWNER: OAK TREE PROPERTIES LLC
 520 4TH STREET SW SUITE A
 LE MARS, IOWA 51031

TEMPORARY EASEMENT - 694 SQUARE FEET OR 0.02 ACRE

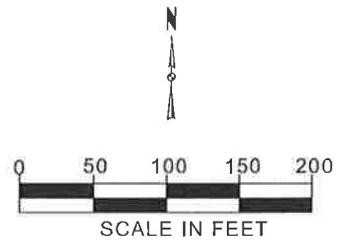
Property Pins Found	
A	Found 1" Pipe
B	Found Pin
C	Found Bent Rebar
D	Found 1" Pipe
E	Found 1/2" Rebar with Orange Cap 17162
F	Found PK Nail
G	Found 1" Pipe
H	Found PK Nail



EXISTING 16' DRAINAGE EASEMENT WARRANTY DEED BK. 447, PAGE 414
 EXISTING PERMANENT EASEMENT DOC. 2008016185

NOTE:
 PARCEL LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301

BEARING - DISTANCE PARCEL CF 103			
1 TO 2	N 00° 49' 06" W	151.31'	151.00' RECORD
2 TO 3	N 00° 49' 06" W	3.00'	
3 TO 4	N 89° 21' 13" E	107.32'	
4 TO 5	S 20° 45' 25" E	12.79'	
5 TO 6	S 89° 21' 13" W	42.71'	
6 TO 7	N 00° 48' 41" W	9.00'	
7 TO 2	S 89° 21' 13" W	68.98'	



R = RECORD DISTANCE



TEMPORARY EASEMENT PLAT
TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 103
OWNER: OAK TREE PROPERTIES LLC
520 4TH STREET SW SUITE A
LE MARS, IOWA 51031

DESCRIPTION: TEMPORARY EASEMENT

A PARCEL OF LAND SITUATED IN PART OF LOT 7 OF BLOCK 14 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 14; THENCE NORTH 00° (DEGREES) 49' (MINUTES) 06" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF LOTS 5, 6 AND 7 OF SAID BLOCK 14, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 151.31 FEET (151.00 FEET RECORD) TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 00°49'06" WEST ON THE WEST LINE OF LOT 7 OF SAID BLOCK 14, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 3.00 FEET; THENCE NORTH 89°21'13" EAST, 107.32 FEET; THENCE SOUTH 20°45'25" EAST, 12.79 FEET TO THE NORTH LINE OF THE SOUTH 10.00 FEET OF LOT 7 OF SAID BLOCK 14; THENCE SOUTH 89°21'13" WEST ON THE NORTH LINE OF THE SOUTH 10.00 FEET OF LOT 7 OF SAID BLOCK 14, A DISTANCE OF 42.71 FEET; THENCE NORTH 00°48'41" WEST, 9.00 FEET; THENCE SOUTH 89°21'13" WEST, 68.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 694 SQUARE FEET OR 0.02 ACRE.

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

Preparer Information: ProSource Technologies, LLC 225 2nd St. SE, Suite 210, Cedar Rapids, Iowa 52401

PUBLIC UTILITY EASEMENT AGREEMENT

Oak Tree Properties, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Exhibit A Plat and Legal Description Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements: **any and all public utilities, including, but not limited to, water, electrical, sanitary sewer, storm sewer, communications.**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements

located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. 8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Public Utility Easement Agreement on this 25 day of May, 2022

OAK TREE PROPERTIES, LLC, an Iowa limited liability company

By: [Signature] 5-25-2022
Michael N. Klemme Its: Owner/Managing Member Date

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

This record was acknowledged before me on this 25th day of May, 2022, by Mike Klemme as owner of Oak Tree Properties, LLC



[Signature]
Notary Public in and for the State of Iowa

ACCEPTANCE OF PUBLIC UTILITY EASEMENT AGREEMENT

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

Dated this _____ day of _____, 20__.

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC, City Clerk

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20__.

Notary Public in and for the State of Iowa

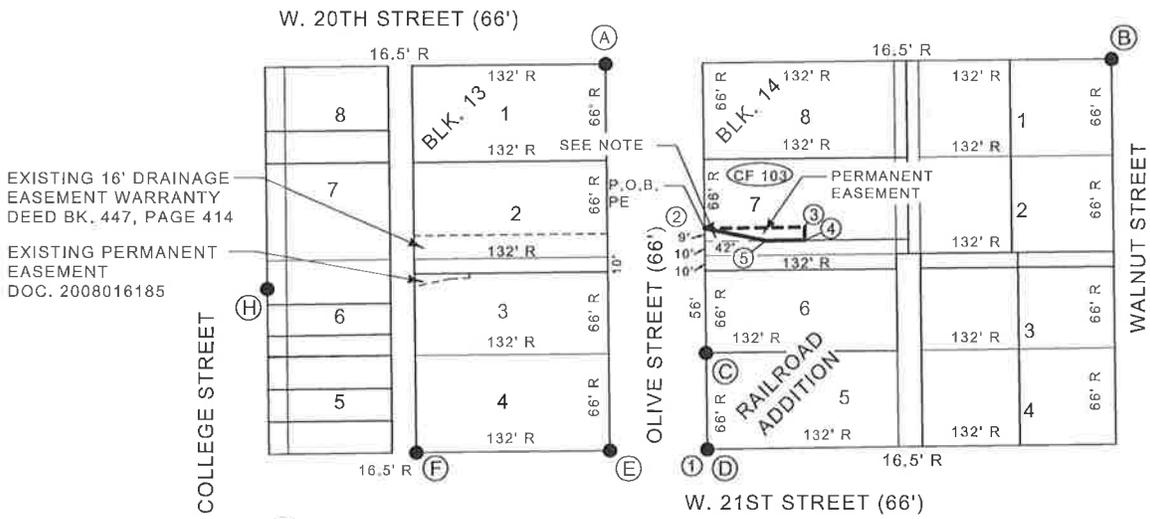
Index Legend	
Location:	Part of Lot 7, Block 14 of Railroad Addition, Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Oak Tree Properties LLC
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

PERMANENT EASEMENT PLAT
 PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 103
 OWNER: OAK TREE PROPERTIES LLC
 520 4TH STREET SW SUITE A
 LE MARS, IOWA 51031

PERMANENT EASEMENT - 432 SQUARE FEET OR 0.01 ACRE

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



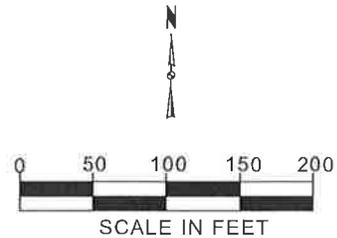
EXISTING 16' DRAINAGE EASEMENT WARRANTY DEED BK. 447, PAGE 414

EXISTING PERMANENT EASEMENT DOC. 2008016185

NOTE:
 PARCEL LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301

BEARING - DISTANCE PARCEL CF 103			
1 TO 2	N 00° 49' 06" W	151.31'	151.00' RECORD
2 TO 3	N 89° 21' 13" E	68.98'	
3 TO 4	S 00° 48' 41" E	9.00'	
4 TO 5	S 89° 21' 13" W	26.97'	
5 TO 2	N 78° 33' 33" W	42.98'	

R = RECORD DISTANCE



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Michael R. Fagle 3-24-2022
 Date

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

PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 103
OWNER: OAK TREE PROPERTIES LLC
520 4TH STREET SW SUITE A
LE MARS, IOWA 51031

DESCRIPTION: PERMANENT EASEMENT

A PARCEL OF LAND SITUATED IN PART OF LOT 7 OF BLOCK 14 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 14; THENCE NORTH 00° (DEGREES) 49' (MINUTES) 06" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF LOTS 5, 6 AND 7 OF SAID BLOCK 14 , ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 151.31 FEET (151.00 FEET RECORD) TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89°21'13" EAST, 68.98 FEET; THENCE SOUTH 00°48'41" EAST, 9.00 FEET TO THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7; THENCE SOUTH 89°21'13" WEST ON THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7, A DISTANCE OF 26.97 FEET TO A POINT THAT IS 42.00 FEET WEST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 78°33'33" WEST ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, A DISTANCE OF 42.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 432 SQUARE FEET OR 0.01 ACRE.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 25 day of May, 2022 by Oak Tree Properties, LLC, an Iowa limited liability company ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

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

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

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

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

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

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

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the City Council of Grantee.

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

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

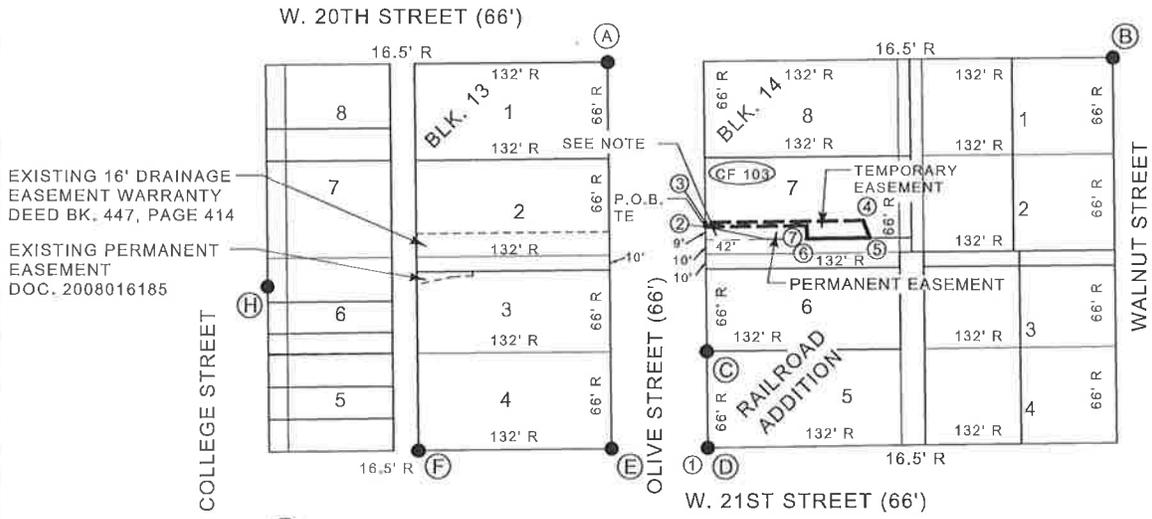
My Commission Expires:

PREPARED BY: MICHAEL R. FOGLE, AECOM, 501 SYCAMORE STREET, SUITE 222,
WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT PLAT
 TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 OLIVE STREET BOX CULVERT
 PROJECT PARCEL NO. CF 103
 OWNER: OAK TREE PROPERTIES LLC
 520 4TH STREET SW SUITE A
 LE MARS, IOWA 51031

TEMPORARY EASEMENT - 694 SQUARE FEET OR 0.02 ACRE

Property Pins Found	
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B	Found Pin
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E	Found 1/2" Rebar with Orange Cap 17162
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G	Found 1" Pipe
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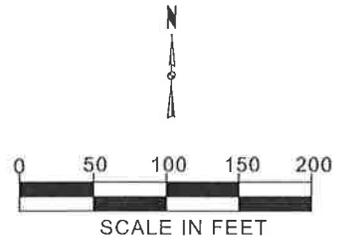


EXISTING 16' DRAINAGE EASEMENT WARRANTY DEED BK. 447, PAGE 414

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3 TO 4	N 89° 21' 13" E	107.32'	
4 TO 5	S 20° 45' 25" E	12.79'	
5 TO 6	S 89° 21' 13" W	42.71'	
6 TO 7	N 00° 48' 41" W	9.00'	
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TEMPORARY EASEMENT PLAT
TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
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CONTAINING 694 SQUARE FEET OR 0.02 ACRE.



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 13, 2022

SUBJECT: Olive Street Box Culvert Replacement Project
 City Project Number: BR-106-3215
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Olive Street Box Culvert Replacement Project.

We recommend setting Tuesday, July 5, 2022 at 7:00 p.m. as the date and time for the public hearing on this project, and Friday, July 22, 2022 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Friday, June 24, 2022. The Plans and Specifications will be ready for distribution to contractors on Friday, June 24, 2022, allowing for four (4) weeks of review before contract letting.

This project consists of removing the existing structurally deficient bridge on Olive Street and extending the College Street Box Culvert through to Olive Street. The Pettersen Plaza will be extended over the top of the new box culvert. Project will also include realignment of sanitary sewer and street related work adjacent to the box culvert on Olive Street.

The total estimated cost for the construction of this project is \$2,205,932.61. The project will be funded by General Obligation Bonds and Tax Increment Financing.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Olive Street Box Culvert Replacement Project.

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

OLIVE STREET BOX CULVERT REPLACEMENT UNIVERSITY BRANCH OF DRY RUN CREEK CITY PROJECT NO. BR-106-3215 AECOM PROJECT NO. 60623997 CITY OF CEDAR FALLS, IOWA



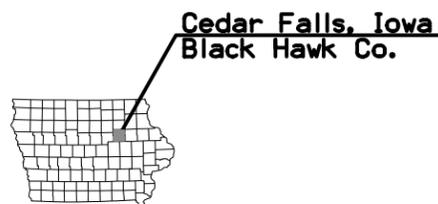
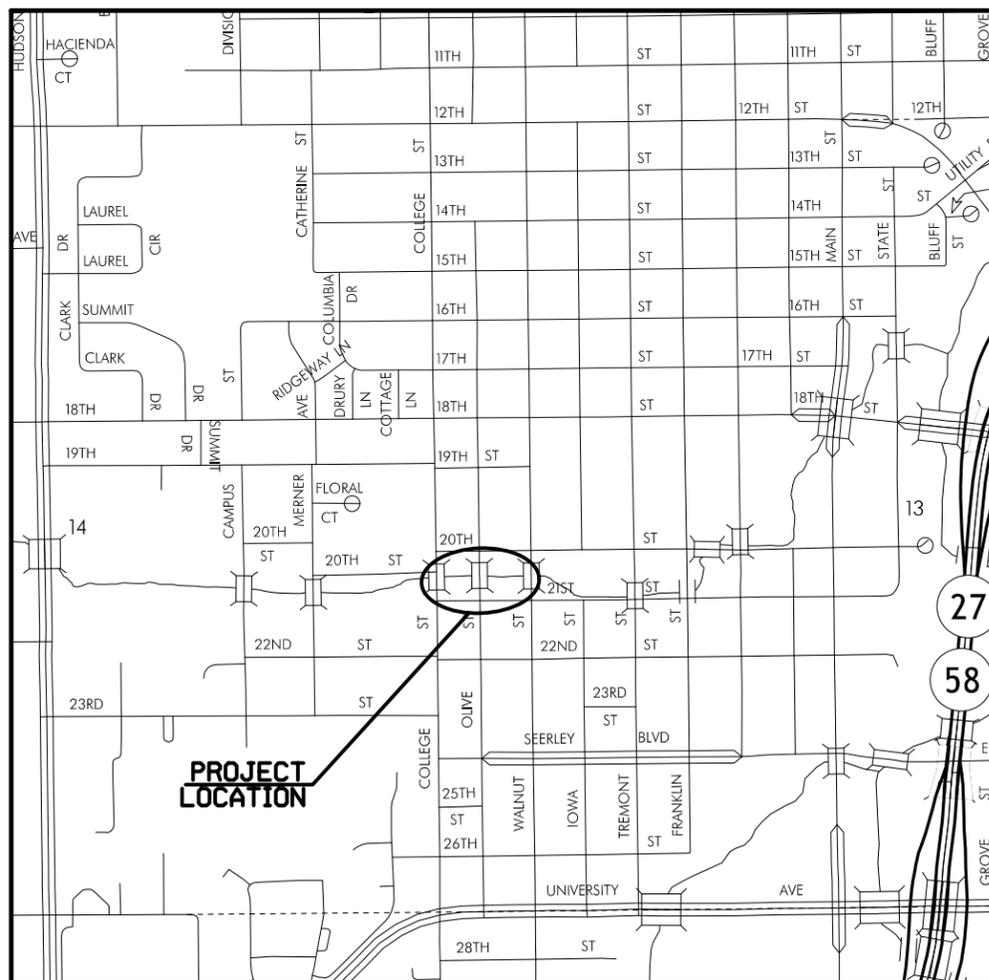
The City of Cedar Falls has adopted the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as the City's Standard Specifications. This Standard Specification is amended by the "City of Cedar Falls Supplemental Specifications" to the 2019 edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL.

SCALES: As Noted

JUNE 2022

MILEAGE SUMMARY		
	105-1	09-27-94
Location	Lin. Ft.	Miles
OLIVE STA. 1+37.50 TO STA. 2+887.53	150.03	.03

CITY OF CEDAR FALLS



INDEX OF SHEETS	
Sheet No.	Description
A.01	Title Sheet, Location Sheet
B.01	Typical Details
C.01-C.06	Estimated Quantities, Estimate Reference, General Notes, Tabulations
D.01-D.04	Plan and Profile Sheets, Removals
EC.01	Erosion Control Sheets
G.01	Horizontal Alignments
H.01	ROW Sheet
I.00-I.12	Landscaping
L.01-L.03	PAVING GRADES
M.01-M.02	Storm Plan and Profile
MWM.01	Water Main and Sanitary Sewer
V.1-V.18	Culvert Details
W.1-I.5	Cross Sections

DATE	Item 37.	CHK	REV	DESCRIPTION	DRN	DES	CHK	APP
------	----------	-----	-----	-------------	-----	-----	-----	-----

AECOM

501 Sycamore Street, Suite 222
Waterloo, Iowa 50703
T 319.232.6531 F 319.232.0271
WWW.AECOM.COM

CITY OF CEDAR FALLS, IOWA
MAYOR
ROB GREEN
COUNCIL PERSONS
GILL SCHULTZ
SUSAN DEBUHR
DARYL KRUSE
SIMON HARDING
DUSTIN GANFIELD
KELLY DUNN
DAVE SIRES

CITY ENGINEER
DAVID WICKE, PE

CITY ADMINISTRATOR
RON GAINES, PE

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
A.1	Michelle Sweeney	Primary Signature Block
V.1	Audra Rogers	Structural

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.

Signature: Michelle M. Sweeney Date: 6/8/2022

Printed or Typed Name: MICHELLE M. SWEENEY

My license renewal date is December 31, 2021

Pages or sheets covered by this seal: A.01, B.01, C.01-C.06, D.01-D.04, EC.01, G.01, H.01, I.00-I.12, L.01-L.03, M.01-M.02, MWM.01, W.1-I.5

CITY ENGINEER OF CEDAR FALLS, IOWA
DATE

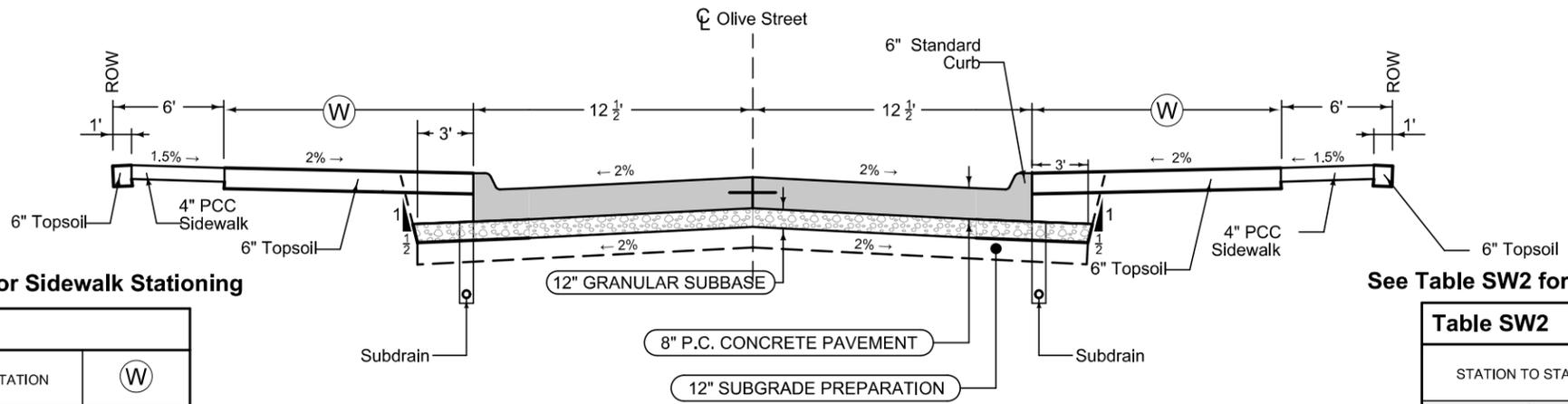
City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement

TITLE SHEET

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	553

A.01

Typical Olive Street Roadway Cross-Section



See Table SW1 for Sidewalk Stationing

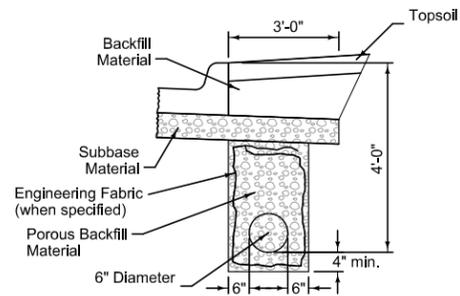
Table SW1		
STATION TO STATION		(W)
1+77.43	1+90.37	14.5' to 16.5'
1+90.37	3+50.32	14.5'

See Table SW2 for Sidewalk Stationing

Table SW2		
STATION TO STATION		(W)
1+50.54	2+87.53	14.5'

See Table C_S1 for Roadway Stationing

Table C_S1	
STATION TO STATION	
1+37.5	2+87.53



Subdrain Detail

NOTES

- CENTER JOINT SHALL BE "L" JOINT
- TRANSVERSE JOINT TYPE SHALL BE "CD" WITH MAX SPACING AT 15 FEET.
- TRANSITIONS FROM TYPICAL CROSS SECTION TO EXISTING PAVEMENT AND CURB AND GUTTER WILL BE COMPLETED WITH IN 5-10 FEET.

Item 37.	DATE
	DRN CHK
	DESCRIPTION
	REV
	APP
	CHK
	DES
	DRN

AECOM
 501 Sycamore Street, Suite 222
 Waterloo, Iowa 50703
 T 319.232.6531 F 319.232.0271
 WWW.AECOM.COM

City of Cedar Falls, Iowa
 Olive St. Box Culvert Replacement
DETAILS

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	554

PROJECT DESCRIPTION

This project is for removal and replacement of existing culvert under Olive St in Cedar Falls Iowa

**ESTIMATED PROJECT QUANTITIES
(1 DIVISION PROJECT)**

Item No.	Item Code	Item	Unit	Total	As Built Qty.
1	2010	CLEARING AND GRUBBING	UNITS	170	
2	DOT 2104	EXCAVATION, CLASS 10, CHANNEL	CY	171.4	
3	2010	EXCAVATION, CLASS 10, ROADWAY	CY	195	
4	2010	EXCAVATION, CLASS 20	CY	2494.1	
5	2010	REMOVALS, STRUCTURAL BASES	EACH	3	
6	2010	SUBBASE, GRANULAR	SY	520	
7	DOT 2115	SUBBASE, MODIFIED	CY	37.8	
8	2010	SUBGRADE PREPARATION, 12 IN.	SY	520	
9	2010	SUBGRADE TREATMENT, GEOGRID	SY	100	
10	2010	TOPSOIL, ONSITE	CY	150	
11	2010	TOPSOIL, OFFSITE	CY	50	
12	DOT 2107	SPECIAL BACKFILL FOR BLANKET AND SUBDRAIN	CY	1182.1	
13	DOT 2210	MACADAM STONE BASE	TON	515	
14	DOT 2401	REMOVAL OF EXISTING STRUCTURES	LS	2	
15	DOT 2402	EXCAVATION, CLASS 20	CY	2494.1	
16	DOT 2402	EXCAVATION, CLASS 23, BOULDERS, CONCRETE RIP RAP, GABION	CY	50	
17	DOT 2402	SPECIAL BACKFILL	TON	625.9	
18	DOT 2402	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	1182.1	
19	DOT 2403	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	42.5	
20	DOT 2403	STRUCTURAL CONCRETE (RCB CULVERT)	CY	60.7	
21	DOT 2404	REINFORCING STEEL	LB	15079	
22	DOT 2414	STRUCTURAL STEEL PEDESTRIAN HAND RAILING	LF	88	
23	DOT 2415	PRECAST CONCRETE BOX CULVERT, 14 FT X 6 FT (UNITS SIDE X SIDE = TWIN WIDTH)	LF	228	
24	DOT 2415	PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT X 6 FT	EACH	1	
25	DOT 2415	SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT. X 6 FT.	EACH	1	
26	DOT 2506	FLOWABLE MORTAR	CY	429.2	
27	DOT 2507	ENGINEERING FABRIC	SY	416	
28	DOT 2518	SAFETY CLOSURE	EACH	4	
29	DOT 2518	SAFETY FENCING	LF	800	
30	DOT 2523	ELECTRICAL CIRCUITS	LF	320	
31	DOT 2523	LIGHT POLE REMOVAL	EACH	1	
32	DOT 2523	TYPE 1 LIGHTING POLES	EACH	6	
33	DOT 2524	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	2	
34	DOT 2524	TYPE A SIGNS, REMOVAL AND REINSTALL	EACH	5	
35	11020	MOBILIZATION	LS	1	
36	DOT 2602	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	
37	DOT 2602	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	
38	DOT 2602	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	
39	DOT 2602	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	
40	DOT 2602	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	
41	DOT 2602	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	
42	DOT 2602	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	250	
43	DOT 2602	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	250	
44	DOT 2602	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	500	
45	DOT 2602	ROLLED EROSION CONTROL PRODUCT, TYPE II	SQ	62	
46	3010	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50	
47	4020	REMOVAL OF SANITARY SEWER, LESS THAN 36 IN.	LF	50	
48	4020	SANITARY ABANDONMENT, PLUG AND FILL, LESS THAN 36 IN.	LF	246	
49	4020	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	99	
50	4020	SANITARY SEWER, TRENCHED, TRUSS, 8 IN.	LF	10	
51	4020	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	58	
52	4020	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	76	
53	4020	STORM SEWER, TRENCHED, HDPE, 6 IN.	LF	34	
54	4040	SUBDRAIN OUTLETS AND CONNECTIONS, EXISTING SUBDRAIN, 6 IN.	EACH	4	
55	4040	SUBDRAIN OUTLETS AND CONNECTIONS, PER PLAN, 6 IN.	EACH	6	
56	4040	SUBDRAIN, TYPE S, 6 IN.	LF	1217	
57	5010	FITTINGS BY COUNT, DUCTILE IRON, 8 IN TO 4 IN, REDUCER	EACH	2	
58	5010	FITTINGS BY COUNT, DUCTILE IRON, 8 IN, 45° ELBOW	EACH	4	
59	5010	FITTINGS BY COUNT, DUCTILE IRON, 4 IN, 90° ELBOW	EACH	4	
60	5010	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED	LF	40	
61	5010	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED	LF	110	
62	5010	WATER SERVICE STUB, COPPER, 3/4 IN	LF	59.7	
63	5020	VALVE, GATE, DIP, 8 IN	EACH	2	
64	6010	ADJUSTMENT OF EXISTING MANHOLE OR INTAKE, MAJOR	EACH	1	
65	6010	INTAKE, SW-507	EACH	3	
66	6010	INTAKE, SW-513 (36"X36")	EACH	2	
67	6010	MANHOLE, SW-401, 48 IN.	EACH	1	
68	6010	INTAKE, NYLOPLAST HEAVY DUTY 3' X 3' GRATE	EACH	1	

**ESTIMATED PROJECT QUANTITIES
(1 DIVISION PROJECT)**

Item No.	Item Code	Item	Unit	Total	As Built Qty.
69	6010	REMOVALS, MANHOLE OR INTAKE	EACH	1	
70	6010	SANITARY SEWER, MANHOLE, SW-301, 48 IN.	EACH	1	
71	7010	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	416.8	
72	7010	CURB AND GUTTER	LF	36	
73	7030	DETECTABLE WARNINGS, CAST IRON	SF	10	
74	7030	DRIVEWAYS, PCC, 6 IN.	SY	104.6	
75	7030	PCC SIDEWALK, PCC, 4 IN.	SY	179.6	
76	7030	PCC SIDEWALK, PCC, 6 IN.	SY	3.8	
77	7030	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	914	
78	7040	REMOVAL OF CURB AND GUTTER	LF	36	
79	7040	REMOVAL OF PAVEMENT	SY	421.4	
80	7040	SAWCUT FOR REMOVALS	LF	123.8	
81	8010	HANDHOLES AND JUNCTION BOXES	EACH	1	
82	8030	TRAFFIC CONTROL	LS	1	
83	9010	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	ACRE	2	
84	9010	TEMPORARY HYDRO-SEEDING TYPE 4	ACRE	2	
85	9010	WATERING	MGAL	100	
86	DOT 2507	RETVEMENT, CLASS E	TON	317	
87	9080	HANDRAILING, REMOVAL AND REINSTALLATION	LF	18	
88	9080	REMOVAL OF HANDRAILING	LF	155	
89	9060	VINYL FENCE, 72 IN.	LF	185	
90	9060	VINYL GATE, 72 IN.	EACH	1	
91	10010	DEMOLITION, HOUSE	LS	1	
92	11050	CONCRETE WASHOUT	LS	1	
93	DOT 2501	TEMPORARY SHORING	LS	1	
94	9030	LANDSCAPING	LS	1	
95	7030	LANDSCAPE PAVERS	SF	7860	
96	7030	LANDSCAPE PAVERS REMOVE AND REPLACE	SF	50	
97	DOT 2304	TEMPORARY PAVEMENT, 6 IN.	SY	225	

ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
1	2010	CLEARING AND GRUBBING FOR REMOVAL OF BRUSH, TREES AND STUMPS OF VARIOUS DIAMETERS OVER AN AREA OF APPROXIMATELY 0.25 ACRE. PAID BY UNITS.
2	DOT 2104	EXCAVATION, CLASS 10, CHANNEL THIS ITEM IS FOR EXCAVATION OF THE CHANNEL IN THE REVETMENT AREAS AT A DEPTH OF 2 FEET. TOTAL CUT VOLUME IS 171.4 CY. IF PUMP DIVERSION OF WATER FLOW IS NECESSARY IT SHALL BE CONSIDERED INCIDENTAL TO THIS PAY ITEM. SEE V-SHEETS.
3	2010	EXCAVATION, CLASS 10, ROADWAY NO MEASUREMENT WILL BE MADE OF THIS ITEM PAYMENT WILL BE PLAN QUANTITY. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED ON THIS PROJCT, BUT SHALL BE CONSIDERED INCIDENTAL TO THE ITEM OF EXCAVATION. THIS ITEM IS TO INCLUDE REMOVAL AND LEGAL DISPOSAL OF ANY WASTE MATERIALS ENCOUNTERED DURING CONSTRUCTION.
5	2010	REMOVALS, STRUCTURAL BASES SEE DETAIL D-SHEETS FOR EXISTING BASES. PAY ITEM INCLUDES REMOVAL OF EXISTING 3 ART BASES.
6	2010	SUBBASE, GRANULAR SEE B-SHEETS FOR LOCATIONS AND DETAILS. QUANTITY IS BASED ON 2 FEET BEYOND BACK OF CURB. COMPLY WITH THE IOWA DOT SPECIFICATIONS. 4121. ITEM MAY BE VIRGIN AGGREGATE.
7	DOT 2115	SUBBASE, MODIFIED SEE V-SHEETS FOR LOCATION AND DEPTH. COMPLY WITH THE IOWA DOT SPECIFICATIONS. 4121. ITEM MAY BE VIRGIN AGGREGATE.
8	2010	SUBGRADE PREPARATION, 12 IN. SEE B-SHEETS.
9	2010	SUBGRADE TREATMENT, GEOGRID QUANTITY IS ESTIMATED, ACTUAL QUANTITY TO BE DETERMINED IN THE FIELD. THIS ITEM SHALL ONLY BE USED WHEN UNSTABLE SUBGRADE MATERIAL IS ENCOUNTERED DURING CONSTRUCTION AND UPON APPROVAL OF ENGINEER. DO NOT DRIVE EQUIPMENT AND OR VEHICLES ON THE EXPOSED GEOGRID UNTIL THE FULL SPECIFIED THICKNESS OF MODIFIED SUBBASE IS PLACED OVER THE GEOGRID. GEOGRID ON I AND V SHEETS SHALL BE INCIDENTAL TO BOX CULVERT AND LANDSCAPE PAVERS BID ITEMS.
10-11	2010 2010	TOPSOIL, ONSITE TOPSOIL, OFFSITE TOPSOIL TO BE PLACED ON ALL AREAS AS SHOWN ON TYPICAL CROSS SECTION SHEETS B.01 AND IN LANDSCAPE PLAN AT A DEPTH OF SIX INCHES AT THE TIME OF PLACING. THIS ITEM WILL BE PAID AS A FILL QUANTITY IN PLACE (NO ADJUSTMENTS FOR SHRINKAGE). SEE ALSO GENERAL NOTE 28. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR 'EARTH SHOULDER CONSTRUCTION' OR 'EARTH SHOULDER FINISHING'. FINISH GRADING BEHIND THE CURB SHALL BE INCIDENTAL TO TOPSOIL PLACEMENT. MATERIAL SHALL NOT HAVE SOD OR GRASS IN IT AND SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
12-13	DOT 2107 DOT 2210	SPECIAL BACKFILL FOR BLANKET AND SUBDRAIN MACADAM STONE BASE SEE V-SHEETS
14	DOT 2401	REMOVAL OF EXISTING STRUCTURES SEE DETAIL V-SHEETS FOR EXISTING CULVERT STRUCTURE PLAN. PAY ITEM INCLUDES REMOVAL OF EXISTING SIDEWALK BRIDGE, RETAINING WALLS AND HANDRAILS.
15-27	DOT 2401 DOT 2402 DOT 2402 DOT 2402 DOT 2403 DOT 2403 DOT 2404 DOT 2414 DOT 2415 DOT 2415 DOT 2415 DOT 2506	EXCAVATION, CLASS 20 EXCAVATION, CLASS 23, BOULDERS, CONCRETE RIP RAP, GABION SPECIAL BACKFILL COMPACTION WITH MOISTURE CONTROL (STRUCTURES) STRUCTURAL CONCRETE (MISCELLANEOUS) STRUCTURAL CONCRETE (RCB CULVERT) REINFORCING STEEL STRUCTURAL STEEL PEDESTRIAN HAND RAILING PRECAST CONCRETE BOX CULVERT, 14 FT X 6 FT (UNITS SIDE X SIDE = TWIN WIDTH) PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT X 6 FT SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT. X 6FT. FLOWABLE MORTAR ENGINEERING FABRIC SEE V-SHEETS FOR ADDITIONAL INFORMATION.
28-29	DOT 2518 DOT 2518	SAFETY CLOSURE SAFETY FENCING SEE C-SHEETS
30	DOT 2523	ELECTRICAL CIRCUITS SEE SHEETS I.00, I.02 AND I.03.
32	DOT 2523	TYPE 1 LIGHTING POLES SEE I-SHEETS FOR TYPICAL DETAILS. SEE L-SHEETS FOR STATION, OFFSET AND ELEVATION.
34	DOT 2524	TYPE A SIGNS, REMOVAL AND REINSTALL REFER TO THE B-SHEETS FOR INSTALLATION DETAILS. THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE IOWA DOT STANDARD SPECIFICATIONS SECTION 2524. MATERIAL SHALL COMPLY WITH THE IOWA DOT STANDARD SPECIFICATIONS SECTION 4186.
35	11020	MOBILIZATION

ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
		THIS ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 11020. INCLUDES MOBILIZATION AND DEMOBILIZATION FOR GENERAL CONTRACTOR AND ALL SUBCONTRACTORS. ANY ITEMS OF WORK SHOWN ON THE PLANS FOR WHICH THE CONTRACTOR BELIEVES ARE NOT ADEQUATELY COVERED BY INDIVIDUAL PAY ITEMS IN THE CONTRACT DOCUMENTS SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE FOR MOBILIZATION.
42-44	DOT 2602 DOT 2602 DOT 2602	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE CONTRACTOR SHALL CLEAN EACH SEDIMENT FILTER BASIN AFTER EACH SIGNIFICANT RAINFALL EVENT OR AS DIRECTED BY THE ENGINEER. CLEANING SHALL INCLUDE, BUT NOT BE LIMITED TO. REMOVAL OF ACCUMULATED SILT AND ANY OTHER DEBRIS DEPOSITED BY THE FLOW OF STORM WATER THROUGH HE SEDIMENT FILTER. PAYMENT SHALL BE ON PER EACH BASIS AND SHALL INCLUDE THE AREA FROM THE GUTTER TO THE CENTERLINE OF THE ROADWAY AS NEEDED TO REMOVED ACCUMULATED SILT AND DEBRIS. ACCUMULATED SILT AND DEBRIS SHALL BE HAULED FROM THE CONSTRUCTION SITE AND DISPOSED OF LEGALLY.
45	DOT 2602	ROLLED EROSION CONTROL PRODUCT, TYPE II REFER TO EC-SHEETS FOR LOCATION.
47	4020	REMOVAL OF SANITARY SEWER, LESS THAN 36 IN. REFER TO C-SHEETS AND MWM-SHEETS FOR REMOVAL LOCATIONS. ITEM INCLUDES DISPOSAL OF MATERIAL OFFSITE.
48-49	4020 4020	SANITARY ABANDONMENT, PLUG AND FILL, LESS THAN 36 IN. REMOVAL OF STORM SEWER, LESS THAN 36 IN. REFER TO C-SHEETS AND MWM-SHEETS FOR REMOVAL LOCATIONS.
50	4020	SANITARY SEWER, TRENCHED, TRUSS, 8 IN. MAINLINE PIPE SHALL BE PVC TRUSS PIPE SHALL CONFORM TO SUDAS 4020.
51-53	4020 4020 4020	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN. STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN. STORM SEWER, TRENCHED, HDPE, 6 IN. SEE C-SHEETS AND SUPPLEMENTAL SPECIFICATIONS. PIPES SHALL BE BACKFILLED WITH 1 IN. CLEAN MATERIAL, INCIDENTAL TO THE PIPE. RCP PIPE TO BE BACKFILLED PER SUDAS CLASS R-3, UNLESS OTHERWISE SPECIFIED BY THE ENGINEER.
54-56	4040 4040 4040	SUBDRAIN OUTLETS AND CONNECTIONS, EXISTING SUBDRAIN, 6 IN. SUBDRAIN OUTLETS AND CONNECTIONS, PER PLAN, 6 IN. SUBDRAIN, TYPE S, 6 IN. REFER TO SUDAS SECTION 4040. REFER TO B-SHEETS AND TYPICAL DETAILS FOR DETAILS.
57-63	5010 5010 5010 5010 5010 5020	FITTINGS BY COUNT, DUCTILE IRON, 8 IN TO 4 IN, REDUCER FITTINGS BY COUNT, DUCTILE IRON, 8 IN, 45° ELBOW FITTINGS BY COUNT, DUCTILE IRON, 4 IN, 90° ELBOW WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED WATER SERVICE STUB, COPPER, 3/4 IN VALVE, GATE, DIP, 8 IN AS PER SUDAS DIVISION 5 AND CITY SUPPLEMENTAL SPECIFICATIONS TO SUDAS. MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARDS OF THE CEDAR FALLS MUNICIPAL WATER UTILITY ON FILE WITH DEPARTMENT OF NATURAL RESOURCES, THE IOWA STANDARDS FOR WATER SUPPLY DISTRIBUTION SYSTEMS AND THE TEN STATE STANDARDS. CONTRACTOR SHALL VERIFY THESE REQUIREMENTS PRIOR TO BIDDING ON THIS PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WATER MAIN SHUT DOWNS WITH ANY AFFECTED CUSTOMERS TO MINIMIZE SERVICE DISRUPTION. SHUT DOWNS MAY HAVE TO BE COMPLETED DURING OFF HOURS DEPENDING ON THE NEEDS OF THE AFFECTED CUSTOMERS. NO ADDITIONAL COMPENSATION WILL BE PROVIDED WILL BE PROVIDED TO THE CONTRACTOR FOR THIS WORK. SEE B-SHEETS AND M-SHEETS FOR LOCATIONS.
64	6010	ADJUSTMENT OF EXISTING MANHOLE OR INTAKE, MAJOR SEE C-SHEETS AND MWM-SHEETS FOR LOCATIONS.
65-66	6010 6010	INTAKE, SW-507 INTAKE, SW-513 (36"X36") REFER TO B-SHEETS FOR DETAILS. THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE SUDAS STANDARD SPECIFICATIONS SECTION 6010. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING FIELD CONDITIONS AND DIMENSIONS PRIOR TO CASTING OF STRUCTURES. "NPDES COMPLIANCE "CASTINGS SHALL BE "STAMPED" TO PRODUCE RAISED LETTERING WITH "DUMP NO WASTE - DRAINS TO RIVER" OR SIMILAR MESSAGE ASSURING COMPLIANCE.
67	6010	MANHOLE, SW-401, 48 IN. REFER TO SUDAS SECTION 6010, C-SHEETS AND M-SHEETS FOR LOCATIONS. ADJUSTMENT RINGS ARE NOT ALLOWED. NO SHIMS ARE ALLOWED FOR TOP ADJUSTMENT FORMS ONLY.
68	6010	INTAKE, NYLOPLAST HEAVY DUTY 3' X 3' GRATE REFER TO M-SHEETS FOR LOCATION.
69	6010	REMOVALS, MANHOLE OR INTAKE SEE C-SHEETS AND MWM-SHEETS. CASTINGS NOT TO BE REUSED. CASTINGS WHICH ARE IN REUSABLE CONDITION SHALL REMAIN CITY PROPERTY AND SHALL BE DELIVERED BY THE CONTRACTOR TO PUBLIC WORKS STOCKPILE AT 309 E. 4TH STREET. CASTINGS THAT ARE NO LONGER IN REUSABLE CONDITION SHALL BE DELIVERED TO THE SALVAGE AREA BEHIND THE CEDAR FALLS TRANSFER STATION AT 16TH STREET AND STATE STREET.
70	6010	SANITARY SEWER, MANHOLE, SW-301, 48 IN. REFER TO SUDAS SECTION 6010, C-SHEETS AND M-SHEETS FOR LOCATIONS.

ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
71-72	7010 7010	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN. CURB AND GUTTER COARSE AGGREGATE FOR PCC CONCRETE SHALL BE CLASS 3 DURABILITY. ESTIMATED QUANTITY FOR NEW PC CONCRETE INCLUDES INTEGRAL CURB, ALL STREET RETURNS, SPECIAL AREAS AND AREAS OF REPAIRS TO CONNECTING PAVEMENT. ALL SAW CUTS REQUIRED FOR NEW PCC CONCRETE JOINTS SHALL BE INCIDENTAL TO THE COST PER SQUARE YARD OF NEW PAVEMENT AND SHALL BE WET SAWN AS PER STANDARD SPECIFICATION SECTION 7010-3.02J2. THIS SHALL ALSO INCLUDE REMOVAL OF WET SAWN RESIDUE ON THE ENTIRE STREET SURFACE BY WASHING DOWN THE STREET SURFACE AFTER WET SAWING. CONCRETE SLURRY SHALL BE COLLECTED AND DISPOSED OF BY THE CONTRACTOR. CONCRETE SAWED AND SEALED AS PER DETAIL "D-2" OF SUDAS SECTION 7010.101 (PV-101) (LONGITUDINAL CONTRACTION). THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION. CERTIFIED PLANT INSPECTION SHALL BE AS PER SUDAS SECTION 7010-3.08A. THE AIR CONTENT BEFORE THE PAVER SHALL BE 8.0% PLUS OR MINUS 2.0% AS PER SUDAS SECTION 7010-2.02B2. AT THE CONTRACTORS OPTION, THE TIME FOR OPENING PAVEMENT MAY BE DETERMINED THROUGH THE USE OF THE MATURITY METHOD AS DESCRIBED IN THE SUDAS SECTION 7010-3.05 AND MATERIALS I.M. 383. OLIVE STREET PAVEMENT SMOOTHNESS SHALL MEET THE REQUIREMENTS OF SUDAS SECTION 7010-1.08C2. PROFILOGRAPH TESTING AND EVALUATION TO BE PERFORMED BY THE CONTRACTOR. THERE WILL BE NO SMOOTHNESS INCENTIVE PAYMENT. GRINDING MAY BE REQUIRED TO MEET THE SMOOTHNESS SPECIFICATION. NO FLY ASH AFTER OCT. 15 UNLESS APPROVED BY ENGINEER.
73	7030	DETECTABLE WARNINGS, CAST IRON SEE SUDAS SECTION 7030. SEE C-SHEETS FOR LOCATIONS.
74	7030	DRIVEWAYS, PCC, 6 IN. SEE C-SHEETS AND B-SHEETS. COARSE AGGREGATE FOR PC CONCRETE SHALL BE CLASS 3 DURABILITY. PC CONCRETE SHALL BE "C" MIX. SEAL ALL EXPANSION JOINTS. SEALING OF ALL EXPANSION JOINTS SHALL BE CONSIDERED INCIDENTAL TO THE BID ITEM. CURING COMPOUND SHALL BE REQUIRED.
75-76	7030 7030	PCC SIDEWALK, PCC, 4 IN. PCC SIDEWALK, PCC, 6 IN. REFER TO THE C-SHEETS AND S-SHEETS FOR LOCATIONS. COARSE AGGREGATE FOR PC CONCRETE SHALL BE CLASS 3 DURABILITY. PC CONCRETE SHALL BE "C" MIX. SEAL ALL EXPANSION JOINTS. SEALING OF ALL EXPANSION JOINTS SHALL BE CONSIDERED INCIDENTAL TO THE BID ITEM. CURING COMPOUND SHALL BE REQUIRED.
77	7030	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY SEE C-SHEETS AND R-SHEETS FOR LOCATIONS. IF REMOVAL LIMITS ARE WITH IN 2' OF EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY DAMAGED PAVEMENT BEYOND THE REMOVAL LIMITS AT NO COST TO THE OWNER.
78-79	7040 7040	REMOVAL OF CURB AND GUTTER REMOVAL OF PAVEMENT SEE GENERAL NOTES. REFER TO R-SHEETS FOR LOCATIONS. APPROXIMATE THICKNESS IS 8" PCC AND 3" ASPHALT. REFER TO SUDAS SECTION 7040-1.08-H, ACC SURFACING TO BE STOCKPILED AT THE LAKE STREET LOCATION. SEE MAP A.01 FOR LOCATION. REMOVAL OF ANY ASPHALT SHALL BE DONE IN A SEPARATE OPERATION AND MATERIAL IS TO STAY CITY PROPERTY AND BE DELIVERED TO LAKE STREET LOCATION
82	8030	TRAFFIC CONTROL SUDAS SECTION 1070 PART 2-2.06. CONTRACTOR MAY REQUEST TO USE DIFFERENT TRAFFIC CONTROL PLAN WHICH WILL BE REVIEWED AND APPROVED BY THE ENGINEER. OLIVE TO BE CLOSED FROM W 20TH ST TO W 21ST ST AND CLOOEGE SHALL REMAIN OPEN TO TRAFFIC. SIDEWALK CLOSURES ARE INCIDENTAL TO THIS BID ITME. ALLEYS SHALL REMAIN OPEN FOR USE BUT CONTRACTOR MAY USE PARKING LOT ON NORTH SIDE OF BOX CULVERT. CONTRACTOR MAY UTILIZE THE CITY PROPERTY AT HOUSE DEMOLITION SITE FOR STOCKPILE MATERIAL.
83	9010	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING SEE SUDAS SECTION 9010.305. CLEAN UP SHALL BE DONE ACCORDING TO SUDAS SECTION 3010.309. HYDRAULIC SEEDING SHOULD BE USED UNDER ANY AREA WITH RECP.
86	DPT 2507	REVTMENT, CLASS E SEE V-SHEETS
89-90	9060 9060	VINYL FENCE, 72 IN. VINYL GATE, 72 IN. REFER TO I-SHEETS FOR DETAILS AND LOCATIONS.
91	10010	DEMOLITION, HOUSE DEMOLITION SHALL INCLUDE REMOVAL OF THE RESIDENTIAL PROPERTY AT 2016 OLIVE STREET PER IOWA SUDAS 1010. ASBESTOS HAS BEEN REMOVED.
93	DOT 2501	TEMPORARY SHORING SEE SPECIAL PROVISIONS.
94-95	9030 7030	LANDSCAPING LANDSCAPE PAVERS SEE I-SHEETS AND PROJECT SPECIFICATIONS.
96	7030	LANDSCAPE PAVERS REMOVE AND REPLACE ALL MATERIALS AND LABOR NECESSARY TO COMPLETE THIS ITEM WILL BE CONSIDERED INCIDENTAL TO THIS ITEM. PAVERS SHALL BE CAREFULLY REMOVED AND PROTECTED FROM DAMAGE.

INDEX OF TABULATIONS

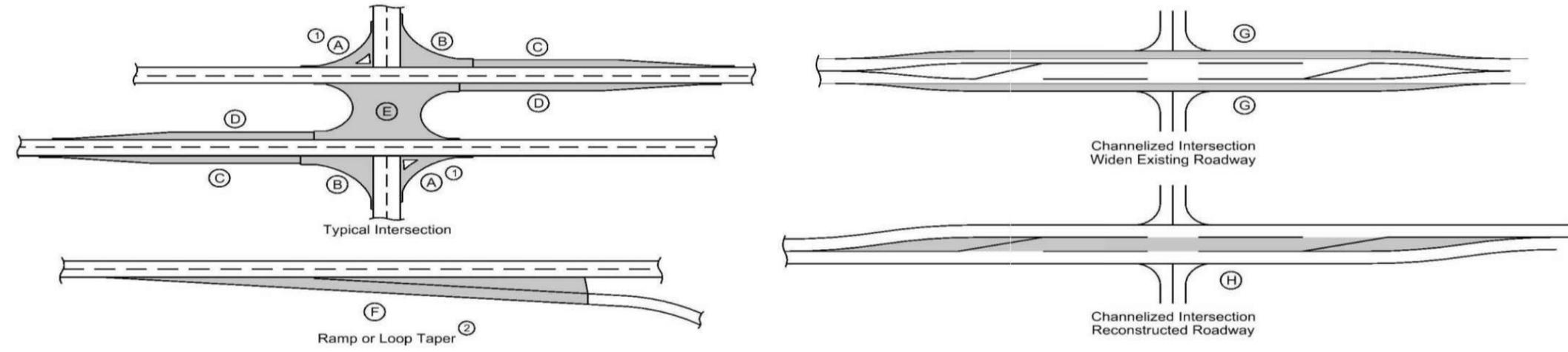
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STANDARD ROAD PLANS

The following Standard Road Plans apply to construction work on this project.

Number	Date	Title
CEDAR FALLS		
CFD.01		SUBDRAIN OUTLET STRUCTURE
CFD.02		TYPICAL SUBDRAIN TRENCH
CFD.04		SEDIMENT INTAKE FILTER
CFD.05		SQUARE TUBING POST AND SIGN
A142		THRUST BLOCK INSTALLATION
IOWA SUDAS		
3010.101	04-17-18	TRENCH BEDDING AND BACKFILL ZONES
3010.102	04-20-21	RIGID GRAVITY PIPE
3010.103	04-20-21	FLEXIBLE GRAVITY PIPE TRENCH BEDDING
3010.104	04-20-21	PRESSURE PIPE TRENCH BEDDING
3010.901	10-21-14	SEWER PIPE SUPPORT OVER EXISTING UTILITY LINE
4010.201	04-21-20	SANITARY SEWER SERVICE STUB
5010.102	10-18-16	TRACER SYSTEM
5010.901	10-21-14	MINIMUM CLEARANCE BETWEEN WATER SERVICE AND STRUCTURE
6010.301	04-20-21	CIRCULAR SANITARY SEWER MANHOLE
6010.401	04-20-21	CIRCULAR STORM SEWER MANHOLE
6010.507	04-21-20	SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX
6010.513	04-21-20	OPEN-SIDED AREA INTAKE
7010.101	04-21-20	JOINTS
7010.102	04-21-20	PCC CURB DETAILS
7010.103	04-21-20	MANHOLE BOXOUTS IN PCC PAVEMENT
7030.101	04-20-15	CONCRETE DRIVEWAY, TYPE A
7030.103	10-20-15	DRIVEWAY GRADING
7030.201	10-20-15	CLASSES OF SIDEWALK
7030.206	10-16-12	CURB RAMPS OUTSIDE OF INTERSECTION RADIUS
7030.210	10-16-12	DETECTABLE WARNING PLACEMENT
8030.101	10-17-17	TEMPORARY TRAFFIC CONTROL GENERAL INFORMATION
8030.102	10-17-17	WORK OFF OF PAVEMENT WITH MINOR ENCROACHMENT ONTO TRAVELED WAY
8030.116	10-17-17	STREET OR ROAD CLOSURE
9040.102	10-17-17	ROLLED EROSION PRODUCT (RECP) INSTALLATION ON SLOPES
9040.105	10-21-14	WATTLE

PCC PAVEMENT



- ① Does not include raised island area or curb. Refer to tabulation 112-4 for quantities.
- ② Refer to PV-410, PV-411, PV-412, and PV-414.
- ③ Quantity includes Pavement Header.

Road Identification	Location		Mainline			Area ③								Total Area By Pavement Thickness		Special Backfill	Modified Subbase	Granular Subbase	Remarks
	Direction of Travel	Station to Station	Width	Length	Area	A ①	B	C	D	E	F ②	G	H	SY					
														9 IN	10 IN				
Olive St.	NB	1+37.50	2+87.53	12.5	150.0	208.4									208.4				
Olive St.	SB	1+37.50	2+87.53	12.5	150.0	208.4									208.4				
Total														416.8					

ACCESS POINTS AND SAFETY RAMPS

102-3
10-16-18

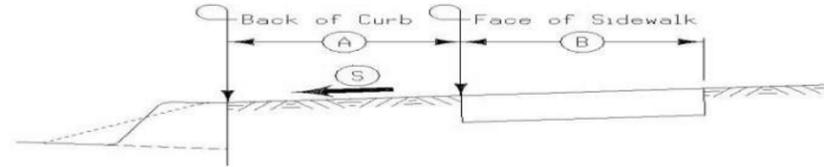
Refer to Cross-Sections

Length of Unclassified Pipe calculated is based on using Corrugated Metal Pipe.
 ① Refer to MI-210
 ② Refer to EW-501.
 ③ Refer to EW-501 or EW-502.
 *Predetermined for access point not constructed with this project.

Location		Type	Length of Opening ①			W	PR ① ②	SR ②	Pipe Culvert ③					Aprons	Driveway Surface Area		Driveway Surfacing Material	Remarks	
Station	Side	A, B, C, Safety Ramp, or Predetermined*	Case	1 1/2" Dropped Curb	3" Dropped Curb				H	Size	Pipe Length	Lt.	Rt.		No.	HMA			PCC
			1 or 2	LF	LF	FT	FT	FT	FT	IN	LF	LF	LF		SY	SY	TON		
1+44.00	RT	B	1		13.0	12.0										19.7			
1+66.00	LT	B	1		28.0	18.0	15.0	23.0								38.9			
2+51.00	RT	B	2		16.3	10.3										21.3			
2+80.00	LT	B	2		16.5	10.0										24.7			
Total																104.6			

SIDEWALKS

See MI-220 and S Sheets



Road Identification	Station to Station		Side	A	B	S	4" PCC Sidewalk	6" PCC Sidewalk	8" PCC Sidewalk	10" PCC Sidewalk	Detectable Warnings	Remarks
				FT	FT	%	SY	SY	SY	SY	SF	
OLIVE	1+37.25	2+87.56	RT	14.50	5.00	2.00%	91.6					INCLUDES WALK FROM BACK OF CURB
OLIVE	1+77.43	1+90.71	LT	VARIES	5.00	2.00%	7.3					
OLIVE	1+90.71	3+50.68	LT	14.50	5.00	2.00%	97.0					INCLUDES WALK FROM BACK OF CURB
PLAZA	50+09.21	50+14.24						3.8			10	SEE I-SHEETS FOR BRICK LOCATION AND DETAILS
						TOTAL	195.8	3.8			10	

FENCING

* Bid Item

Refer to MI-101, MI-102, MI-103, MI-104, 510-3, and 510-5

Location				Side	Chain Link				Deer				Field				Channel Crossing		Remarks
From		To			Fence		Gate		Fence		Gate		Fence		Gate		Length*	Type	
Station	Offset	Station	Offset		Length*	Type	No.*	Type	Length*	Brace Panels*	No.*	Type	Length*	Brace Panels*	No.*	Type			
				LF		EACH		LF	EACH	EACH		LF	EACH	EACH		LF			
50+72.46	28.4	50+72.60	17.9	RT	10.0	72 IN.												SEE I-SHEETS FOR DETAILS	
50+72.60	17.9	51+11.59	18.3	RT	39.0	72 IN.	1	SEE DETAIL ON I.11										SEE I-SHEETS FOR DETAILS	
51+24.53	-19.6	52+60.48	-19.1	LT	136.0	72 IN.												SEE I-SHEETS FOR DETAILS	

SURVEY SYMBOLS

- FHD Fire Hydrants
- TVP TV Pedestal
- FLG Flag Poles
- BB Billboard
- SI Sign
- MM Mile Marker Post
- INB Storm Sewer Beehive Intake
- TEV Evergreen Tree
- TDC Tree Deciduous
- TFR Tree Fruit
- SHR Shrub
- PPA Power Pole Co. 1
- IN Storm Sewer Intake
- MH Utility Access (Manhole)
- TSG Traffic Signal
- OUT Tile Outlet
- TSL Traffic Signal and Luminaire
- SL Speed Limit Sign
- GP Guard Post (Less Than 4 Posts)
- MIS Miscellaneous
- TPD Telephone Pedestal
- GV Gas Valve
- EB Electrical Box
- UB Utility Box
- WV Water Valve
- PR Electric Riser Pole
- LUM Luminaire
- CUL Culvert
- LIN Miscellaneous Line
- TIL Tile Line
- GDL Guard Rail Steel
- ROC Rock Outcropping
- BLD Building or Foundation
- CON Concrete or A/C Slab
- CU Back of Curb
- GU Gutter In Front of Curb
- ENP Edge Paved Entrance & Park Lot
- SWK Sidewalk
- EP Edge of Paved Roads (ML or SR)
- ENT Centerline BL of Entrance
- SH Paved Shoulder
- SNP Unpaved Shoulder
- DU Centerline Draw or Stream (Up)
- BNK Stream Bank
- EG Edge of Gravel Road
- RIP Rip-Rap
- DIK Centerline of Dike or Dam
- TLNL Tree Line Left
- TLNR Tree Line Right
- FW Wire Fence
- FWD Wood Fence
- TDL Traffic Detection Loop
- HDG Hedge Row
- D Centerline Draw or Stream (Down)
- RET Retaining Walls

UTILITY LEGEND

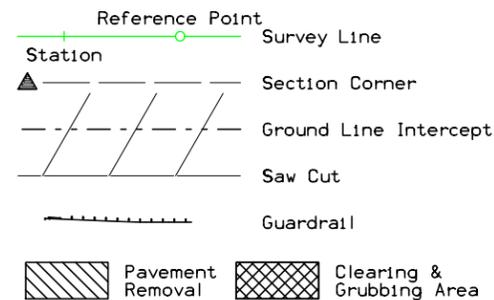
- E1 - ELC Underground Electric Conductor - Cedar Falls Utilities
- FO - FOC Underground Fiber Optic - Cedar Falls Utilities
- G - GC Gas - Cedar Falls Utilities
- San. - SANC Sanitary Sewer - City of Cedar Falls
- St.S. - ST.SC Storm Sewer - City of Cedar Falls
- TV - CTVC Cable Tv - Cedar Falls Utilities
- W - WLC Underground Water Line - Cedar Falls Utilities

PLAN VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

LINEWORK	Design	Color No.	Description
Green	(2)		Existing Topographic Features and Labels
Blue	(1)		Proposed Alignment, Stationing, Tic Marks, and Alignment Annotation
Magenta	(5)		Existing Utilities
SHADING			
Design	Color No.	Description	
Yellow	(4)		Highlight for Critical Notes or Features
Red	(3)		Delineates Restricted Areas
Lavender	(9)		Temporary Pavement Shading
Gray, Light	(48)		Proposed Pavement Shading
Gray, Med	(80)		Proposed Granular Shading
Gray, Dark	(112)		Proposed Grade and Pave Shading "In conjunction with a paving project"
Brown, Light	(236)		Grading Shading
Tan	(8)		Proposed Sidewalk Shading
Blue, Light	(230)		Proposed Sidewalk Landing Shading
Pink	(11)		Proposed Sidewalk Ramp Shading

PROFILE VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

LINEWORK	Design	Color No.	Description
Green	(2)		Existing Ground Line Profile
Blue	(1)		Proposed Profile and Annotation
Magenta	(5)		Existing Utilities
Blue, Light	(230)		Proposed Ditch Grades, Left
Black	(0)		Proposed Ditch Grades, Median
Rust	(14)		Proposed Ditch Grades, Right



RIGHT-OF-WAY LEGEND

- Proposed Right-of-Way
- Existing Right of Way
- Existing and Proposed Right-of-Way
- Easement and Existing Right-of-Way
- Easement (Temporary)
- Easement
- Access Control
- Property Line

NAME	TYPE	LINE CODE	CONTACT	EMAIL	ADDRESS	CITY	STATE	ZIP	PHONE #
Aureon Network Services	Local Fiber Optic	FO1	Jeff Klocko	jeff.klocko@aureon.com	7760 Office Plaza Drive South	West Des Moines	IA	50266	515-830-0445
Cedar Falls Engineering Services	Sanitary / Storm Sewer	San. & St.S.	Tyler Griffin	tyler.griffin@cedarfalls.com	220 Clay Street	Cedar Falls	IA	50613	319-273-8600
Cedar Falls Utilities	Electric	E & OHE	Adam Oltmann	adam.oltmann@cfunet.net	1 Utility Parkway	Cedar Falls	IA	50613	319-268-5294
Cedar Falls Utilities	Communications	C	Mike Smith	mike.smith@cfunet.net	1 Utility Parkway	Cedar Falls	IA	50613	319-268-5224
Cedar Falls Utilities	Gas / Water	G1 & Wat	Jerald Lukensmeyer	gerald.lukensmeyer@cfunet.net	1 Utility Parkway	Cedar Falls	IA	50613-0769	319-268-5330
CenturyLink	Communications	FO4	Tom Sturmer	Thomas.sturmer@centurylink.com	2103 E. University Ave	Des Moines	IA	50317	515-201-4520
Iowa Communications Network	Communications	FO3	Shannon Marlow	icnoutsideplantiowaonecall@iowa.gov					800-572-3940
Northern Natural Gas Company	Gas Distribution	G2	Jim Johnson	Jim.Johnson@nngco.com			IA		402-530-6625
Unite Private Networks	Local Fiber Optic	FO2	Joe Kilzer	upngis@upnfiber.com		Des Moines	IA	50325	816-425-3556
University of Northern Iowa	Steam Tunnel	UNI	Jose Luis San Miguel	joseluis.sanmiguel@uni.edu	1801 W. 31st Street	Cedar Falls	IA	50614	319-273-3059

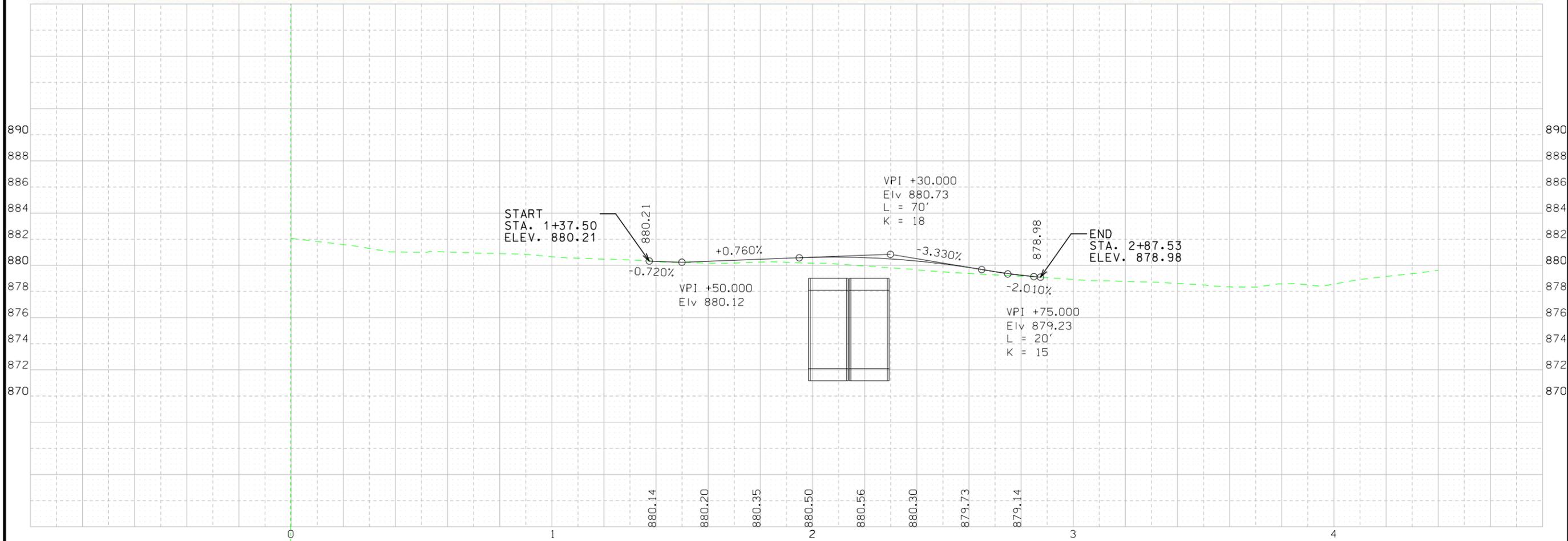
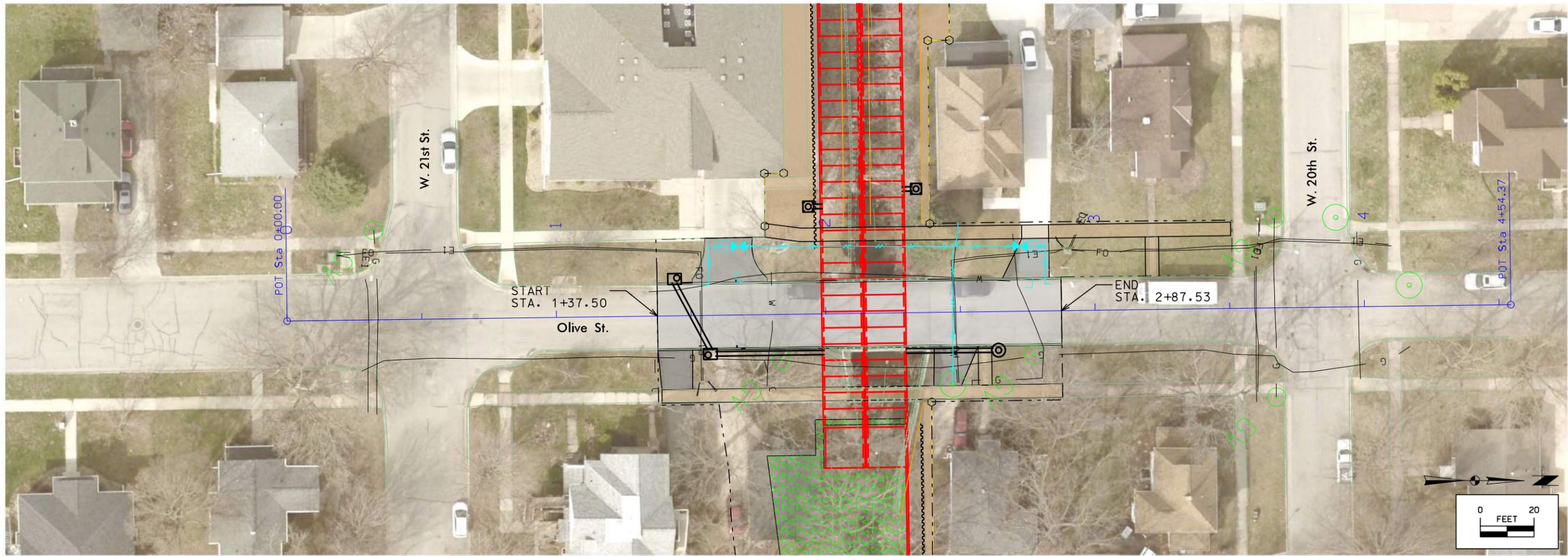
Item 37.

DATE	JUNE 2022	DRN	DES	CHK	APP	REV	DESCRIPTION	
PROJECT NO	60623997	FILENAME						
SHEET NO							561	
DRAWING NO							D.01	

501 Sycamore Street, Suite 222
Waterloo, Iowa 50703
T 319.232.6531 F 319.232.0271
WWW.AECOM.COM

City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement

PLAN AND PROFILE
LEGEND AND SYMBOL INFORMATION



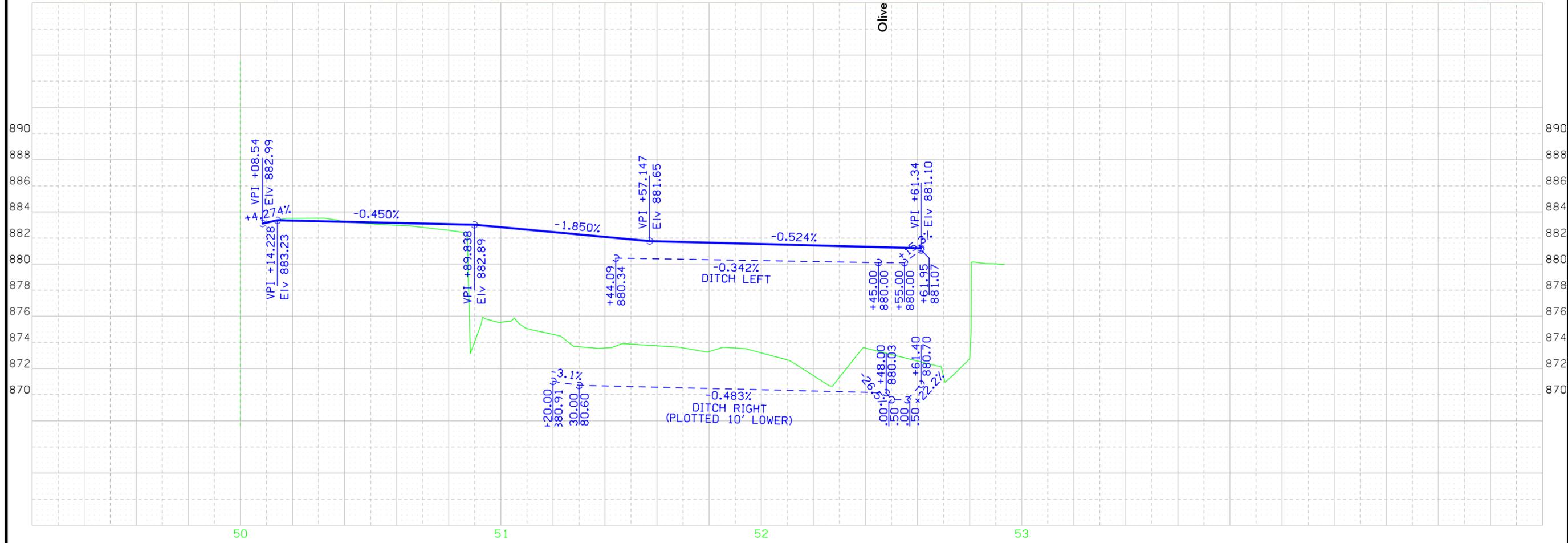
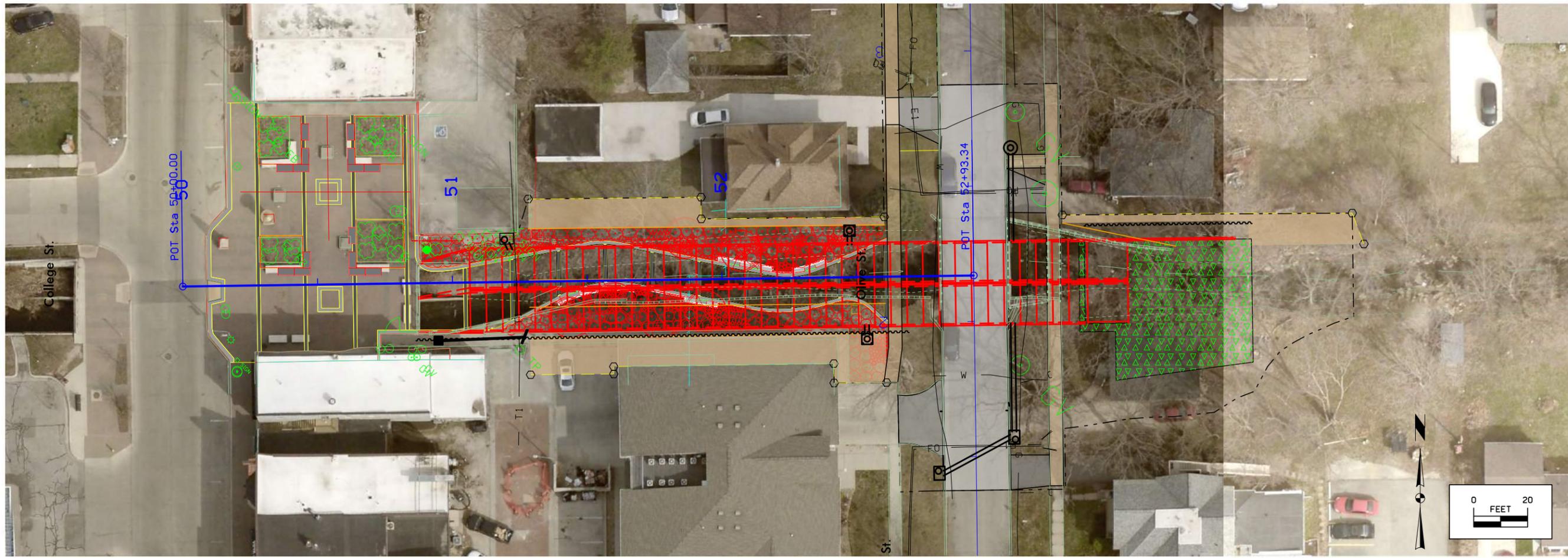
DRN	DES	CHK	APP	REV	DESCRIPTION	DRN	CHK	DATE

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City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement
 Olive St. Plan and Profile

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	562

D:\oz



VERIFY SCALE IF PLAN SHEET IS REDUCED

1-INCH = 10 FEET

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Waterloo, Iowa 50703
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Item 37.

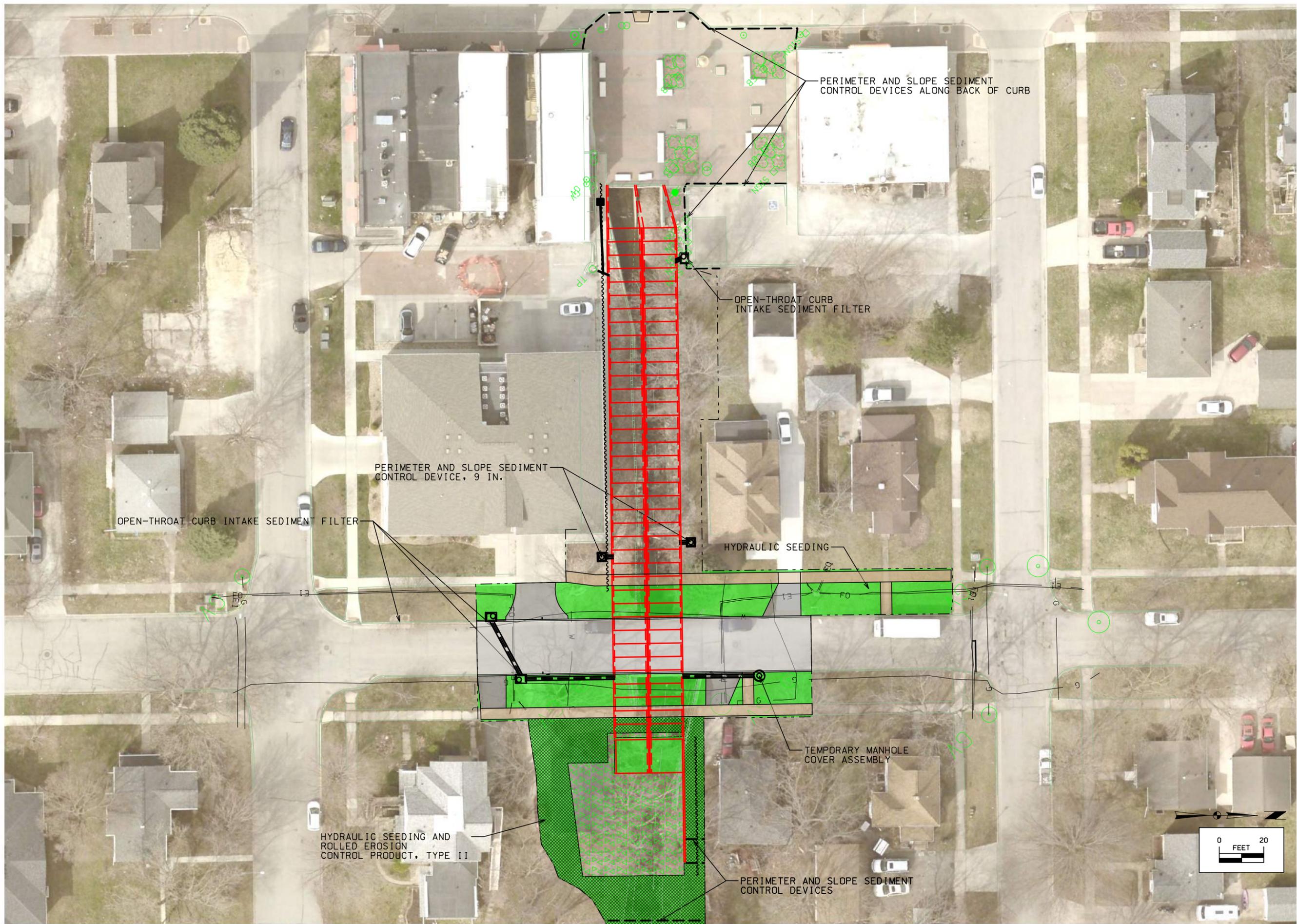
DRN	DES	CHK	APP	REV	DESCRIPTION	DRN	CHK	DATE

City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement

Plaza Plan

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	563

D.03



DRN	DES	CHK	APP	REV	DESCRIPTION	DRN	CHK	DATE

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City of Cedar Falls, Iowa	
Olive St. Box Culvert Replacement	
EROSION CONTROL	
DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	565

VERIFY SCALE IF PLAN SHEET IS REDUCED

Item 37.

EC-01

ALIGNMENT COORDINATES

Name	Location	Point on Tangent		Begin Curve		Simple Curve PI or Master PI of SCS		End Curve					
		Station	Coordinates		Station	Coordinates		Station	Coordinates				
			Y (Northing)	X (Easting)		Y (Northing)	X (Easting)		Y (Northing)	X (Easting)			
ML_OLIVE													
MLOLIVE2		0+00.00	3,653,807.79	5,203,046.67									
MLOLIVE3		4+54.37	3,654,262.12	5,203,040.36									
PR_CULVERT													
1		200+00.00	3,654,016.37	5,202,797.14									
2		200+40.38	3,654,016.36	5,202,837.52									
3		200+59.70	3,654,019.22	5,202,856.64									
4		203+92.36	3,654,023.97	5,203,189.25									
5		205+36.53	3,654,027.82	5,203,333.37									
PLAZA													
1000		50+00.00	3,654,020.66	5,202,750.11									
1001		52+93.34	3,654,024.73	5,203,043.42									
PLAZA RIGHT EDGE													
1300		0+70.00	3,654,003.15	5,202,822.94									
RWALK1					1+08.97	3,654,003.20	5,202,861.91	1+12.67	3,654,003.21	5,202,865.61	1+16.22	3,654,004.93	5,202,868.88
RWALK2					1+39.77	3,654,015.90	5,202,889.72	1+55.60	3,654,023.27	5,202,903.73	1+70.21	3,654,020.25	5,202,919.27
RWALK3					2+12.70	3,654,012.13	5,202,960.98	2+25.34	3,654,009.72	5,202,973.38	2+37.55	3,654,012.96	5,202,985.60
RWALK4					2+45.85	3,654,015.10	5,202,993.62	2+52.46	3,654,016.79	5,203,000.02	2+57.94	3,654,012.29	5,203,004.87
1301		2+67.41	3,654,005.85	5,203,011.80									
PLAZA LEFT EDGE													
1200		0+60.00	3,654,039.47	5,202,837.57									
LWALK1					0+67.02	3,654,032.45	5,202,837.67	0+71.96	3,654,027.51	5,202,837.73	0+74.81	3,654,027.52	5,202,842.67
LWALK2					0+75.71	3,654,027.52	5,202,843.57	0+80.18	3,654,027.53	5,202,848.04	0+84.63	3,654,028.33	5,202,852.44
LWALK3					1+33.50	3,654,037.08	5,202,900.53	1+39.15	3,654,038.09	5,202,906.08	1+44.67	3,654,037.01	5,202,911.63
LWALK4					2+02.40	3,654,025.99	5,202,968.29	2+11.48	3,654,024.26	5,202,977.21	2+20.03	3,654,027.76	5,202,985.59
1201		2+47.95	3,654,038.52	5,203,011.35									

SPIRAL OR CIRCULAR CURVE DATA

Name	Location	Δ_{scs}	Horizontal Alignment Data													Remarks	
			Spiral Data						Curve Data								
			θ_s	Ls	Ts	Es	Xc	Yc	L.T.	S.T.	Δ_c	T	L	R	E		
PLAZA RIGHT EDGE																	
RWALK1											27° 40' 17.95" LT	3.69'	7.24'	15.00'	0.45'		
RWALK2											38° 45' 27.37" RT	15.83'	30.44'	45.00'	2.70'		
RWALK3											25° 52' 55.23" LT	12.64'	24.84'	55.00'	1.43'		
RWALK4											57° 45' 30.53" RT	6.62'	12.10'	12.00'	1.70'		
PLAZA LEFT EDGE																	
LWALK1											89° 17' 56.73" LT	4.94'	7.79'	5.00'	2.03'		
LWALK2											10° 13' 08.13" LT	4.47'	8.92'	50.00'	0.20'		
LWALK3											21° 19' 12.97" RT	5.65'	11.16'	30.00'	0.53'		
LWALK4											33° 40' 57.59" LT	9.08'	17.64'	30.00'	1.34'		

DRN	DES	CHK	APP	REV

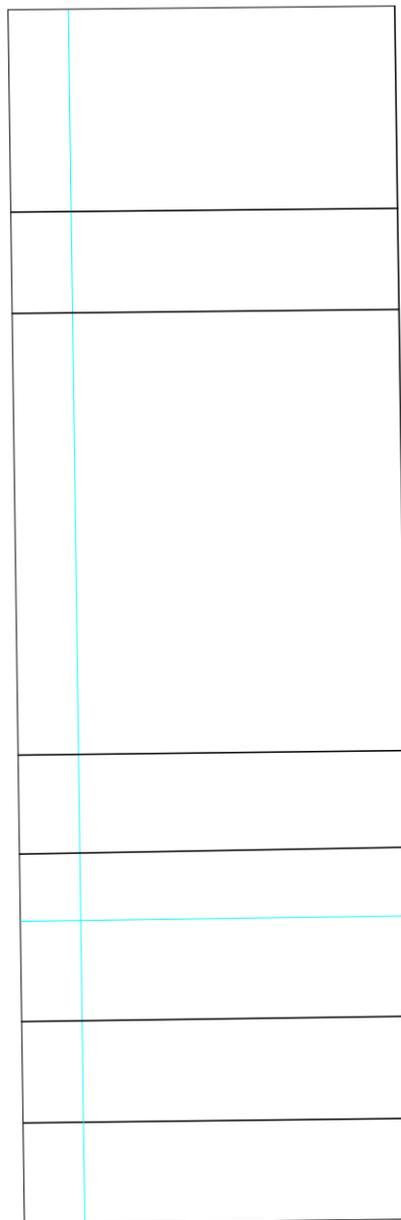
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City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement

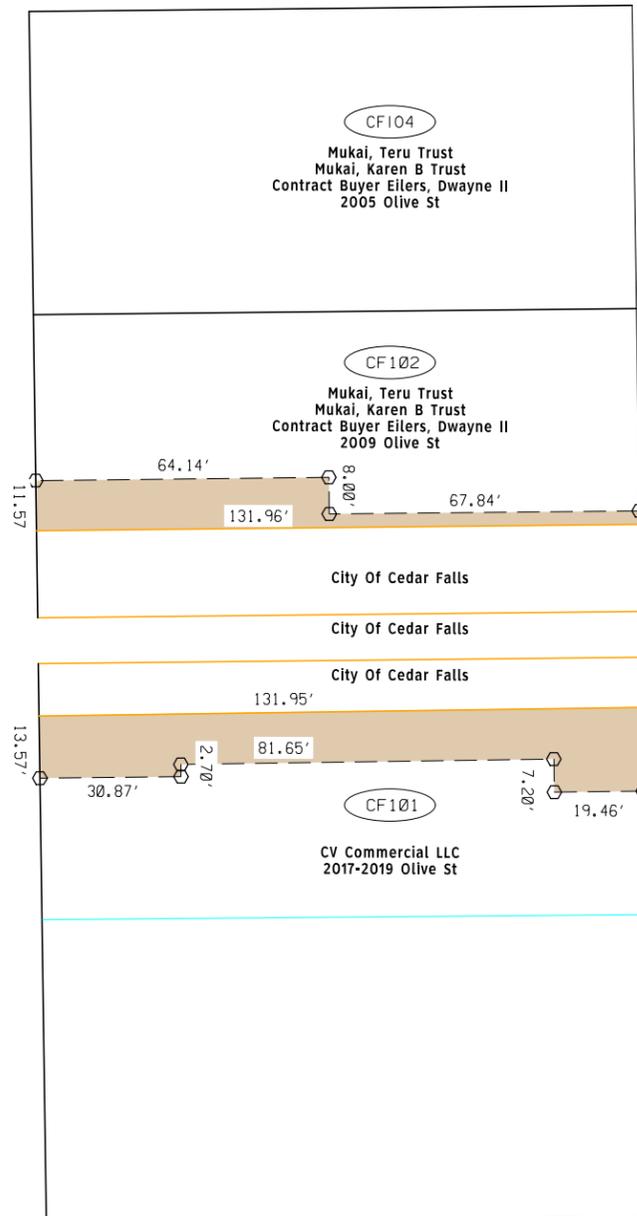
HORIZONTAL ALIGNMENT

DATE	May 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	566

College St.

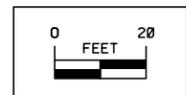


W. 20th St.



W. 21st St.

Olive St.



REV	DESCRIPTION	DRN	CHK	DATE

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City of Cedar Falls, Iowa
 Olive St. Box Culvert Replacement
 RIGHT-OF-WAY

DATE	May 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	567

H.01

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 c:\pwworking\Aecom\dca29-na-2819\mchama\digital\Aecom.com\JBB23\5\SCHEDULE OF VALUES.dwg

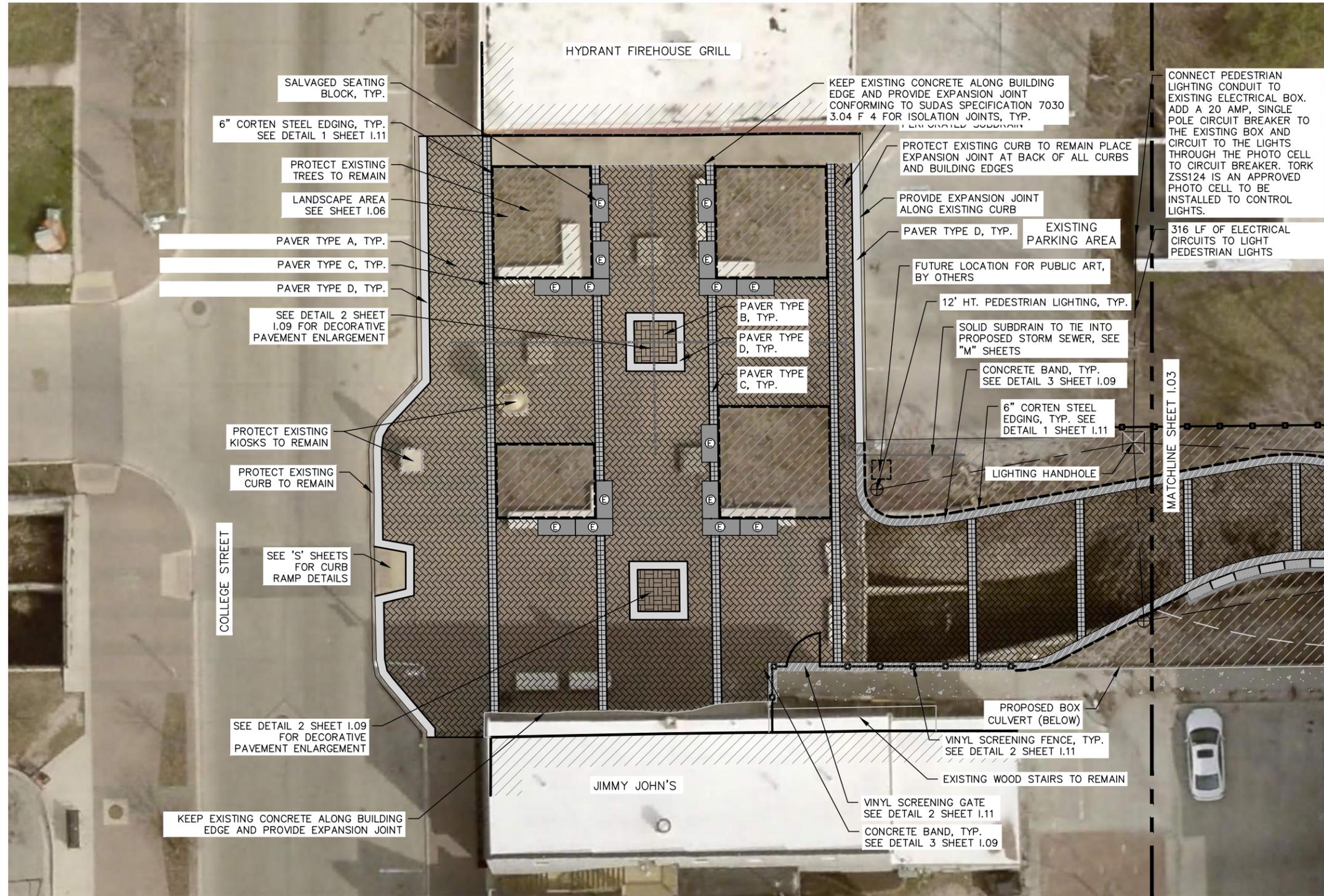
LANDSCAPING SCHEDULE OF VALUES

<u>TREES</u>		
AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	EA	8
<u>SHRUBS AND PERENNIALS</u>		
ASTILBE CHINENSIS 'VISIONS'	EA	90
ATHYRIUM FILIX-FEMINA	EA	96
AZALEA X 'KAREN'	EA	34
CORNUS ALBA 'IVORY HALO'	EA	18
HOSTA 'MINUTEMAN'	EA	43
HYDRANGEA MACROPHYLLA 'BLUSHING BRIDE'	EA	81
HYDRANGEA PANICULATA 'LITTLE LIME'	EA	20
ILEX GLABRA 'DENSEA'	EA	10
LIRIOPE SPICATA	EA	748
RHODODENDRON 'OLGA MEZITT'	EA	5
VINCA MINOR 'BOWELS VARIETY'	EA	202
<u>SITE FURNISHINGS</u>		
LIMESTONE SEATING BLOCK TYPE 1	EA	11
LIMESTONE SEATING BLOCK TYPE 2	EA	7
DECORATIVE/DRAINAGE GRAVEL	CY	4
SALVAGED SEATING BLOCK	EA	15

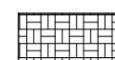
LANDSCAPE PAVERS SCHEDULE OF VALUES

PAVER TYPE A	SF	6860
PAVER TYPE B	SF	90
PAVER TYPE C	SF	610
PAVER TYPE D	SF	300
CONCRETE BAND	LF	395
6" CORTEN STEEL EDGING	LF	512
15.75" CORTEN STEEL EDGING	LF	30

DRN DES CHK APP REV	1/12-INCH VERIFY SCALE IF PLAN SHEET IS REDUCED	DESCRIPTION	DRN CHK
 501 Sycamore Street, Suite 222 Waterloo, Iowa 50703 T 319.232.6341 F 319.232.0271 WWW.AECOM.COM			
City of Cedar Falls, Iowa Olive St. Box Culvert Replacement		SCHEDULE OF VALUES	
DATE: JUNE 2022			
PROJECT NO: 60623997			
FILENAME: SCHEDULE OF VALUES			
SHEET NO: 569			
DRAWING NO: 569			



LEGEND

<p> PAVER TYPE A MANUFACTURER: BELDEN BRICK COMPANY MODEL: CITYLINE PAVERS WITH CHAMFER AND LUGS SIZE: 4X8X2.25" COLOR: REGIMENTAL FULL RANGE PATTERN: HERRINGBONE BASE MATERIAL: GRANULAR</p> <p> PAVER TYPE B MANUFACTURER: BELDEN BRICK COMPANY MODEL: CITYLINE PAVERS WITH CHAMFER AND LUGS SIZE: 4X8X2.25" COLOR: REGIMENTAL FULL RANGE PATTERN: BASKETWEAVE BASE MATERIAL: GRANULAR</p> <p> CONCRETE BAND 1'-4" WIDTH</p>	<p> PAVER TYPE C MANUFACTURER: BELDEN BRICK COMPANY MODEL: CITYLINE PAVERS WITH CHAMFER AND LUGS SIZE: 2 ROWS OF 8X8X2.25" (16" WIDE BAND) COLOR: LANDMARK GREY PATTERN: SQUARE GRID BASE MATERIAL: GRANULAR</p> <p> PAVER TYPE D MANUFACTURER: BELDEN BRICK COMPANY MODEL: CITYLINE PAVERS WITH CHAMFER AND LUGS SIZE: 2 ROWS OF 4X8X2.25" (16" WIDE BAND) COLOR: REGIMENTAL FULL RANGE PATTERN: STACKED BOND BASE MATERIAL: GRANULAR</p> <p> LANDSCAPE AREA SEE SHEETS I.06 AND I.07</p>	<p> SALVAGED SEATING BLOCK</p> <p> LIMESTONE SEATING BLOCK TYPE 1</p> <p> LIMESTONE SEATING BLOCK TYPE 2</p> <p> 6" GRAVEL BAND</p> <p> EXISTING TREE TO REMAIN</p>
--	---	--

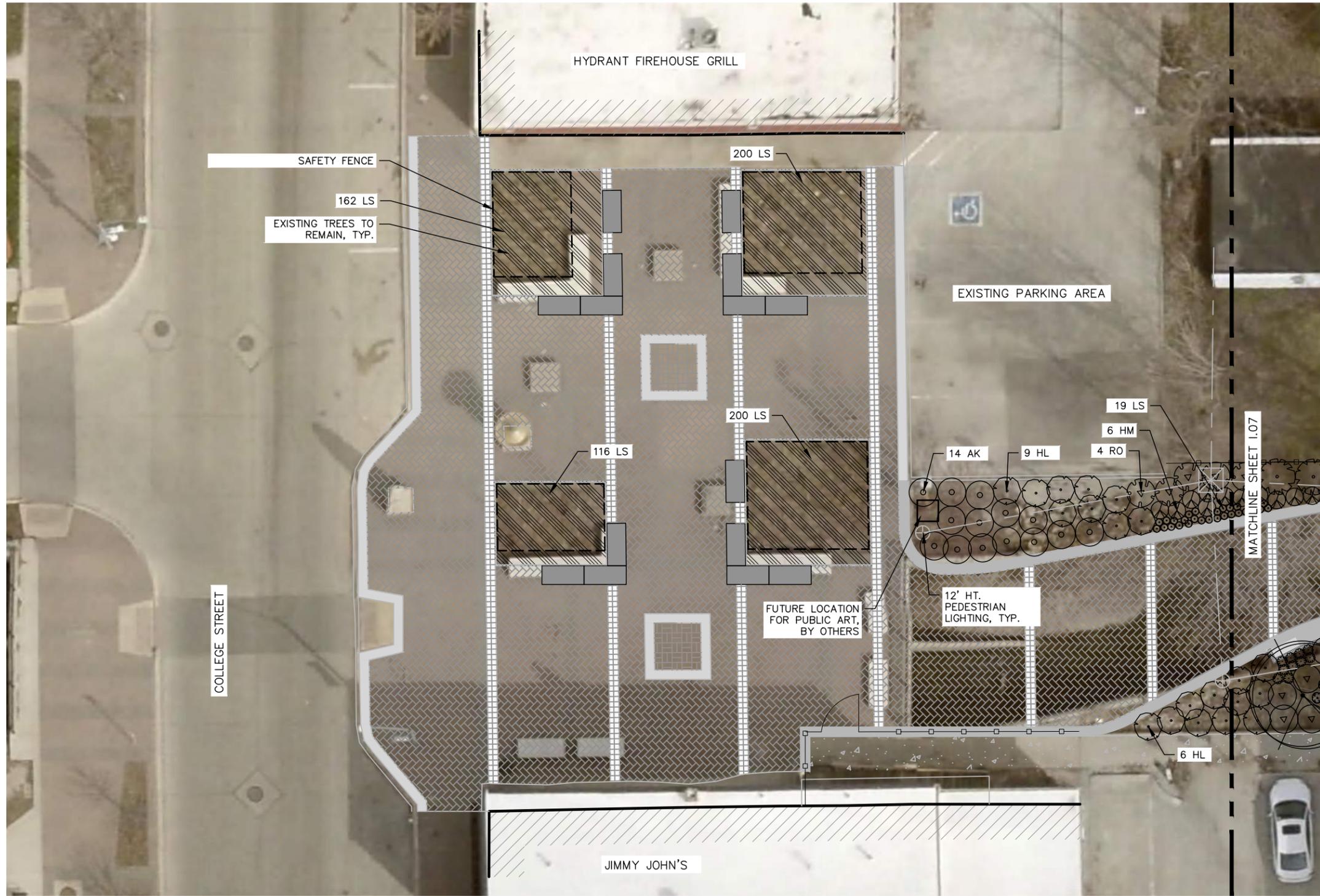
NOTES:

- SEE SHEETS I.04 AND I.05 FOR LAYOUT PLANS.
- SEE SHEETS I.06 AND I.07 FOR LANDSCAPE PLANS.

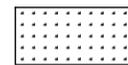


<p>City of Cedar Falls, Iowa Olive St. Box Culvert Replacement</p>	<p>MATERIALS PLAN WEST</p>	<p>DATE JUNE 2022</p>	<p>PROJECT NO 60623997</p>	<p>FILENAME MATERIALS PLAN WEST</p>	<p>SHEET NO 570</p>
<p>Item 37.</p>		<p>VERIFY SCALE IF PLAN SHEET IS REDUCED</p>		<p>DESCRIPTION</p>	
<p>DRN</p>	<p>DES</p>	<p>CHK</p>	<p>APP</p>	<p>REV</p>	<p>DRN</p>
<p>1'-12-INCH</p>					

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LEGEND



LAWN SEEDING



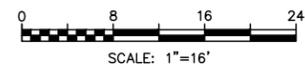
PERENNIAL/GROUNDCOVER BED

PLANT SCHEDULE

Shrubs/Perennials						
QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	COMMENTS
14	AK	AZALEA X 'KAREN'	KAREN AZALEA	NO. 3	CONT.	48" SPACING
6	HM	HOSTA 'MINUTEMAN'	MINUTEMAN HOSTA	NO. 2	CONT.	30" SPACING
1S	HL	HYDRANGEA PANICULATA 'LITTLE LIME'	LITTLE LIME HYDRANGEA	NO. 3	CONT.	48" SPACING
697	LS	LIRIOPE SPICATA	LIRIOPE	NO. 1	CONT.	12"-18" SPACING
4	RO	RHODODENDRON 'OLGA MEZITT'	OLGA MEZITT RHODODENDRON	NO. 3	CONT.	36"-48" SPACING

NOTES:

- SEE SHEETS 1.02 AND 1.03 FOR MATERIALS PLANS.
- SEE SHEETS 1.04 AND 1.05 FOR LAYOUT PLANS.



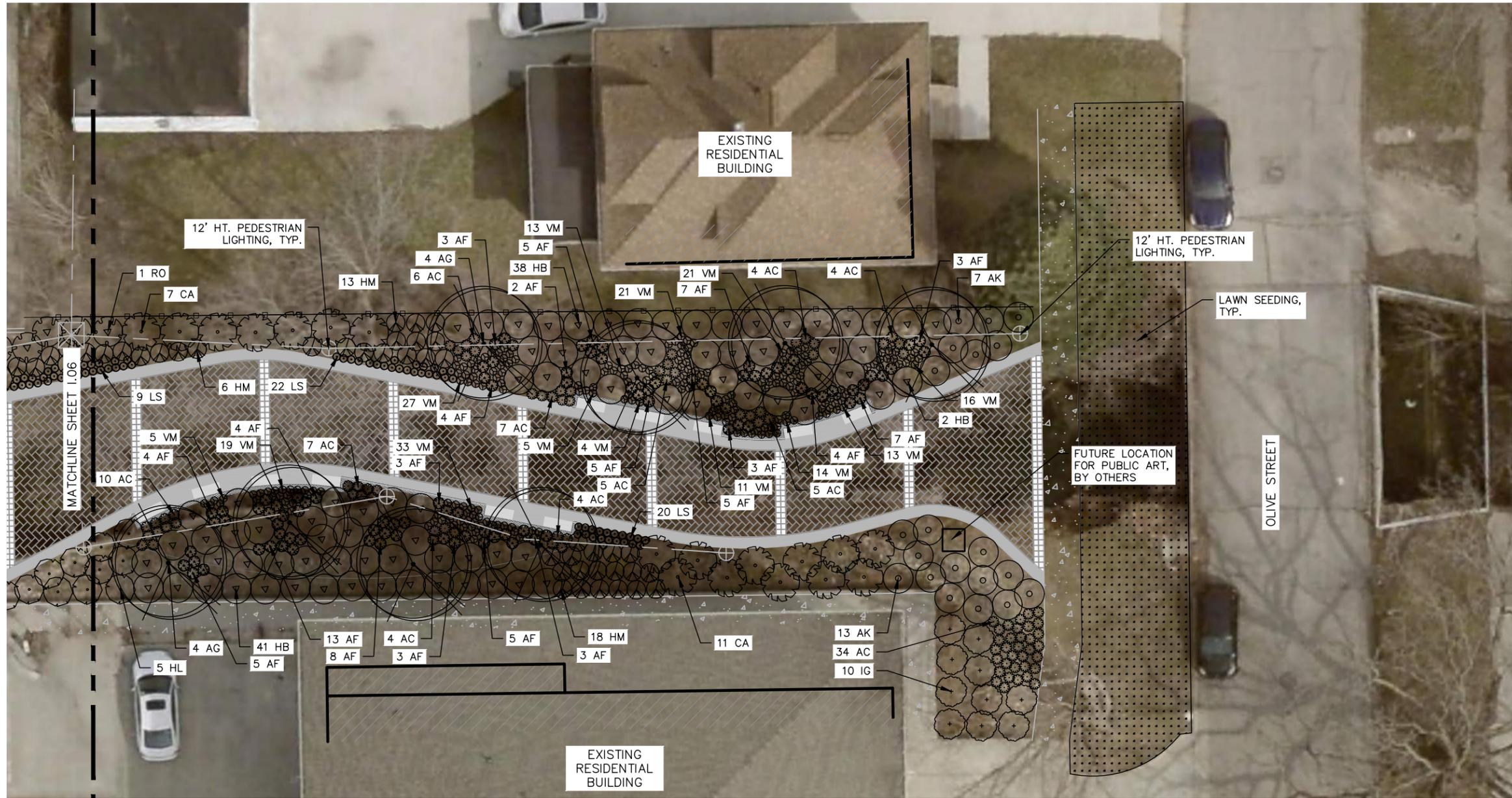
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Item 37.	
DRN	CHK
DES	APP
REV	DESCRIPTION

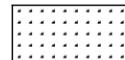
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City of Cedar Falls, Iowa
 Olive St. Box Culvert Replacement
 LANDSCAPE PLAN WEST

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	LANDSCAPE PLAN WEST
SHEET NO	574
DRAWING NO	1.06



LEGEND



LAWN SEEDING



PERENNIAL/GROUNDCOVER BED

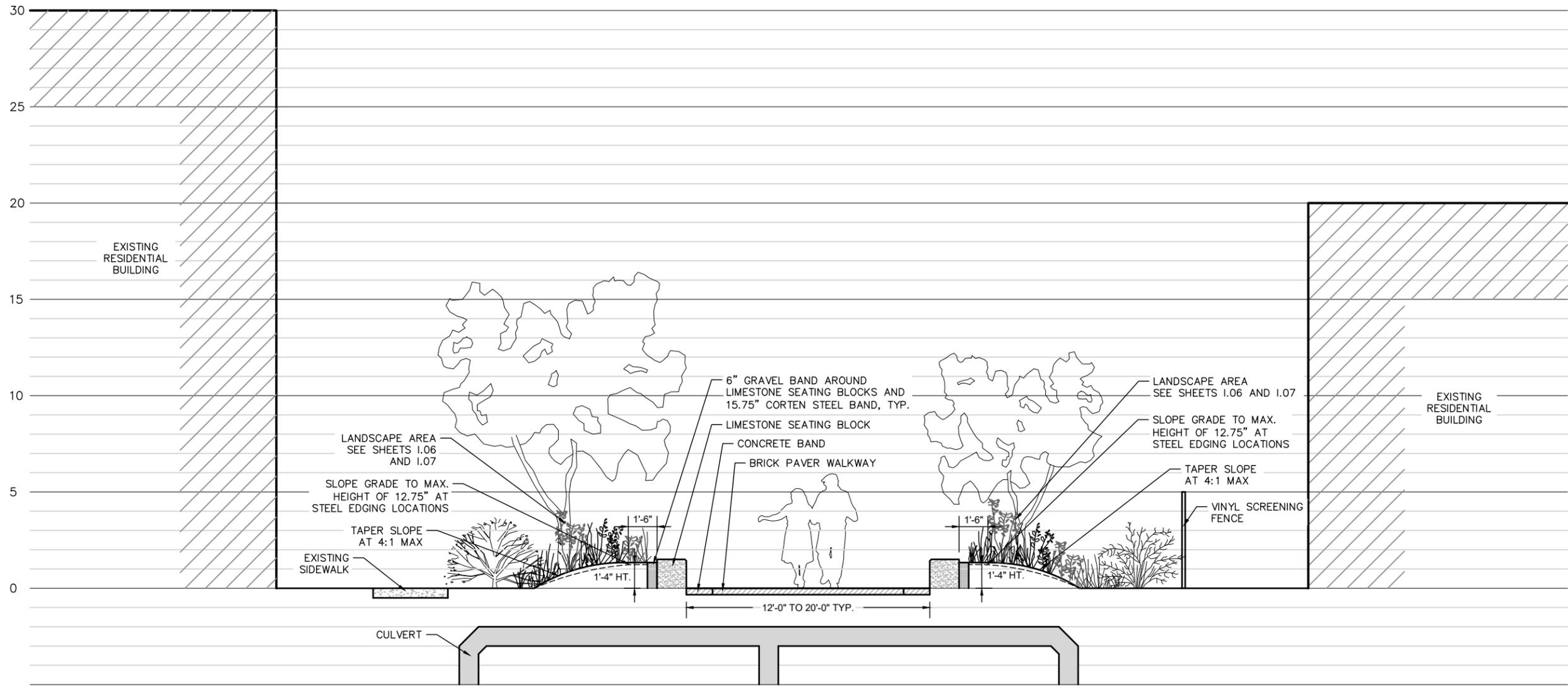
PLANT SCHEDULE

Trees						
QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	COMMENTS
8	AG	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	7-8' HT.	B&B	MULTI-STEMMED
Shrubs/Perennials						
QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	COMMENTS
90	AC	ASTILBE CHINENSIS 'VISIONS'	VISIONS ASTILBE	NO. 2	CONT.	18" SPACING
96	AF	ATHYRIUM FILIX-FEMINA	LADY FERN	NO. 2	CONT.	18" SPACING
20	AK	AZALEA X 'KAREN'	KAREN AZALEA	NO. 3	CONT.	48" SPACING
18	CA	CORNUS ALBA 'IVORY HALO'	IVORY HALO DOGWOOD	NO. 5	CONT.	5'-6" SPACING
37	HM	HOSTA 'MINUTEMAN'	MINUTEMAN HOSTA	NO. 2	CONT.	30" SPACING
81	HB	HYDRANGEA MACROPHYLLA 'BLUSHING BRIDE'	BLUSHING BRIDE HYDRANGEA	NO. 2	CONT.	48" SPACING
5	HL	HYDRANGEA PANICULATA 'LITTLE LIME'	LITTLE LIME HYDRANGEA	NO. 3	CONT.	48" SPACING
10	IG	ILEX GLABRA 'DENSEA'	DENSE COMPACT INKBERRY	NO. 5	CONT.	48" SPACING
51	LS	LIRIOPE SPICATA	LIRIOPE	NO. 1	CONT.	12"-18" SPACING
1	RO	RHODODENDRON 'OLGA MEZITT'	OLGA MEZITT RHODODENDRON	NO. 3	CONT.	36"-48" SPACING
202	VM	VINCA MINOR 'BOWELS VARIETY'	BOWELS VINCA	NO. 1	CONT.	12"-18" SPACING

NOTES:
 1. SEE SHEETS 1.02 AND 1.03 FOR MATERIALS PLANS.
 2. SEE SHEETS 1.04 AND 1.05 FOR LAYOUT PLANS.



VERIFY SCALE IF PLAN SHEET IS REDUCED	
1/4"=1'-0"	1/4"=1'-0"
1/8"=1'-0"	1/8"=1'-0"
1/16"=1'-0"	1/16"=1'-0"
1/32"=1'-0"	1/32"=1'-0"
1/64"=1'-0"	1/64"=1'-0"
1/128"=1'-0"	1/128"=1'-0"
1/256"=1'-0"	1/256"=1'-0"
1/512"=1'-0"	1/512"=1'-0"
1/1024"=1'-0"	1/1024"=1'-0"
1/2048"=1'-0"	1/2048"=1'-0"
1/4096"=1'-0"	1/4096"=1'-0"
1/8192"=1'-0"	1/8192"=1'-0"
1/16384"=1'-0"	1/16384"=1'-0"
1/32768"=1'-0"	1/32768"=1'-0"
1/65536"=1'-0"	1/65536"=1'-0"
1/131072"=1'-0"	1/131072"=1'-0"
1/262144"=1'-0"	1/262144"=1'-0"
1/524288"=1'-0"	1/524288"=1'-0"
1/1048576"=1'-0"	1/1048576"=1'-0"
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1 CONCEPTUAL SITE CROSS SECTION
SCALE: 1" = 6'-0"

VERIFY SCALE IF PLAN SHEET IS REDUCED	
1/2" = 12'-0"	
DRN	CHK
DES	APP
CHK	APP
APP	APP
REV	DESCRIPTION
DRN	CHK

Item 37.

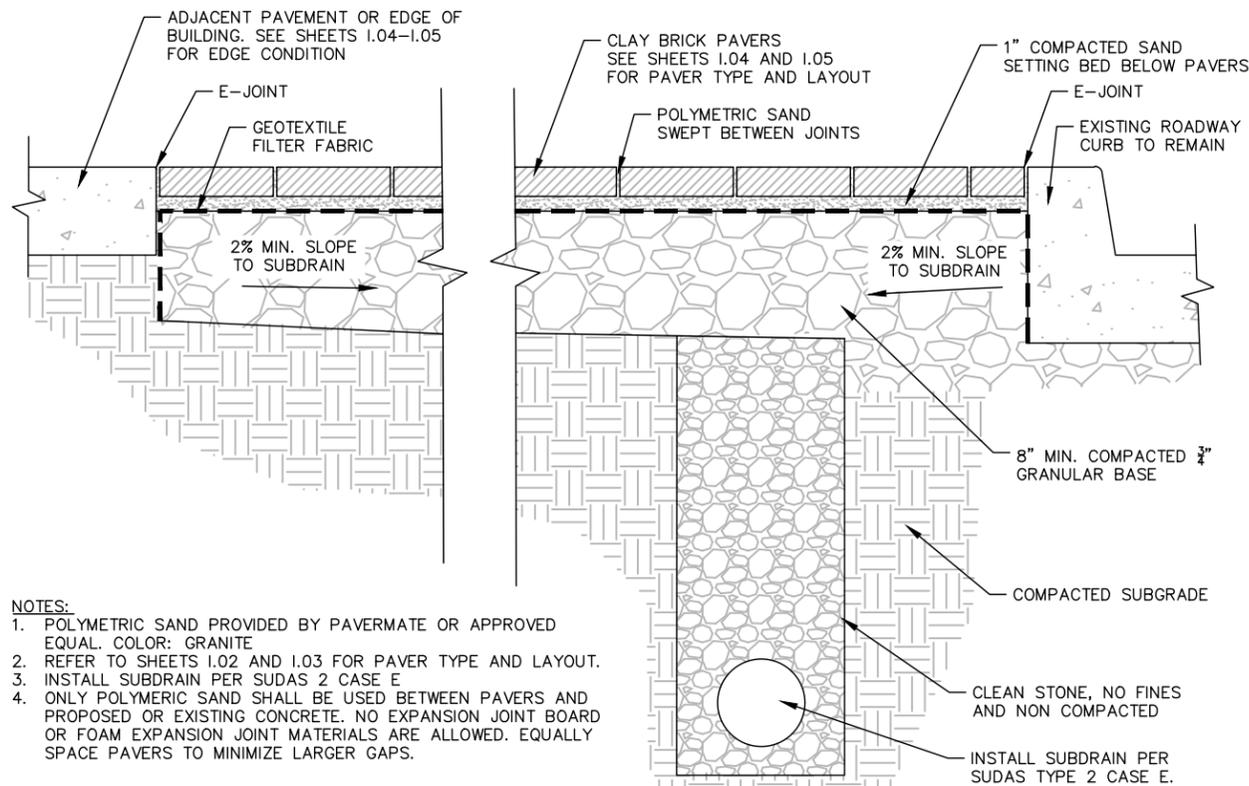
AECOM
501 Sycamore Street, Suite 222
Waterloo, Iowa 50703
T 319.232.6341 F 319.232.0271
WWW.AECOM.COM

City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement

CROSS SECTIONS

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	CROSS SECTIONS
SHEET NO	
DRAWING NO	576

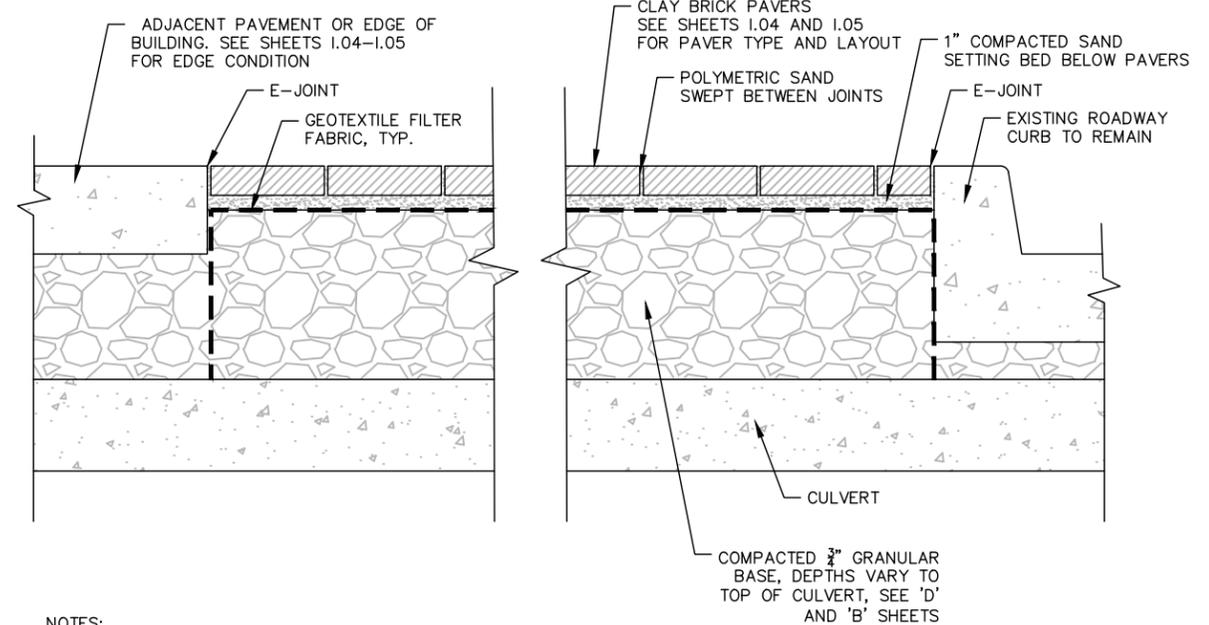
MICHEL BECKER
CIVIL ENGINEER
4/28/2022 1:09 PM
c:\pwworking\Aecom\dca2-na-2815\michael.diggin@aecom.com\JBR2395\CROSS SECTIONS.dwg



NOTES:

1. POLYMERIC SAND PROVIDED BY PAVERMATE OR APPROVED EQUAL. COLOR: GRANITE
2. REFER TO SHEETS I.02 AND I.03 FOR PAVER TYPE AND LAYOUT.
3. INSTALL SUBDRAIN PER SUDAS 2 CASE E
4. ONLY POLYMERIC SAND SHALL BE USED BETWEEN PAVERS AND PROPOSED OR EXISTING CONCRETE. NO EXPANSION JOINT BOARD OR FOAM EXPANSION JOINT MATERIALS ARE ALLOWED. EQUALLY SPACE PAVERS TO MINIMIZE LARGER GAPS.

PAVER SECTION AT PLAZA

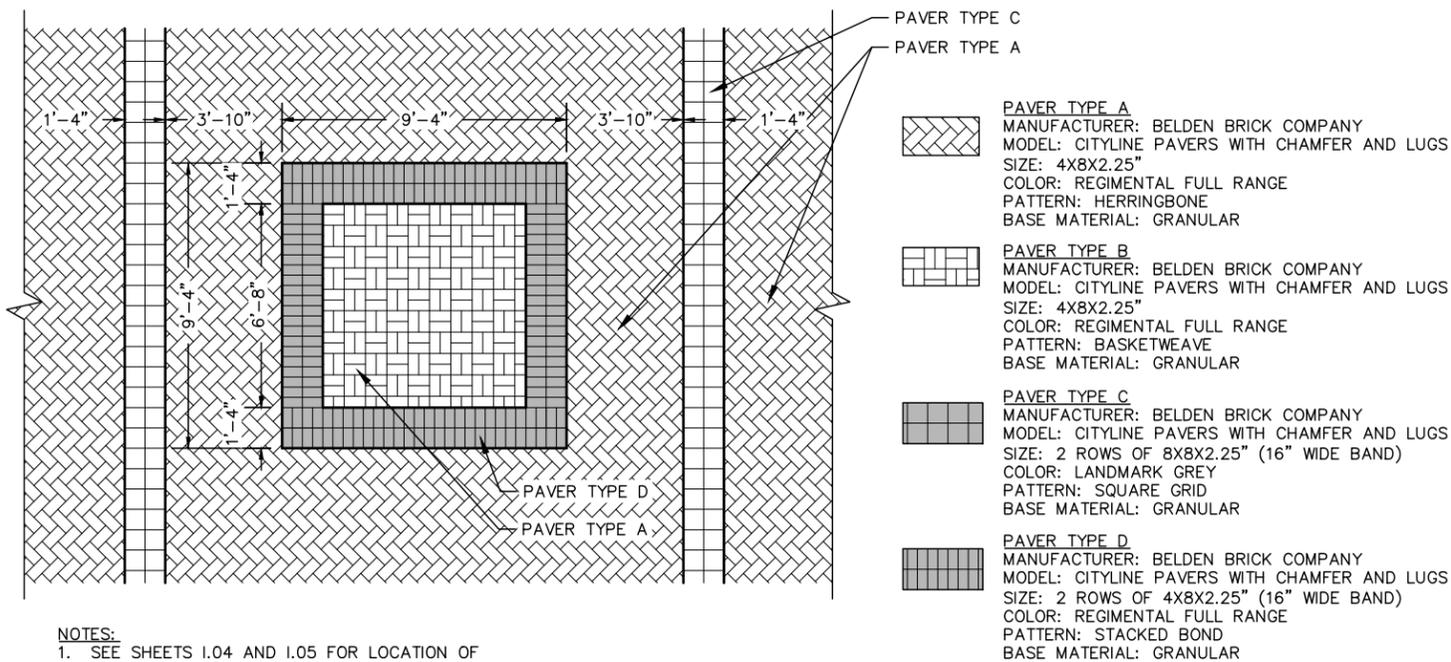


NOTES:

1. POLYMERIC SAND PROVIDED BY PAVERMATE OR APPROVED EQUAL. COLOR: GRANITE
2. REFER TO SHEETS I.02 AND I.03 FOR PAVER TYPE AND LAYOUT.
3. ONLY POLYMERIC SAND SHALL BE USED BETWEEN PAVERS AND PROPOSED OR EXISTING CONCRETE. NO EXPANSION JOINT BOARD OR FOAM EXPANSION JOINT MATERIALS ARE ALLOWED. EQUALLY SPACE PAVERS TO MINIMIZE LARGER GAPS.

PAVER SECTION OVER CULVERT

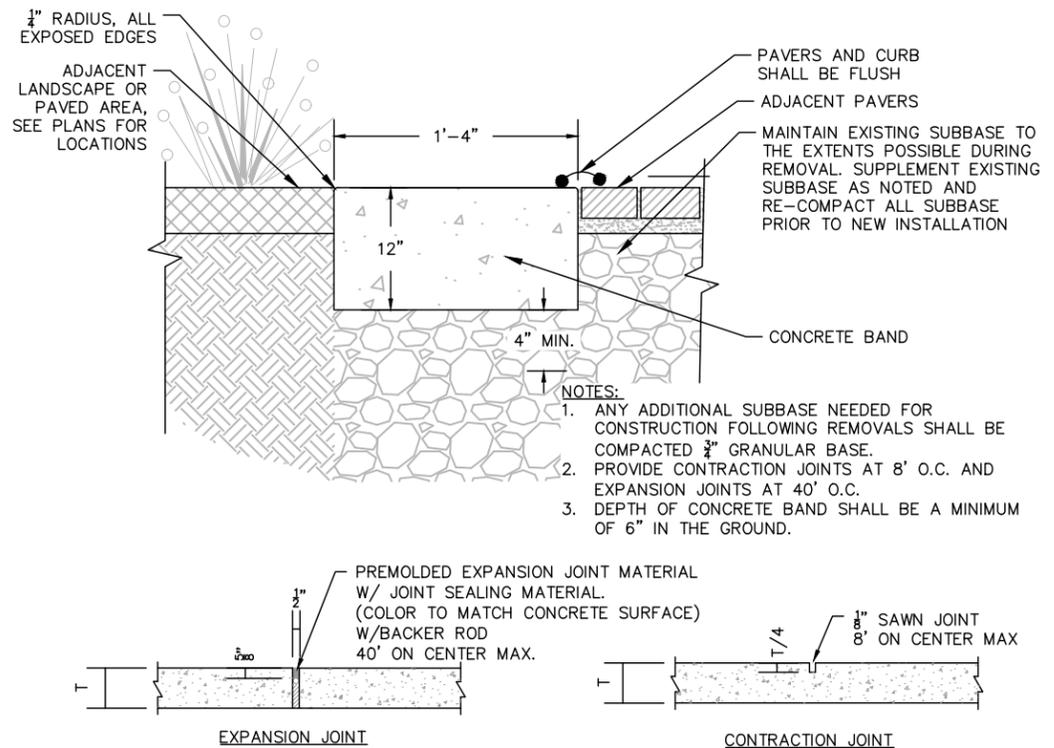
1 BRICK PAVERS
SCALE: NTS



NOTES:

1. SEE SHEETS I.04 AND I.05 FOR LOCATION OF DECORATIVE BRICK PAVEMENT AREA.
2. PAVERS SHALL BE CITYLINE SERIES BY BELDEN BRICK.

2 DECORATIVE PAVEMENT ENLARGEMENT
SCALE: NTS



3 CONCRETE BAND
SCALE: NTS

Item 37.	
DRN	CHK
DES	APP
CHK	REV
APP	DESCRIPTION

AECOM
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WWW.AECOM.COM

City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement

SITE DETAILS

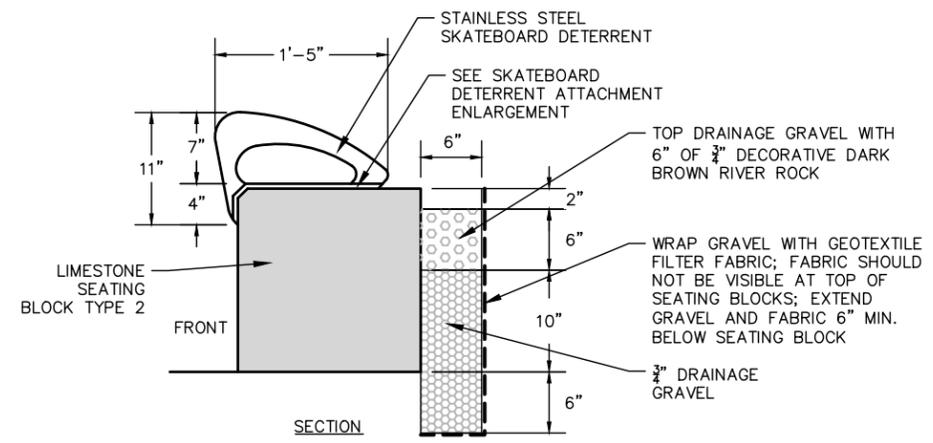
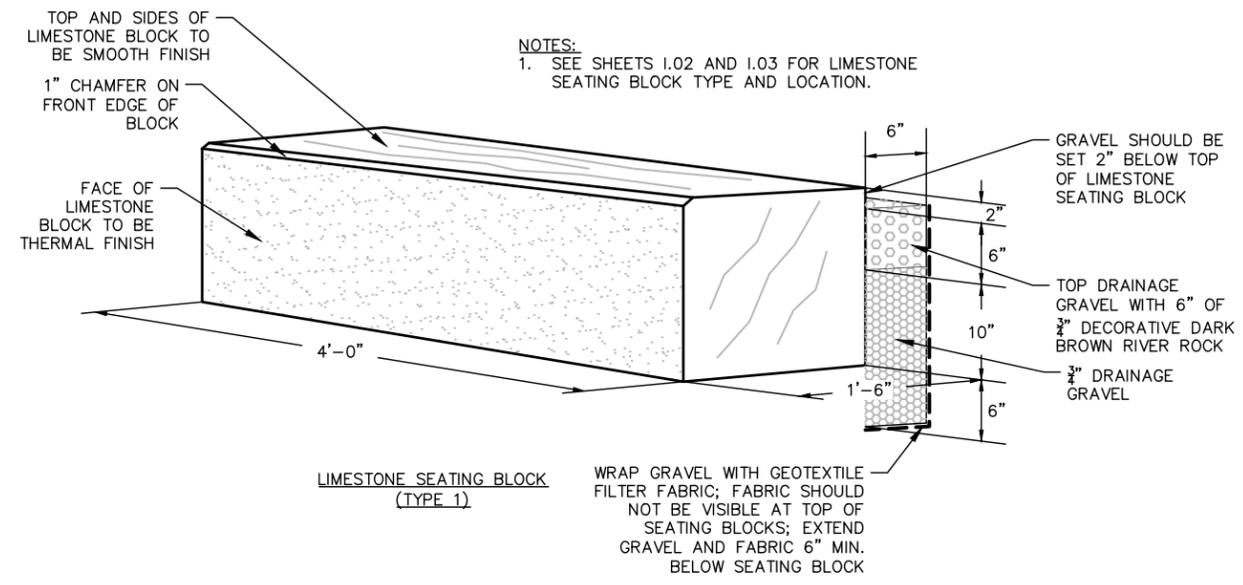
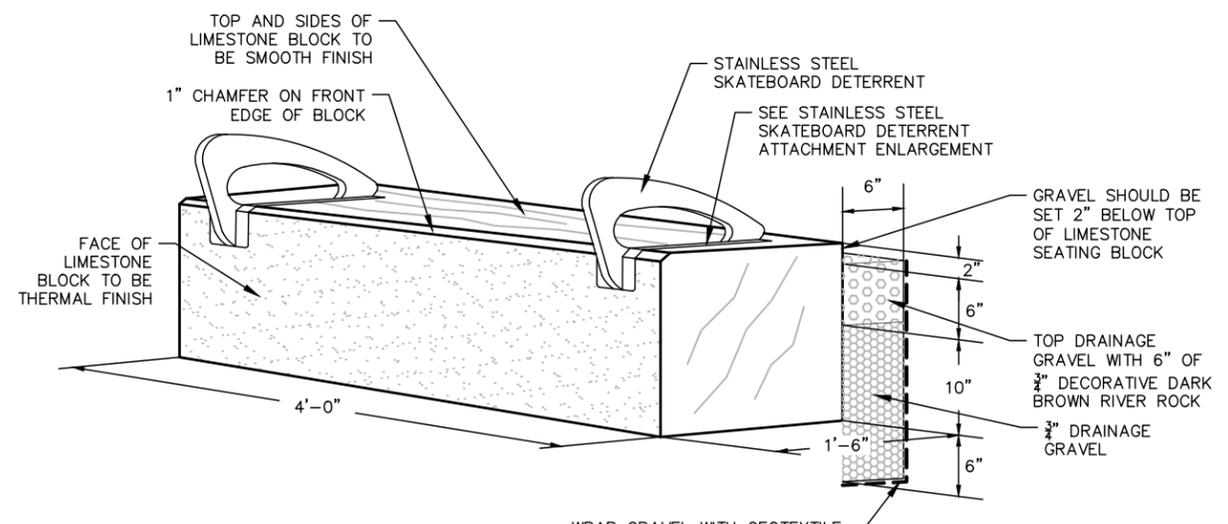
DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	SITE DETAILS
SHEET NO	577
DRAWING NO	1.09

MICHAEL BECKER
 CIVIL ENGINEER
 4/28/2022 10:01 PM
 c:\pwworking\AECOM\dca29-na-28191\mcham.l.dg@aecom.com\JBB23195\SITE DETAIL.dwg

DRN	DIS	CHK	APP	REV	DESCRIPTION

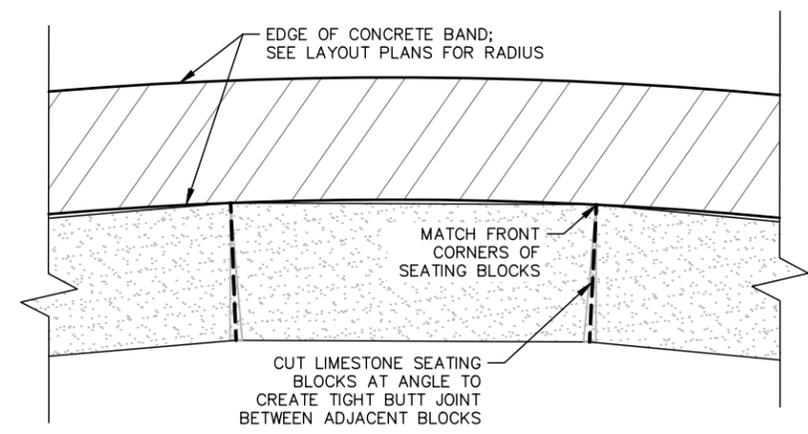
DRN	DIS	CHK	APP	REV	DESCRIPTION

City of Cedar Falls, Iowa Olive St. Box Culvert Replacement		SITE DETAILS
DATE	JUNE 2022	
PROJECT NO	60623997	
FILENAME	SITE DETAILS	
SHEET NO	578	
DRAWING NO	1.10	



NOTES:
1. SEE SHEETS I.02 AND I.03 FOR LIMESTONE SEATING BLOCK TYPE AND LOCATION.
2. LIMESTONE SEATING BLOCK TYPE 2 TO HAVE ADDITIONAL SKATEBOARD DETERRENT ATTACHMENT. SEE SKATEBOARD DETERRENT DETAIL.

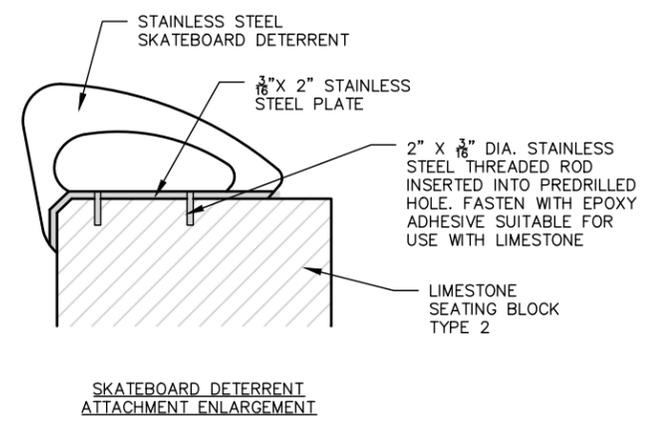
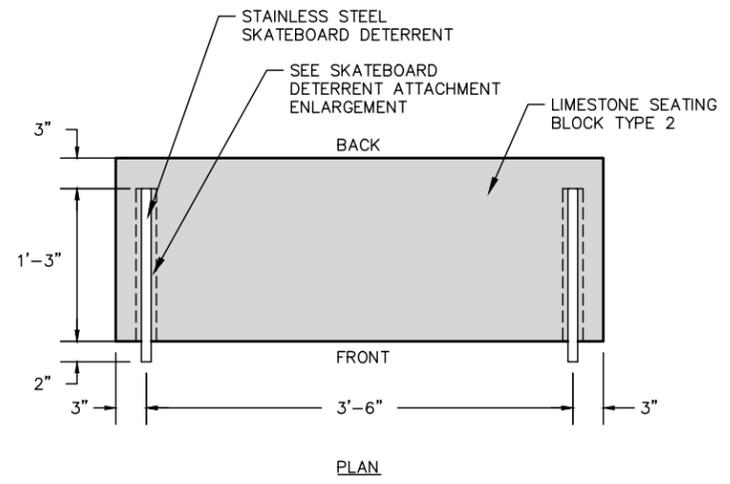
1 LIMESTONE SEATING BLOCK TYPE 1
SCALE: NTS



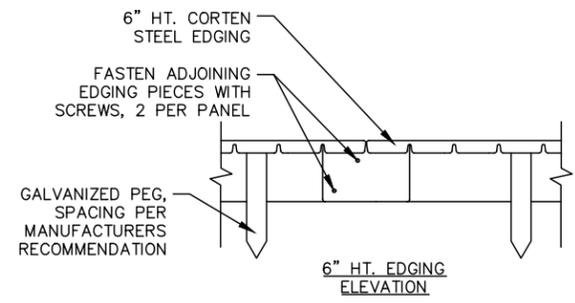
NOTES:
1. SEE SHEETS I.02 AND I.03 FOR LIMESTONE SEATING BLOCK TYPE AND LOCATION.
2. BLOCKS TO BE CUT AT RADIUS SECTIONS ONLY. SEE PLANS FOR LOCATIONS.

LIMESTONE SEATING BLOCK PLAN AT RADIUS SECTION

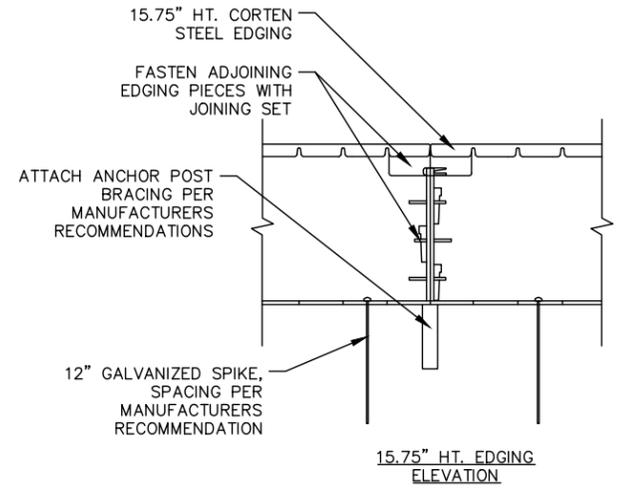
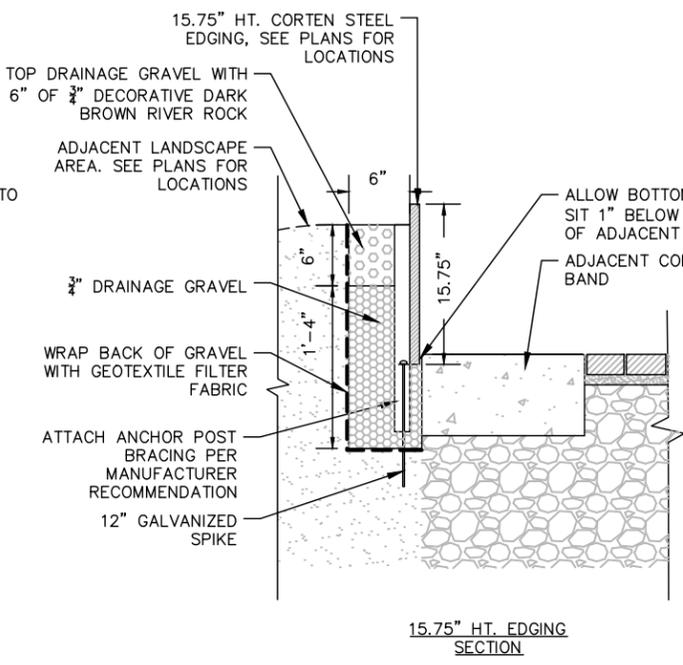
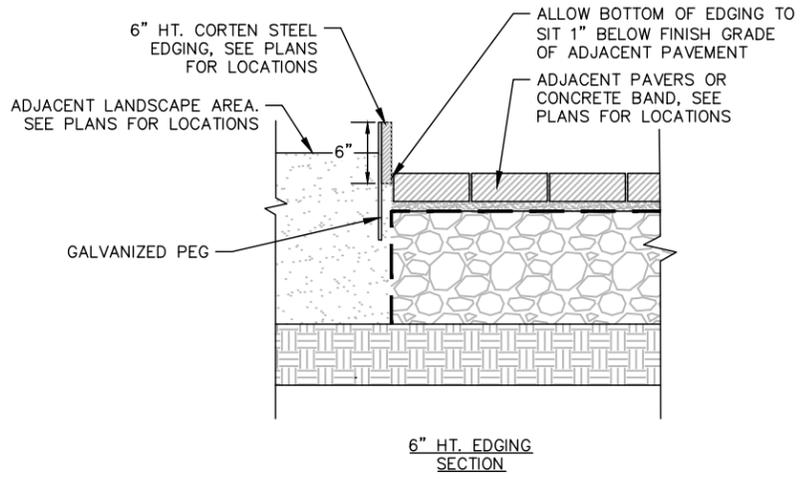
3 LIMESTONE SEATING BLOCKS AT RADIUS
SCALE: NTS



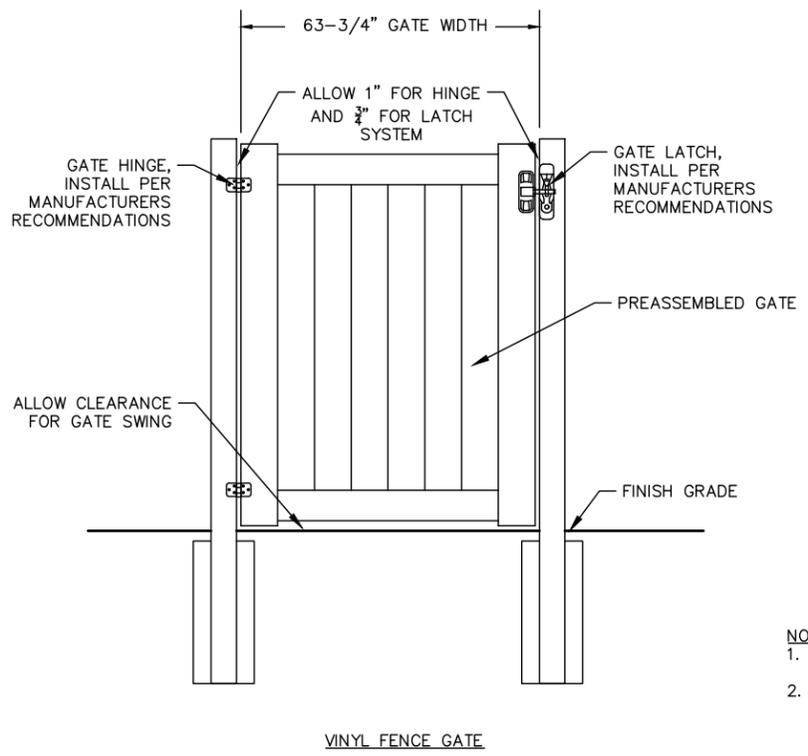
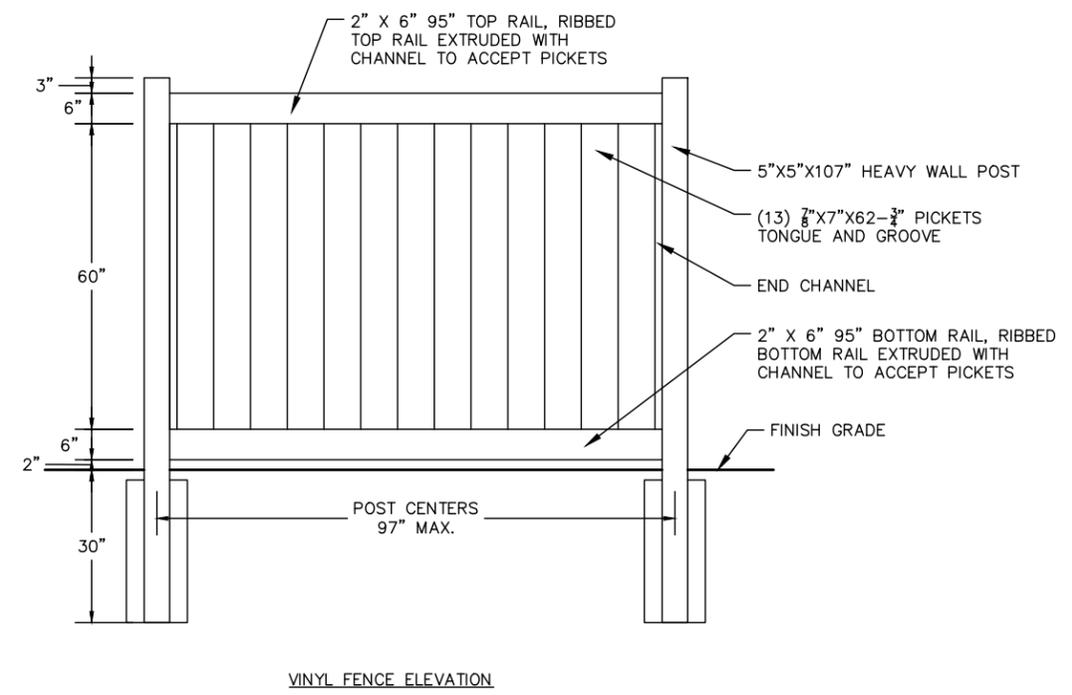
2 LIMESTONE SEATING BLOCK TYPE 2
SCALE: NTS



NOTES:
 1. CORTEN STEEL EDGING SHALL BE 6" HIGH RIGIDLINE OR FLEXLINE WEATHERING STEEL EDGING AND 15.75" HIGH FLEXLINE WEATHERING STEEL EDGING BY STRAIGHTCURVE. (WWW.STRAIGHTCURVE.COM) OR APPROVED EQUAL.
 2. METAL EDGING SHOULD BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.



1 CORTEN STEEL EDGING
SCALE: NTS



NOTES:
 1. FENCE AND GATE SHOULD BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
 2. FENCE AND GATE SHALL BE CHESTERFIELD CERTAGRAIN VINYL FENCE AND VINYL GATES OR APPROVED EQUAL. COLOR: SIERRA BLEND

2 VINYL SCREENING FENCE AND GATE
SCALE: NTS

Item 37.	
DRN	CHK
DES	APP
CHK	REV
DESCRIPTION	

AECOM
 501 Sycamore Street, Suite 222
 Waterloo, Iowa 50703
 T 319.232.6331 | F 319.232.0271
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City of Cedar Falls, Iowa
 Olive St. Box Culvert Replacement

SITE DETAILS

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	SITE DETAILS
SHEET NO	579
DRAWING NO	579

MICHEL BROWN
 CIVIL ENGINEER
 4/28/2022 10:01 PM
 c:\pwworking\AECOM\dca2-na-2819\mcham.l.dgim@aecom.com\JBB2395 SITE DETAIL.dwg



VERIFY SCALE IF PLAN SHEET IS REDUCED

1-INCH = 1'-0"

DRN	DES	CHK	APP	REV	DESCRIPTION	DRN	CHK	DATE

AECOM
 501 Sycamore Street, Suite 222
 Waterloo, Iowa 50703
 T 319.232.6531 F 319.232.0271
 WWW.AECOM.COM

City of Cedar Falls, Iowa
 Olive St. Box Culvert Replacement

PLAZA STAKING DETAILS

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	582

L.O.Z



VERIFY SCALE IF PLAN SHEET IS REDUCED

1-INCH = 100 FEET

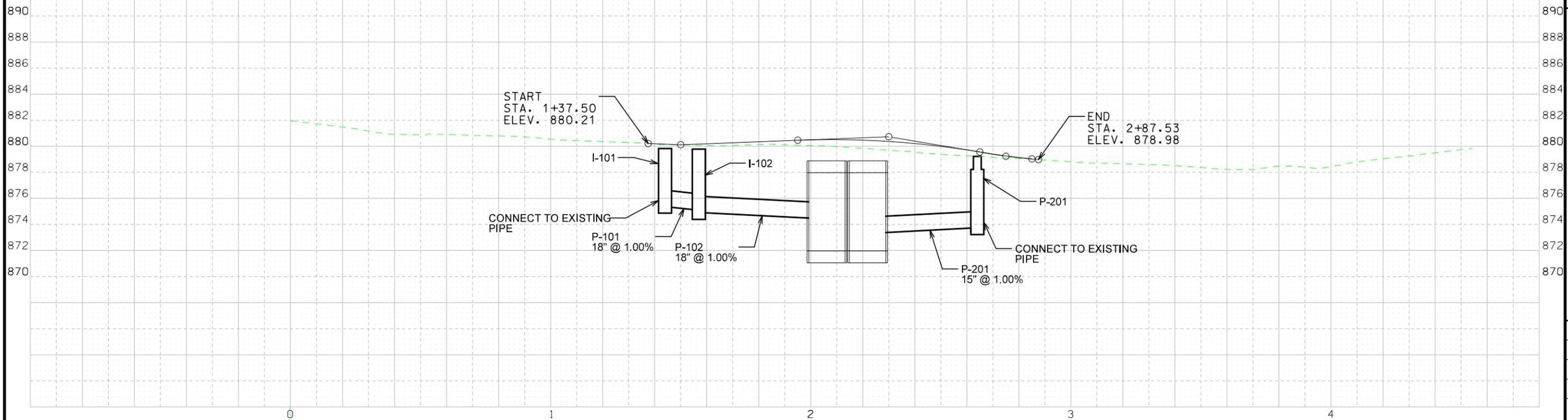
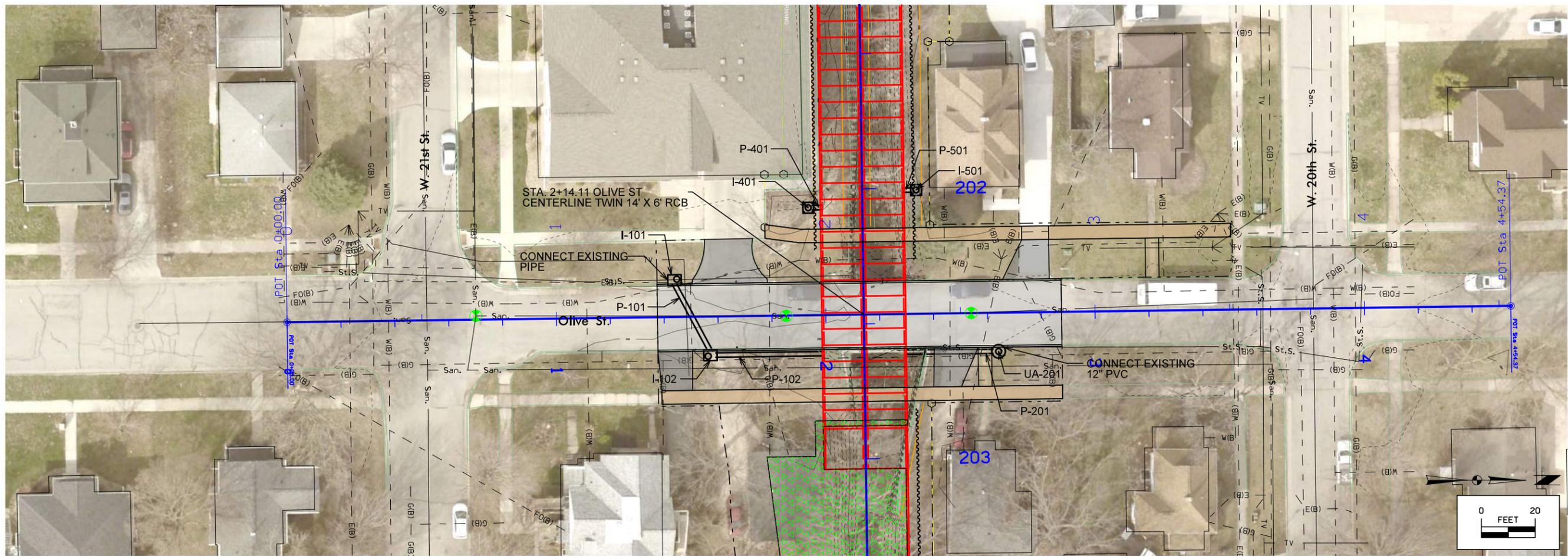
REV	DESCRIPTION	DRN	CHK	DATE

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City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement

OLIVE STAKING DETAILS

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	583

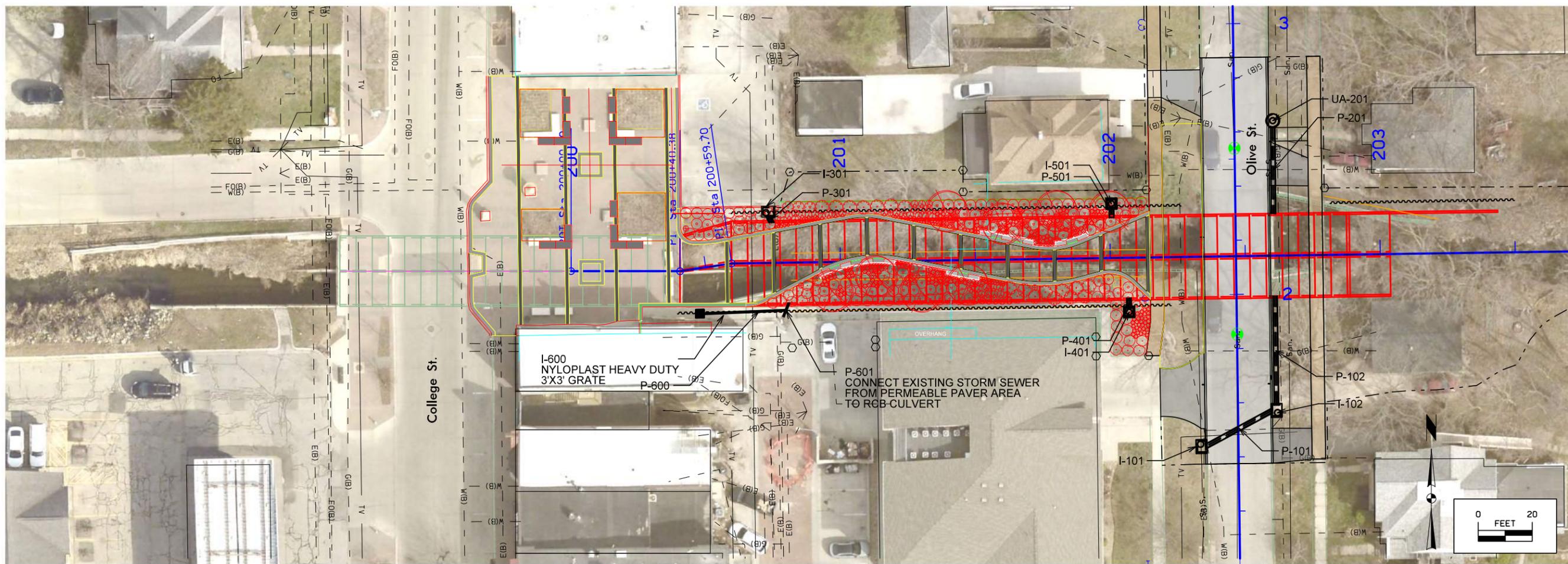


DRN	DES	CHK	APP	REV	DESCRIPTION	DRN	CHK	DATE

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City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement
STORM SEWER

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	584



104-5B
10-20-15

① Diameter or equivalent diameter

STORM SEWER

* Bid Item
** For SW-545

INTAKES AND UTILITY ACCESSES							PIPES													
No.	Location Station and Offset	*Type or Standard Road Plan	Form	Bottom	Extension Length**	Notes	Line Number	Intake/Utility Access No.	Class 'D'	Pipe Size ①	Bid* Length	Design Length	Slope %	Connected Pipe Joint (DR-121) Type	Flow Lines			Pipe Profile Sheet No.	Notes	
			Grade	Well											Elev.	Elev.	Elev.			Inlet Elevation
South of RCB Culvert							Design Length, Slope, and Flowlines are calculated from inside wall to inside wall along CL of pipe. An additional 2 ft length is added to each side of the Design Length to account for estimated length to center of structures.													
I-101	1+44.00, -12.5	SW-507	879.91	874.593		Connect to Exist	P-101	I-101	III	18	33	28.1	1		875.09	874.81		M.01		
I-102	1+57.00, 12.5	SW-507	879.94	874.112		18" PIPE	P-102	I-102	RCB	18	43	40.2	1		874.612	874.21		M.01	Outlet into RCB 202+60.80, RT	
North of RCB Culvert																				
UA201	2+64.00, 14.08	SW-401	879.85	872.943		Connect to Exist	P-201	JA-201	RCB	15	36	33.8	1		873.443	873.11		M.01	Outlet into RCB 202+60.66, LT	
Permeable Alley																				
I-301	200+78.62, 19.86	SW-507	881.04	874.823			P-301	I-301	RCB	15	6	3.1	2		875.323	875.25			Outlet into RCB 200+74.70, LT	
I-401	202+06.72, 20.06	SW-513 (36" X 36")	879.5	874.563			P-401	I-401	RCB	15	5	3.0	2		875.063	875			Outlet into RCB 202+06.70, RT	
I-501	202+00.71, -20.05	SW-513 (36" X 36")	880	874.563			P-501	I-501	RCB	15	11	8.6	2		875.063	874.887			Outlet into RCB 202+00.70, LT	
I-600	200+55.22, 17.21	NYLOPLAST HEAVY DUTY 3'X3' GRATE	881.75	877.96			P-600	I-601	P-601	HDPE	6	25	20.5	2		877.96	877.55			TEE INTO P-601
							P-601	EXIST	RCB	HDPE	6	9	5.0			877.45				Outlet into RCB 200+80.70, RT
		Total:																		
		SW-401	1																	
		SW-507	3						III	15	58									
		SW-513	2						III	18	76									
		Connect to RCB Culvert	5						HDPE	6	34									

*CONNECTION OF P-600 AND P-601 IS INCIDENTAL TO HDPE PIPE ITEM

DRN	DES	CHK	APP	REV	DESCRIPTION

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Waterloo, Iowa 50703
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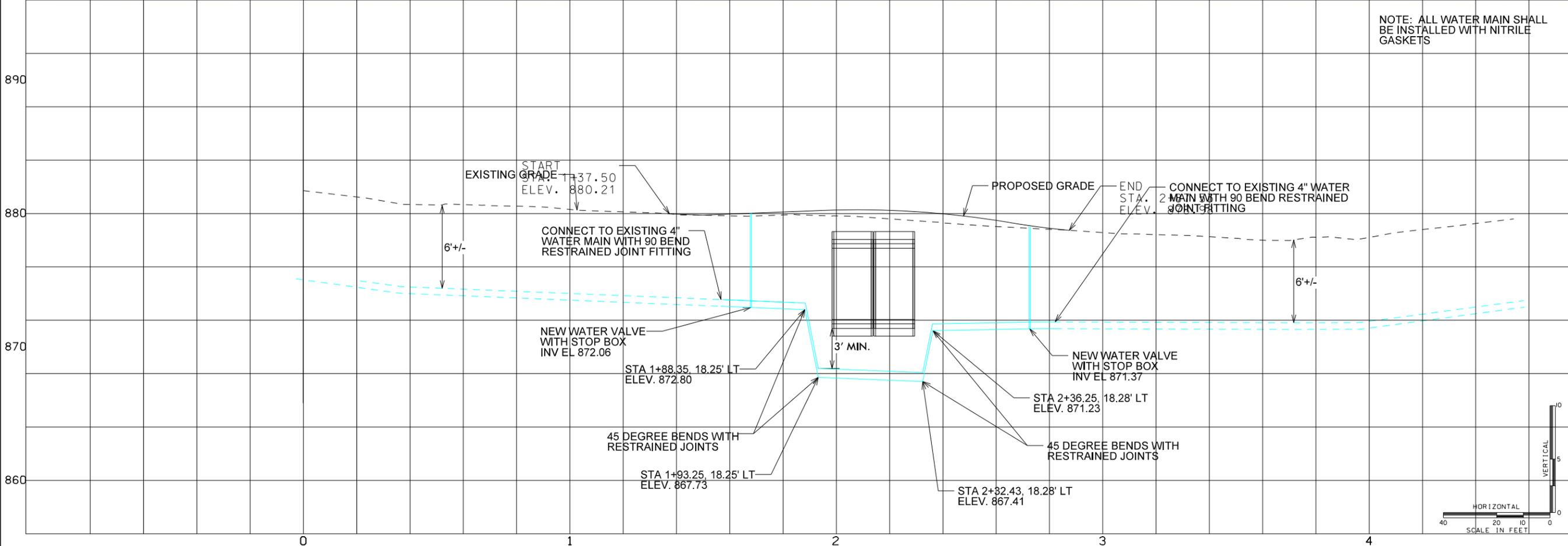
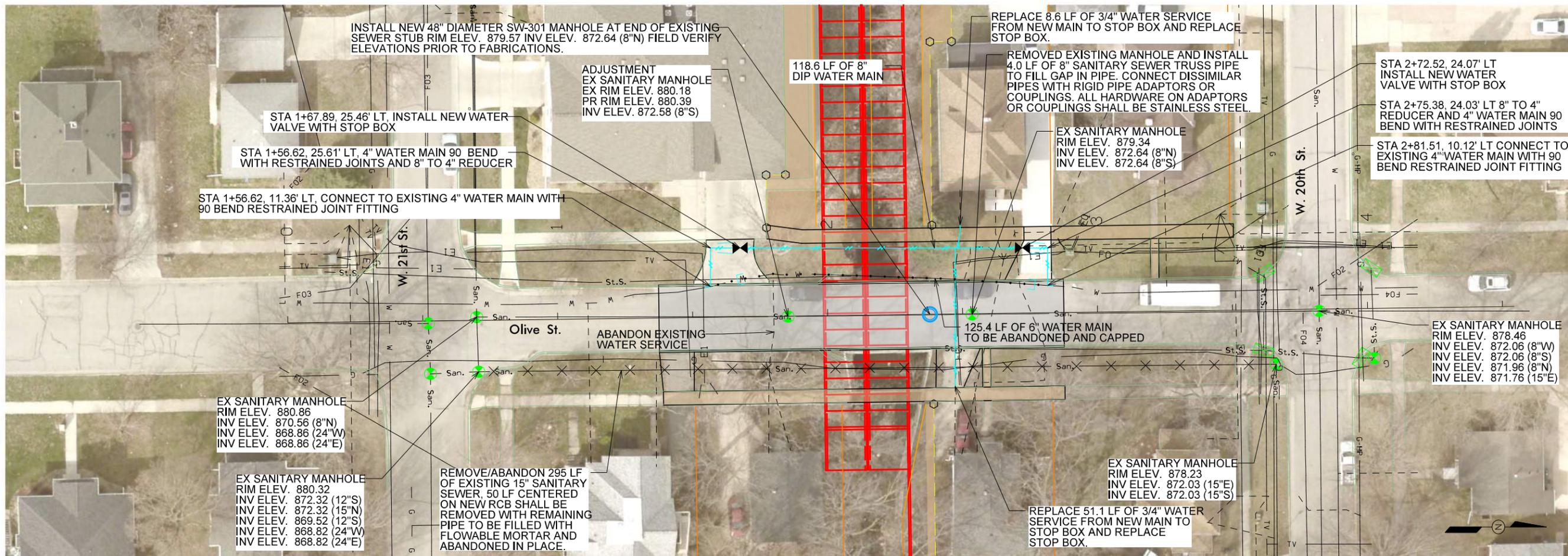
City of Cedar Falls, Iowa
Olive St. Box Culvert Replacement

STORM SEWER

DATE	JUNE 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	585

Item 37.

M.oz



REV	DESCRIPTION	CHK	DATE

AECOM
 501 Sycamore Street, Suite 222
 Waterloo, Iowa 50703
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 WWW.AECOM.COM

City of Cedar Falls, Iowa
 Olive St. Box Culvert Replacement

DRN	DES	CHK	APP	REV

DATE	May 2022
PROJECT NO	60623997
FILENAME	
SHEET NO	
DRAWING NO	586

ESTIMATED CULVERT QUANTITIES

ITEM NO.	ITEM CODE	ITEM	UNIT	TOTAL	AS BUILT QUANTITY
1	2102-0425070	SPECIAL BACKFILL	TON	625.9	
2	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	171.4	
3	2407-0875150	SPECIAL BACKFILL FOR BLANKET AND SUBDRAIN	CY	1182.1	
4	2115-0100000	MODIFIED SUBBASE MATERIAL	CY	37.8	
5	2402-2720000	EXCAVATION, CLASS 20	CY	2494.1	
6	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	42.5	
7	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	60.7	
8	2404-7775000	REINFORCING STEEL	LB	15,079.0	
9	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAILING	LF	88	
10	2415-2111208	PRECAST CONCRETE BOX CULVERT, 14 FT.X6 FT.	LF	228	
11	2415-2111208	PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT.X6 FT.	EACH	1.0	
12	2599-9999020	SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14FT. X 6FT.	EACH	1.0	
13	2507-3250005	ENGINEERING FABRIC	SY	416.0	
14	2507-6800061	REVTMENT, CLASS E	TON	317.0	
15	2401-6745650	REMOVAL OF EXISTING STRUCTURES	LS	1.0	
16	2501-8400172	TEMPORARY SHORING	LS	1.0	
17	2506-4984000	FLOWABLE MORTAR	CY	429.2	

ESTIMATE REFERENCE INFORMATION - DESIGN

ITEM NO.	ITEM CODE	DESCRIPTION
1	2102-0425070	SPECIAL BACKFILL SEE GRANULAR BEDDING DETAILS. RECLAIMED ASPHALT PAVEMENT (RAP) AND RECLAIMED HMA SHALL NOT BE USED FOR SPECIAL BACKFILL.
2	2104-2710020	EXCAVATION, CLASS 10, CHANNEL INCLUDES COST TO CLEAR THE CHANNEL TO THE SHAPE, DEPTH, AND EXTENT SHOWN ON THE SITUATION PLAN. SUITABLE CHANNEL EXCAVATION MATERIAL MAY BE USED TO BACKFILL THE CULVERT AS DETAILED ON STANDARD ROAD PLAN DR-111. SUITABLE SOILS SHALL BE AS DEFINED BY ARTICLE 2102.02, D.2 OF THE STANDARD SPECIFICATIONS. BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH SECTION 2107. UNSUITABLE OR EXCELL MATERIAL SHALL BE WASTED AT A LOCATION PROVIDED BY THE CONTRACTOR AND NOTED TO THE ENGINEER.
3	2107-3825025	SPECIAL BACKFILL FOR BLANKET AND SUBDRAIN INCLUDES MATERIAL, LABOR, AND EQUIPMENT REQUIRED FOR PLACEMENT GRANULAR BACKFILL. BACKFILL MATERIAL SHALL NOT CONTAIN NATURAL SANDS.
4	2115-0100000	MODIFIED SUBBASE MATERIAL INCLUDES MATERIAL, LABOR AND EQUIPMENT REQUIRED FOR PLACEMENT AND COMPACTION OF MODIFIED SUBBASE MATERIAL. MODIFIED SUBBASE MATERIAL TO CONFORM WITH IDOT STANDARD SPECIFICATION 4123.
5	2402-2720000	EXCAVATION, CLASS 20 INCLUDES EXCAVATION FOR GRANULAR BACKFILL, MODIFIED SUBBASE MATERIAL, AND FOR CONSTRUCTION OF CULVERT BARREL, END SECTIONS AND RETAINING WALL. INCLUDES DEWATERING NECESSARY TO KEEP GRANULAR BEDDING AND MODIFIED SUBBASE MATERIAL DRY. DOES NOT INCLUDE EXCAVATION FOR RIPRAP AT OUTLET. BACKFILLING AND COMPACTION TO 98 PERCENT OF MODIFIED PROCTOR DENSITY IS INCLUDED IN THIS ITEM. HAULING AND DISPOSAL OF EXCESS MATERIAL SHALL BE INCLUDED IN THIS ITEM.
6	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS) ALL STRUCTURAL CONCRETE TO BE CLASS "C". INCLUDES RUSTICATION PATTERN AND LIMESTONE COLORED STAINING AT CULVERT WING WALLS AND RETAINING WALL. INCLUDES FURNISHING AND PLACING 4" DIA. SUBRAINS AND OUTLETS.
7	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT) ALL STRUCTURAL CONCRETE TO BE CLASS "C". INCLUDES RUSTICATION PATTERN AND LIMESTONE COLORED STAINING AT CULVERT WING WALLS AND RETAINING WALL. INCLUDES FURNISHING AND PLACING 4" DIA. SUBRAINS AND OUTLETS.
9	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAILING INCLUDES ALL EQUIPMENT, MATERIALS, AND LABOR NEEDED TO FURNISH AND INSTALL STEEL PIPE PEDESTRIAN HAND RAILING.
10-11	2415-2111208	PRECAST CONCRETE BOX CULVERT, 14FT. X 6FT. AND CONCRETE CULVERT, STRAIGHT END SECTION, 14 FT.X 6FT. INCLUDES ALL MATERIAL AND LABOR ASSOCIATED WITH PROVIDING AND INSTALLING THE CULVERT TIES, LIFTING HOLE PLUGS, ENGINEERING FABRIC, JOINT MATERIAL, PARAPET, TOE WALL AND GROUT AS REQUIRED. ALL SECTIONS SHALL MEET THE REQUIREMENTS OF IM 445.02. METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE PLAN QUANTITY. BARREL AND END SECTIONS SHALL CONTAIN A TONGUE AND GROOVE JOINT AROUND THE PERIMETER OF EVERY PIECE. A SHOP DRAWING SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
12	2599-9999020	SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14FT. X 6FT. INCLUDES ALL MATERIAL AND LABOR ASSOCIATED WITH PROVIDING AND INSTALLING THE CULVERT TIES, LIFTING HOLE PLUGS, ENGINEERING FABRIC, JOINT MATERIAL, PARAPET, TOE WALL AND GROUT AS REQUIRED. ALL SECTIONS SHALL MEET THE REQUIREMENTS OF IM 445.02. METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE PLAN QUANTITY. BARREL AND END SECTIONS SHALL CONTAIN A TONGUE AND GROOVE JOINT AROUND THE PERIMETER OF EVERY PIECE. A SHOP DRAWING SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
13	2507-3250005	ENGINEERING FABRIC SEE 'C.I.P. SITUATION PLAN' FOR LIMITS. IF THE ENGINEERING FABRIC IS LAPPED, THE LAPS SHALL BE A MINIMUM OF TWO FEET IN LENGTH, SHINGLE FASHION WITH UP SLOPE LAP PIECE ON TOP. THE CONTRACTOR SHALL PROVIDE A MEANS TO SECURE THE LAP DURING THE PLACEMENT OF THE REVETMENT. ENGINEERING FABRIC SHALL BE MATERIAL AS SPECIFIED FOR EMBANKMENT EROSION CONTROL IN ACCORDANCE WITH ARTICLE 4196.01, B.3 OF THE STANDARD SPECIFICATIONS.
15	2401-6745650	REMOVAL OF EXISTING STRUCTURES THE LUMP SUM BID FOR "REMOVAL OF EXISTING STRUCTURES" SHALL INCLUDE REMOVAL AND DISPOSAL OF EXISTING CULVERT, CULVERT END SECTIONS, CULVERT HEADWALLS, AND RETAINING WALL. ALL SALVAGEABLE MATERIAL AND UNSALVAGEABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
16	2501-8400172	TEMPORARY SHORING INCLUDES ALL MATERIAL, LABOR AND EQUIPMENT REQUIRED TO FURNISH AND INSTALL TEMPORARY SHORING. TEMPORARY SHORING TO BE DESIGNED AND DETAILED BY THE CONTRACTOR AND THE DESIGN SUBMITTED TO THE ENGINEER FOR APPROVAL. THE DESIGN IS TO BE SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF IOWA.



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.

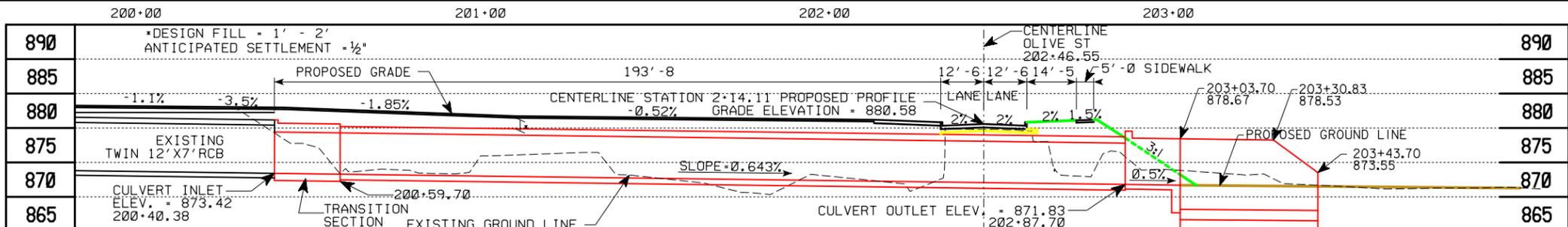
Audra Rodgers 6/9/2022
 Signature Date
 AUDRA L. RODGERS
 Printed or Typed Name

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: SHEETS V.1-V.18

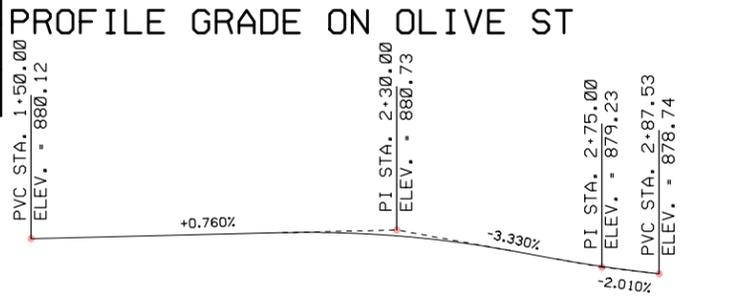
STANDARD DESIGN
**TWIN 14' X 6' X 228' PRECAST
 R.C.B. CULVERT WITH
 19'-4 C.I.P. TRANSITION
 QUANTITIES**

STA. 2+14.11 OLIVE ST JULY, 2021
BLACK HAWK COUNTY

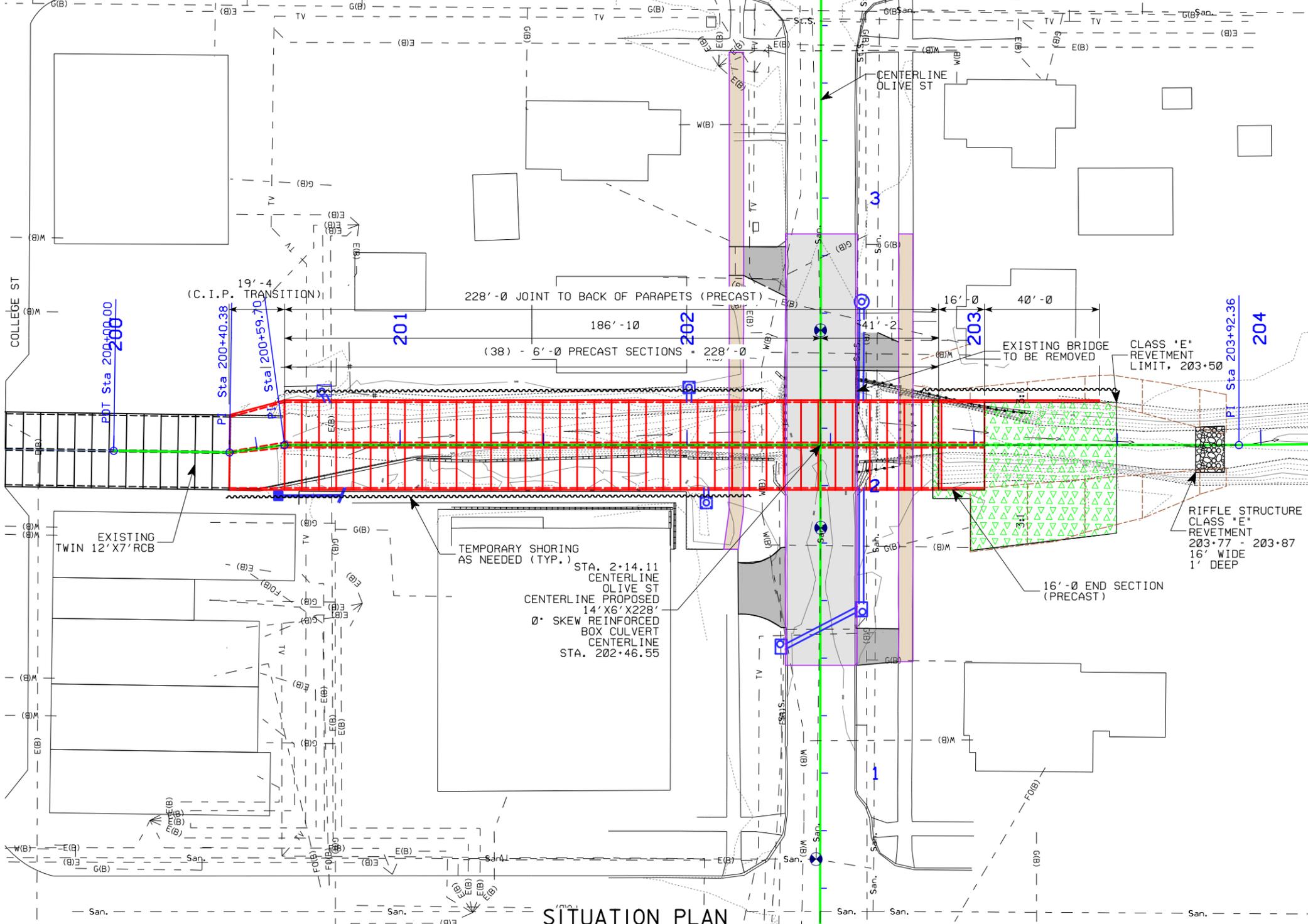


BENCHMARK:
 CP10020 - DTS MARKER
 3654167.95 NORTHING
 5203028.54 EASTING
 ELEV. 878.31

HYDRAULIC DATA
 DRAINAGE AREA = 2.2 SQ. MI.
 Q100 = 870 CFS
 HW ELEV. = 879.14
 Q50 = 1200 CFS
 HW ELEV. = 880.12
 Q100 = 1375 CFS
 HW ELEV. = 880.97



LONGITUDINAL SECTION ALONG CENTERLINE CULVERT



ESTIMATED REVETMENT QUANTITIES INCLUDED WITH ROAD PLANS

LOCATION	REVETMENT CL. "E" (TON)	ENGINEERING FABRIC (SY)	EXCAVATION (CY)
OUTLET	315.7	416.0	171.4
TOTALS	315.7	416.0	171.4

EXCAVATION QUANTITY CALCULATED FROM GRADING SURFACE. QUANTITIES SHOWN FOR INFORMATION ONLY. SEE ROAD SHEETS.

- PLAN NOTES:**
- DRAINAGE THROUGH EXISTING CULVERT/CHANNEL MUST BE MAINTAINED THROUGHOUT CONSTRUCTION
 - ALL UNITS ARE IN FEET AND INCHES UNLESS NOTED OTHERWISE

LOCATION
 OLIVE ST
 T-89N R-14W
 SECTION 13
 CEDAR FALLS TOWNSHIP
 BLACK HAWK COUNTY
 LATITUDE 42.5192712°
 LONGITUDE -92.4546856°

OLIVE ST ALIGNMENT
 OLIVE ST TANGENT
 PT STA. 1+84.83
 POE STA. 3+05.00

TRAFFIC ESTIMATE
 2017 AADT 486 V.P.D.
 TRUCKS 0 %

- UTILITIES LEGEND:**
- E(B) - ELECTRIC CEDAR FALLS UTILITIES
 - TV - TV CEDAR FALLS UTILITIES
 - F(O) - FIBER OPTIC CEDAR FALLS UTILITIES
 - G(B) - GAS CEDAR FALLS UTILITIES
 - W(B) - WATER CEDAR FALLS UTILITIES
 - San. - SANITARY SEWER CITY OF CEDAR FALLS
 - St.S. - STORM SEWER CITY OF CEDAR FALLS

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION
 SITUATION PLAN
 STA. 2+14.11 OLIVE ST
 JULY, 2021
 BLACK HAWK COUNTY

GENERAL NOTES:

IT IS THE INTENT OF THIS DESIGN TO EXTEND THE EXISTING COLLEGE ST. CULVERT AND REPLACE THE EXISTING OLIVE ST. CULVERT WITH A 14'X6'X228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION BOX CULVERT SKEWED 0° AT STATION 2+14.11 (CL OLIVE ST).

FAINT LINES ON PLANS INDICATE EXISTING STRUCTURE.

UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN THE CONSTRUCTION LIMITS SHALL BE NOTIFIED BY THE CONTRACTOR OF THE CONSTRUCTION STARTING DATE.

WHEN DE-WATERING PRESENTS A PROBLEM FOR PLACING THE CURTAIN WALLS AS DETAILED, ALTERNATE METHODS SUCH AS STEEL SHEET PILE AND PRECAST CONCRETE WALLS MAY BE APPROVED BUT AT NO ADDITIONAL COST. THE CULVERT CONTRACTOR IS TO SUBMIT TO THE ENGINEER FOR APPROVAL COMPLETE DRAWINGS OF THE PROPOSED CURTAIN WALL ALTERNATE BEFORE BEGINNING CONSTRUCTION.

THE ROAD WILL BE CLOSED TO TRAFFIC DURING CONSTRUCTION. SEE TRAFFIC CONTROL PLAN NOTE IN THE ROAD PLANS.

VERTICAL EARTH PRESSURE, EV=0.120 kcf.
HORIZONTAL EARTH PRESSURE, EHmax = 0.060 kcf MAX, EHmin = 0.030 kcf.

THE CLEAR DISTANCE FROM FACE OF CONCRETE TO NEAR EDGE OR END OF REINFORCING BAR TO BE 2" UNLESS OTHERWISE NOTED.

EXCEPT FOR DOWEL BARS 5r1 IN SLAB, LONGITUDINAL REINFORCING IS NOT TO EXTEND THRU THE CONSTRUCTION JOINTS.

FLOOR OF BARREL SHALL RECEIVE A BROOMED FINISH MEETING THE REQUIREMENTS OF ARTICLE 2511.03,B,3,b, OF THE STANDARD SPECIFICATIONS AND MEET THE SMOOTHNESS REQUIREMENTS OF ARTICLE 2511.03,B,5,b, OF THE STANDARD SPECIFICATIONS. SIDES OF FOOTING ARE TO BE FORMED TO INSURE CORRECT LINE AND GRADE.

THE PERMISSIBLE CONSTRUCTION JOINT AT THE TOP OF THE WALLS MAY BE LOWERED AT THE CONTRACTOR'S OPTION WITH ENGINEER'S APPROVAL.

THE REINFORCEMENT SUPPLIED FOR THIS STRUCTURE SHALL BE GRADE 60 REINFORCEMENT IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE DESIGN STRESSES ARE BASED ON GRADE 60 REINFORCEMENT.

THE VERTICAL BARS IN THE WALLS MAY BE SPLICED ABOVE THE FOOTING AT THE CONTRACTOR'S OPTION AS FOLLOWS:

BAR SIZE NUMBER	4	5	6	7
MINIMUM SPLICE LENGTH	20"	24"	29"	34"

THIS SPLICE, IF USED, WILL BE AT THE CONTRACTOR'S EXPENSE.

REINFORCING BAR CLEARANCES WILL BE 2" EXCEPT AS FOLLOWS:

- EDGE CLEARANCES:
 TOP OF FLOOR 2 1/4" TO NEAR TRANSVERSE REINFORCING BAR
 BOTTOM OF FLOOR 3 1/2" TO NEAR TRANSVERSE REINFORCING BAR
- END CLEARANCES:
 VERTICAL TOP 2"
 VERTICAL BOTTOM 3" OR 3 1/2" IF OVERALL HEIGHT OF THE PEDESTRIAN TUNNEL IS NOT TO A FULL INCH
 TRANSVERSE 2"

ALL REINFORCING STEEL IS LABELLED WITH ENGLISH NOTATION (5d1 IS 5/8 INCH DIAMETER BAR). ENGLISH REINFORCING STEEL RECEIVED IN THE FIELD MAY DISPLAY THE FOLLOWING "BAR DESIGNATION". THE "BAR DESIGNATION" IS THE STAMPED IMPRESSION ON THE REINFORCING BARS, AND IS EQUIVALENT TO THE BAR DIAMETER IN MILLIMETERS.

ENGLISH SIZE	4	5	6	7	8	9
BAR DESIGNATION	13	16	19	22	25	29

ALL REINFORCING BARS AND BARS NOTED AS DOWELS SUPPLIED FOR THIS STRUCTURE SHALL BE DEFORMED REINFORCEMENT UNLESS OTHERWISE NOTED OR SHOWN.

ALL CONSTRUCTION JOINTS SHALL BE FORMED WITH A BEVELED KEYWAY EXCEPT AT BELL JOINTS. ALL BEVELED KEYWAYS SHALL BE CENTERED.

KEYWAY SIZE SHALL BE 2x4 EXCEPT THE KEYWAY BETWEEN THE FLOOR AND WALL SHALL BE 2x6. KEYWAY DIMENSIONS SHOWN ON THE PLANS ARE BASED ON NOMINAL DIMENSIONS UNLESS STATED OTHERWISE. IN ADDITION, THE BEVEL USED ON THE KEYWAY SHALL BE LIMITED TO A MAXIMUM OF 10 DEGREES FROM VERTICAL.

ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED OR SHOWN.

TRAFFIC CONTROL PLAN
 NOTE: THE ROADWAY WILL BE CLOSED TO THRU TRAFFIC. REFER TO THE TRAFFIC CONTROL PLAN ON THE ROAD PLANS IN THESE PLANS.

NOTE:
 SEE SHEET D.2 FOR ADDITIONAL GRADING PLAN INFORMATION.

NOTE:
 POLLUTION PREVENTION PLAN SHOWN ELSEWHERE IN THESE PLANS.

LOCATION	QUANTITY	TOTAL
19'-4 BARREL SECTION	1 AT 10,068	10,068
Z DOWEL BAR SETS	1 AT 469	469
RETAINING WALL	1 AT 4542	4542
	TOTAL (LBS.)	15,079

LOCATION	FOOTING	WALLS	SLAB*	TOTAL
19'-4 BARREL SECTION	1 AT 21.7	1 AT 12.0	1 AT 26.9	60.6
RETAINING WALL	1 AT 18.9	1 AT 21.4	1 AT 2.2	42.5
	TOTAL (C.Y.)	40.6	33.4	29.1

* SHEAR KEY FOR RETAINING WALL

STANDARD	ISSUED	REVISED
TWRCB G1-20	7-20	-
TWCBJ 3-20	7-20	-

SPECIFICATIONS:

DESIGN: AASHTO LRFD 9TH ED, SERIES OF 2020.

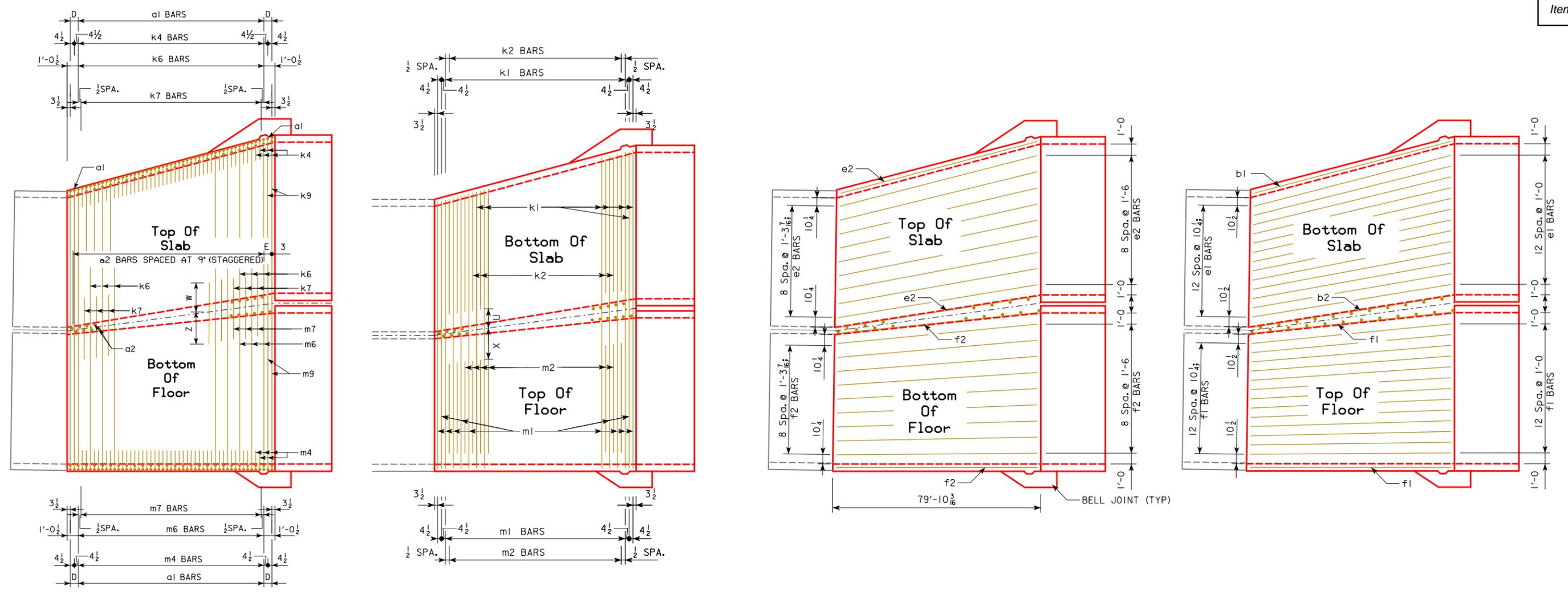
CONSTRUCTION: IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, CURRENT SERIES, PLUS APPLICABLE GENERAL SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

DESIGN STRESSES:

DESIGN STRESSES FOR THE FOLLOWING MATERIALS ARE IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH ED, SERIES OF 2020:

REINFORCING STEEL IN ACCORDANCE WITH AASHTO LRFD SECTION 5, GRADE 60.
 CONCRETE IN ACCORDANCE WITH AASHTO LRFD SECTION 5, F'C = 4.0 KSI.

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION
GENERAL NOTES
 STA. 2+14.11 OLIVE ST JULY, 2021
BLACK HAWK COUNTY



TRANSITION BARREL SECTION PLAN VIEWS
(KEYWAYS NOT SHOWN)

REVISED 07-14 - TRANSITION WALL DETAILS.
 REVISED 12-2016 - EDITED KEYWAY NOTES IN PLAN VIEWS AND CORRECTED TYPOS.
 ENGLISH REDSIGNED TWIN CULVERTS.DGN - TWRCB_G2-12 - THIS SHEET ISSUED 04-12-2022

STANDARD DESIGN

**TWIN 14' X 6' X 228' PRECAST
R.C.B. CULVERT WITH
19'-4 C.I.P. TRANSITION
TRANSITION DETAILS**

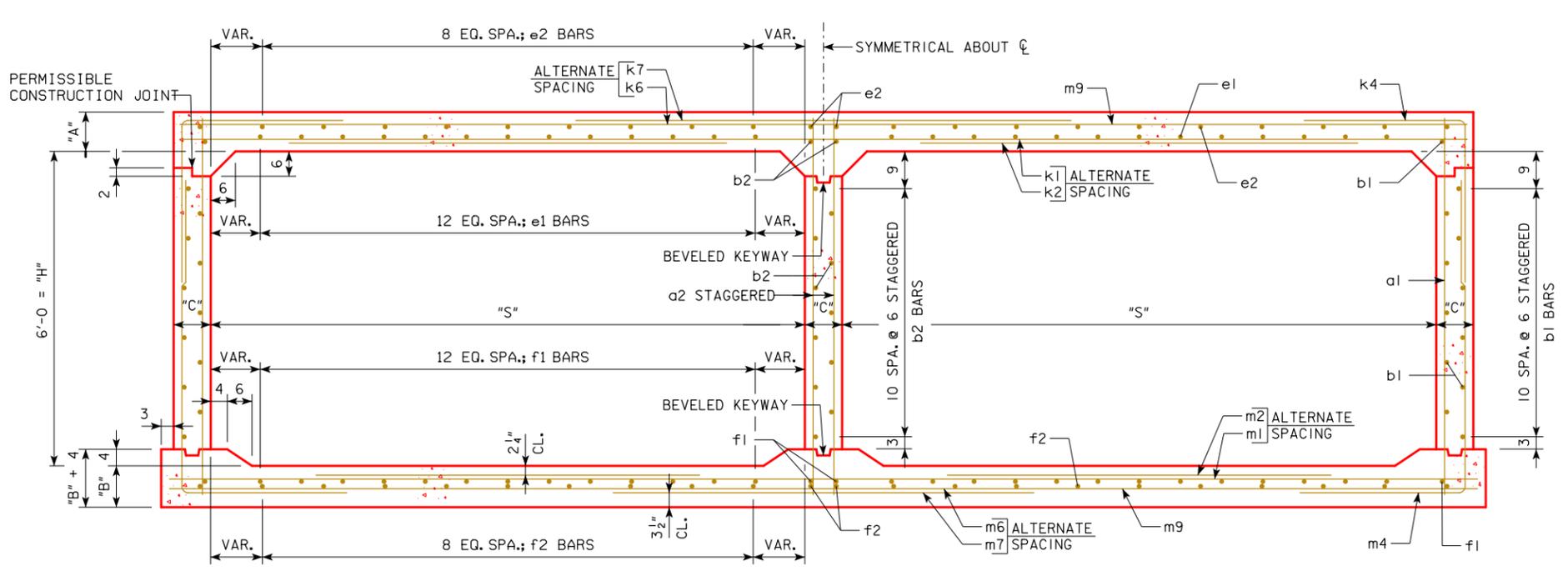
STA. 2+14.11 OLIVE ST JULY, 2021

BLACK HAWK COUNTY

DIMENSIONS AND QUANTITIES FOR TWIN 19'-4 TRANSITION BARREL SECTIONS

DIMENSIONS													BAR LIST																																																							
													a1				a2				b1				b2				e1				e2				f1				f2				k1				k2				k4				k6				k7				k9			
FILL	S	H	A	B	C	D	E	U	W	X	Z	SIZE	SP.	L	SIZE	SP.	L	SIZE	SP.	NO.	SIZE	SP.	NO.	SIZE	SP.	NO.	SIZE	SP.	NO.	SIZE	SP.	NO.	SIZE	SP.	NO.	SIZE	SP.	L	SIZE	SP.	L	SIZE	SP.	L	H	V	SIZE	SP.	L	SIZE	SP.	L	SIZE	SP.	L	SIZE	SP.	L										
2	12	6	15.5	12.5	8	9	9	1'-10	7'-10	2'-11	5'-5	5	9	8'-0	6	9	8'-0	4	6	24	4	6	13	4	10 1/4	26	4	15 7/16	22	4	10 1/4	30	4	15 7/16	22	5	9	VAR.	5	9	13'-0	5	4 1/2	8'-4	4'-2	4'-2	5	9	VAR.	5	9	16'-6	5	4 1/2	VAR.	5	9	16'-6	5	4 1/2	VAR.							
2	14	6	15.5	12.5	22	9	9	1'-10	8'-3	3'-2	6'-0	5	9	8'-0	6	9	8'-0	4	6	24	4	6	13	4	10 1/4	26	4	15 7/16	22	4	12	30	4	18	22	5	9	VAR.	5	9	13'-0	5	4 1/2	8'-4	4'-2	4'-2	5	9	VAR.	5	9	16'-6	5	4 1/2	VAR.	5	9	16'-6	5	4 1/2	VAR.							

BAR LIST																																				
													m1				m2				m4				m6				m7				m9			
FILL	SIZE	SP.	L	SIZE	SP.	L	SIZE	SP.	L	H	V	SIZE	SP.	L	SIZE	SP.	L	SIZE	SP.	L	SIZE	SP.	L	SIZE	SP.	L										
2	5	9	VAR.	5	9	10'-5	5	4 1/2	10'-4	3'-10	6'-6	5	9	VAR.	6	9	12'-0	6	9	12'-0	6	4 1/2	VAR.	6	4 1/2	VAR.										
2	5	9	VAR.	5	9	10'-5	5	4 1/2	10'-4	3'-10	6'-6	5	9	VAR.	6	9	12'-0	6	9	12'-0	6	4 1/2	VAR.	6	4 1/2	VAR.										



TWIN 12/14 x 6 BARREL SECTION

NOTES:
 1. DIMENSIONS "A", "B", "C", "D", "E", AND "SP." LISTED IN THE BAR LIST ARE IN INCHES.

BENT BAR DETAIL

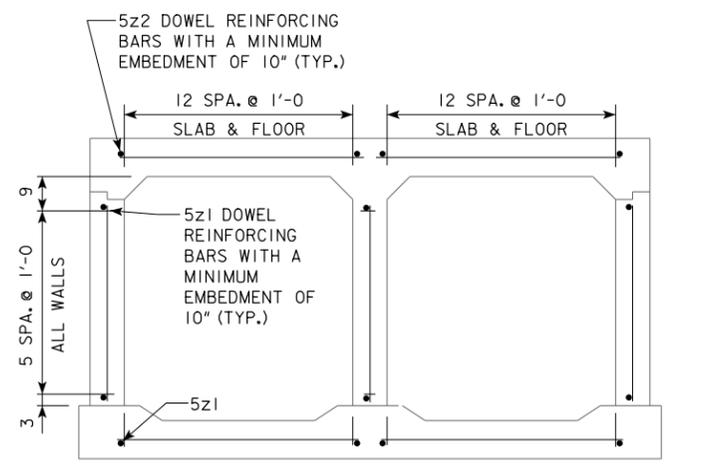
BARS	D
4	3
5	3 3/4
6	4 1/2

k4 & m4

NOTE:
ALL DIMENSIONS ARE OUT TO OUT.
D = PIN DIAMETER.

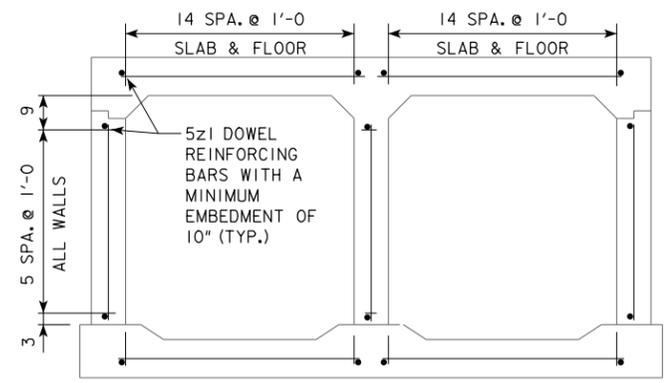
STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION CULVERT BARREL DETAILS
 STA. 2+14.11 OLIVE ST JULY, 2021
BLACK HAWK COUNTY

ENGLISH DESIGN IN CIVIL VERTS.DGN - TWRGR_12-6-12 - THIS SHEET ISSUED 04-12

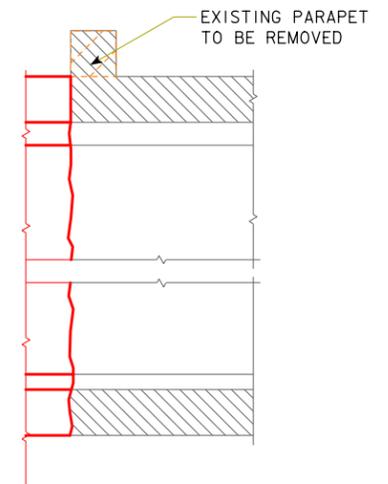


SECTION A-A NEAR EXISTING CULVERT
(SHOWING SPACING OF 5z1 or 5z2 DOWEL REINFORCING BARS)

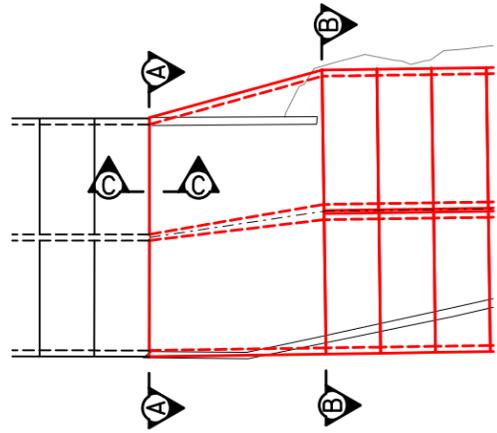
NOTE: 5z1 OR 5z2 BARS PLACED IN THE TWO JOINTS BELOW, BETWEEN THE EXISTING CULVERT AND TRANSITION AND BETWEEN TRANSITION AND PRECAST CULVERT.



SECTION B-B NEAR PRECAST CULVERT
(SHOWING SPACING OF 5z1 DOWEL REINFORCING BARS)



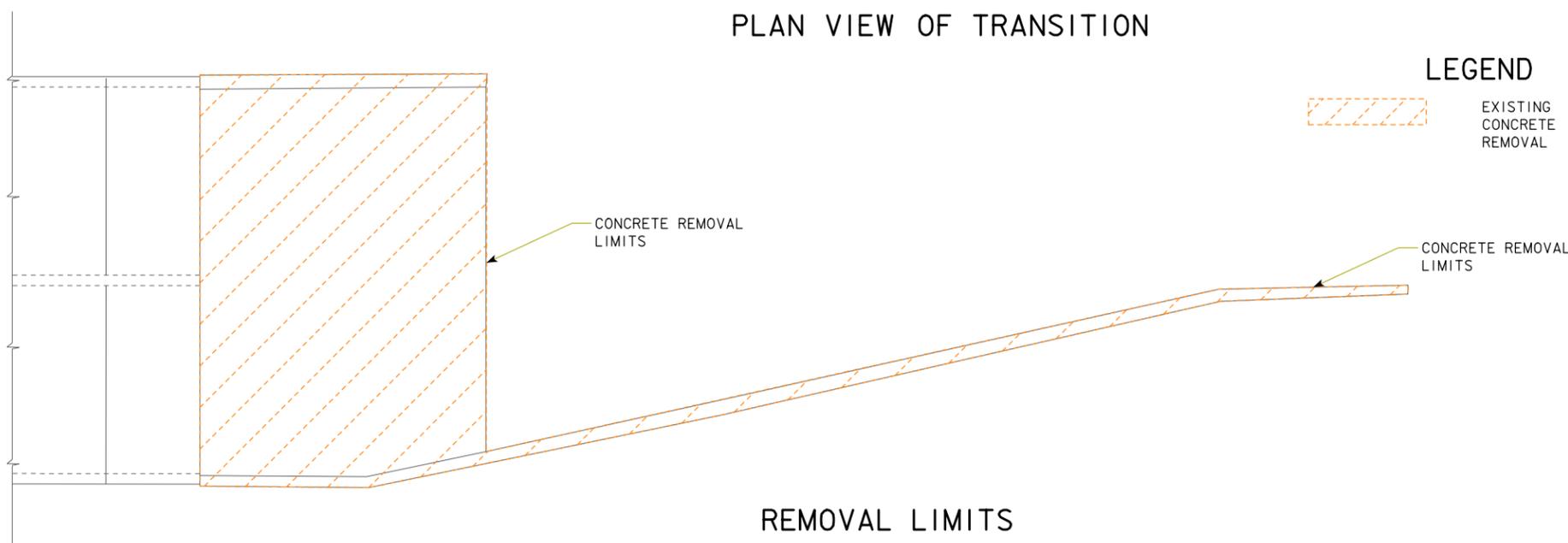
SECTION NEAR HEADWALL REMOVAL



PLAN VIEW OF TRANSITION

LEGEND

 EXISTING CONCRETE REMOVAL



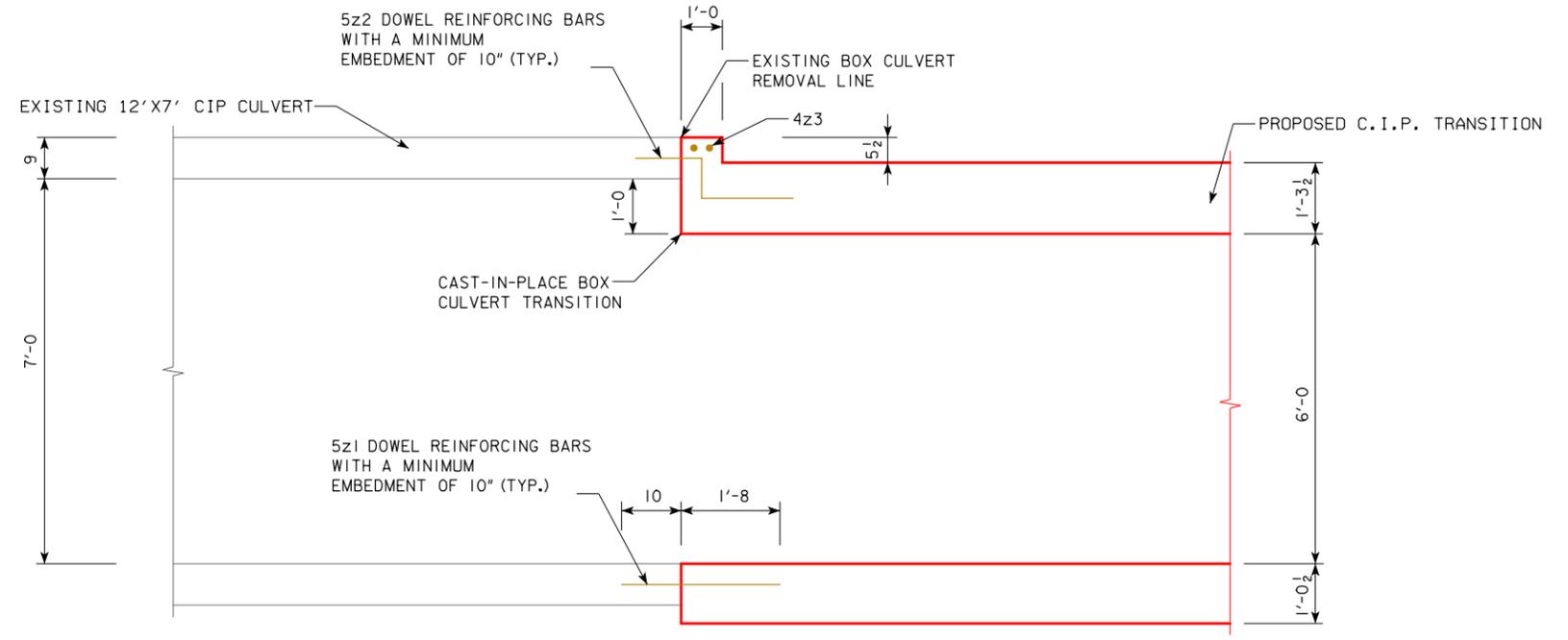
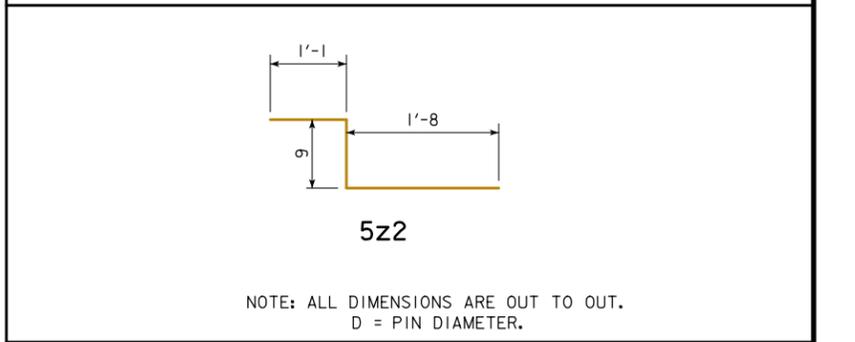
NOTE: EXISTING UNSOUND CONCRETE SHALL BE REMOVED TO PROVIDE SOLID SURFACE FOR CONSTRUCTION OF CULVERT EXTENSION.

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION REMOVAL AND EXTENSION DOWEL DETAILS
 STA. 2+14.11 OLIVE ST JULY, 2021
BLACK HAWK COUNTY

REINFORCING BAR LIST - TRANSITION JOINT Item 37.

BAR	LOCATION	SHAPE	NO.	LENGTH	WEIGHT
5z1	TRANSITION JOINT		122	2'-8"	340
5z2	TRANSITION JOINT		26	3'-6"	95
4z3	TRANSITION JOINT		2	25'-8"	34
TOTAL WEIGHT (LBS.)					469

BENT BAR DETAILS



SECTION C-C

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION EXTENSION DOWEL DETAILS
 STA. 2+14.11 OLIVE ST JULY, 2021
BLACK HAWK COUNTY
 FOR SKEWS UP TO 7.5°

GENERAL NOTES:

IT IS THE INTENT OF THIS DESIGN TO EXTEND THE EXISTING COLLEGE ST. CULVERT AND REPLACE THE EXISTING OLIVE ST. CULVERT WITH A 14'X6'X228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION BOX CULVERT SKEWED 0 AT STATION 2+14.11 (CL OLIVE ST).

ELECTRONIC COPIES OF ORIGINAL DESIGN PLANS ARE AVAILABLE TO THE CONTRACTOR AS PART OF THE E-FILES SUPPLIED WITH THE CONTRACT DOCUMENTS. DIMENSIONS SHOWN ON THESE PLANS ARE BASED ON DESIGN PLANS AND FIELD MEASUREMENTS.

FAINT LINES ON PLANS INDICATE EXISTING STRUCTURE.

UTILITY COMPANIES AND MUNICIPALITIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN THE CONSTRUCTION LIMITS SHALL BE NOTIFIED BY THE CONTRACTOR OF THE CONSTRUCTION STARTING DATE.

THE PRECAST R.C.B. CULVERT SECTIONS ARE DESIGNED FOR HL-93 LIVE LOAD AND EARTH FILLS OF 1-2 FEET.

THE PRECAST R.C.B. BARREL AND END SECTIONS SHALL CONFORM TO IOWA D.O.T. SINGLE PRECAST R.C.B. CULVERT STANDARDS. AT THE CONTRACTOR'S OPTION, PRECAST BARREL SECTIONS MAY CONFORM TO ASTM C1577.

EXCESS CLASS 20 EXCAVATION MATERIAL SUITABLE FOR BACKFILLING SHALL BE STOCKPILED AT THE CONSTRUCTION SITE, AS DIRECTED BY THE ENGINEER.

CLASS 20 EXCAVATION MATERIAL UNSUITABLE FOR BACKFILLING SHALL BE DISPOSED OF IN A MANNER THAT WILL LEAVE THE SITE IN A NEAT CONDITION.

THE BID ITEM "REMOVALS AS PER PLAN" SHALL INCLUDE ALL COSTS FOR REMOVALS OF PORTIONS OF THE EXISTING CULVERT, AND THE SETTING OF THE DOWEL BARS INTO EXISTING CONCRETE. REMOVALS SHALL BE IN ACCORDANCE WITH SECTION 2401 OF THE STANDARD SPECIFICATIONS.

ALL REMOVALS SHALL BE CAREFULLY ACCOMPLISHED AND ANY CONCRETE DAMAGED BY THE CONTRACTOR THAT IS NOT TO BE REMOVED SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXTRA COST TO THE STATE.

THE LENGTH IN LINEAR FEET OF PRECAST REINFORCED CONCRETE BOX CULVERT WILL BE BASED ON THE PLAN QUANTITY. FOR THE NUMBER OF LINEAR FEET GIVEN ON THE PLAN, THE CONTRACTOR WILL BE PAID THE CONTRACT UNIT PRICE PER LINEAR FOOT. THE PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIAL, LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE WORK EXCEPT FOR BID ITEMS "PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION", "CLASS 20 EXCAVATION", "CLASS E REVETMENT", "SPECIAL BACKFILL", "REINFORCING STEEL", "STRUCTURAL CONCRETE", AND MACADAM STONE BASE, GRANULAR MATERIAL BLANKET, AND MOBILIZATION.

FOR EACH PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION INSTALLED THE CONTRACTOR WILL BE PAID THE CONTRACT PRICE PER EACH. THE PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIAL (INCLUDING LINTEL BEAMS AND CURTAIN WALLS), LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE WORK EXCEPT FOR BID ITEMS "PRECAST CONCRETE BOX CULVERT", "CLASS 20 EXCAVATION", "CLASS E REVETMENT", AND "SPECIAL BACKFILL", "REINFORCING STEEL", "STRUCTURAL CONCRETE", AND MACADAM STONE BASE, GRANULAR MATERIAL BLANKET, AND MOBILIZATION.

THE CURTAIN WALL AND THE TYPE 3 LINTEL BEAM OR TYPE 1 PARAPET SHALL BE PRECAST.

THE CONTRACTOR SHALL FURNISH AND INSTALL CULVERT TIES FOR ALL PRECAST JOINTS. THE MAIN SECTION JOINTS WILL HAVE ONE TIE ON EACH SIDE OF THE BARREL AND THE LAST BARREL SECTION WILL BE ATTACHED TO THE END SECTIONS WITH TWO TIES PER SIDE. THE END SECTION JOINTS WILL HAVE TWO TIES PER SIDE.

CULVERT TIES SHALL BE INCLUDED IN THE COST FOR PRECAST CONCRETE BOX CULVERT. TIE RODS WILL BE 1 INCH DIAMETER STEEL AND SHALL MEET REQUIREMENTS OF ASTM A709 GRADE 36 OR EQUAL.

CULVERT TIE ASSEMBLIES SHALL BE GALVANIZED AFTER FABRICATION.

THE LIMITS FOR EXCAVATION FOR THE PRECAST CONCRETE BOX CULVERT SHALL BE AS SHOWN ON THE "SPECIAL BACKFILL BEDDING DETAIL".

A MINIMUM OF 6 INCHES OF SPECIAL BACKFILL WITH A MAXIMUM AGGREGATE BOX CULVERT. THE BEDDING SHALL BE SHAPED TO A FLAT BASE USING A TEMPLATE.

THE PRECAST BOX CULVERT AND EXTENSION SHALL BE BUILT TO THE DIMENSIONS AND SPECIFICATIONS SHOWN IN THESE PLANS.

THE CONTRACTOR SHALL SUBMIT DETAILS OF THE PROPOSED PRECAST CONCRETE BOX SECTIONS FOR THIS PROJECT. THE DETAILS SHALL INCLUDE THE FOLLOWING INFORMATION AS FOUND ON STANDARD SHEET 1089P:

- A SITUATION PLAN DRAWING SHOWING THE BACK TO BACK PARAPET DIMENSION FOR THE LINE OF THE CULVERT SECTIONS.
- DIMENSION THE NUMBER OF PRECAST SECTIONS AND SECTION LENGTHS.
- A DETAIL OF THE PRECAST BARREL SECTIONS SHOWING A CROSS SECTION VIEW OF THE SECTION, STEEL LOCATIONS, DIMENSIONS, ETC.
- A DETAIL OF THE PRECAST CONCRETE CULVERT END SECTION SHOWING A CROSS SECTION VIEW OF THE SECTIONS, STEEL LOCATIONS, DIMENSIONS, ETC.

SIMILAR TO THE END SECTION DETAILS SHOWN IN THE IOWA D.O.T. STANDARDS.

THE CONTRACTOR SHALL PROVIDE ALL INFORMATION SHOWN ON STANDARD SHEET 1089P.

APPROVAL OF DETAILS IS NOT REQUIRED FOR PROJECTS THAT FOLLOW THE STANDARD DETAILS AS OUTLINED IN THE PLAN SET. CONTRACTOR'S USE OF "NONSTANDARD" PRECAST BOX OPTIONS AND "NONSTANDARD" END SECTION OPTIONS INCLUDING THE USE OF DETAILS AND CONSTRUCTION NOT OUTLINED IN THE PLANS SHALL BE SUBMITTED AS SHOP DRAWINGS, CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF IOWA. THE CONTRACTOR SHALL ALLOW 30 WORKING DAYS FOR THE ENGINEER'S REVIEW AND SHALL NOT BEGIN FABRICATION UNTIL THE SHOP DRAWING REVIEW IS COMPLETED.

THE CULVERT SHALL BE BACKFILLED IN ACCORDANCE WITH THE DETAILS IN THESE PLANS AND IN THE ROAD SHEETS FOR THESE PROJECT.

ALL DIMENSIONS AND DETAILS SHOWN ON THESE PLANS PERTINENT TO NEW CONSTRUCTION SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE STARTING CONSTRUCTION.

REMOVAL OF THE EXISTING C.I.P. CULVERT SHALL BE AS SHOWN IN THESE PLANS. THE WALLS SHALL BE CUT NORMAL TO THE BARREL WALLS. THE REMOVAL LINE SHALL BE INITIATED WITH A 2'DEEP SAW CUT ON THE TOP AND BOTH SIDES OF EACH WALL, AND ACROSS THE TOP OF THE FLOOR. THIS SAW CUT SHOULD CUT THRU ANY EXISTING LONGITUDINAL REINFORCING THEREBY FACILITATING A NEAT NON-SPALLED BREAK LINE.

THE PROPOSED CULVERT SHALL BE PLACED 1'-2' AWAY FROM THE CONCRETE REMOVAL LINE SHOWN IN THESE PLANS.

5Z1 AND 5Z2 DOWEL REINFORCING BARS WITH A 10" MINIMUM EMBEDMENT INTO EXISTING CONCRETE SHALL BE SET AROUND THE ENTIRE PERIPHERY OF THE EXISTING CULVERT. THE 5Z1 AND 5Z2 DOWEL REINFORCING BARS SHALL BE CENTERED IN THE EXISTING SLAB, WALLS AND FLOOR. ALL DOWELS SHALL BE AT 1'-0" MAXIMUM SPACING C-C OF DOWELS. DOWELS SHALL BE SET WITH POLYMER GROUT IN ACCORDANCE WITH ARTICLE 2301.03, E, OF THE STANDARD SPECIFICATIONS, AND CURRENT SUPPLEMENTAL SPECIFICATIONS OF THE IOWA D.O.T. HIGHWAY DIVISION.

THE ROADWAY WILL BE OPEN TO TRAFFIC DURING CONSTRUCTION.

SINCE THE HIGHWAY WILL NOT BE CLOSED TO TRAFFIC DURING THIS CONSTRUCTION, THE CONTRACTOR MAY DECIDE TEMPORARY SHORING (SHEET PILE OR OTHER) IS NECESSARY TO ENSURE THAT THE SHOULDER WILL NOT SLOUGH IN WHILE CULVERT IS BEING EXTENDED. HOWEVER, IF FOR ANY REASON SUCH SHORING IS DEEMED NECESSARY, THE CONTRACTOR WILL SUBMIT THE SHORING PLAN TO THE ENGINEER FOR APPROVAL. COST OF SHORING, IF REQUIRED, WILL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO DIRECT PAYMENT WILL BE MADE. ALL MATERIAL USED FOR SHORING SHALL REMAIN THE PROPERTY OF THE CONTRACTOR. ALL TEMPORARY SHORING WORK SHALL BE IN ACCORDANCE WITH ARTICLE 1107.07, OF THE STANDARD SPECIFICATIONS.

TRAFFIC CONTROL ADJACENT TO THE CULVERT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR CONSTRUCTING THE CULVERT AND IS TO COORDINATE CONSTRUCTION OF THE CULVERT WITH THE CONTRACTOR DOING THE GRADING.

ALL REINFORCING BARS AND BARS NOTED AS DOWELS SUPPLIED FOR THIS STRUCTURE SHALL BE DEFORMED REINFORCEMENT UNLESS OTHERWISE NOTED OR SHOWN.

WHEN DE-WATERING PRESENTS A PROBLEM FOR PLACING THE CURTAIN WALLS AS DETAILED, ALTERNATE METHODS SUCH AS STEEL SHEET PILE AND PRECAST CONCRETE WALLS MAY BE APPROVED BUT AT NO ADDITIONAL COST. SEE STANDARD SHEET PES 11-20 FOR DETAILS.

SINCE PRECAST CONCRETE BOX CULVERT END SECTIONS HAVE THE FORESLOPE LOCATED AT THE BOTTOM OF THE PARAPET INSTEAD OF THE TOP (AS IN THE CASE OF CAST IN PLACE RCB CULVERTS) THE MAIN BARREL SECTION HAS BEEN LENGTHENED.

INSTALLATION NOTES:

PRECAST CONCRETE BOX CULVERT SECTIONS SHALL BE LAID WITH THE GROOVE END OF EACH SECTION UP-GRADE, AND THE SECTIONS SHALL BE TIGHTLY JOINED. CONCRETE TIES TO BE USED ONLY TO HOLD BOX SECTIONS TOGETHER, NOT FOR PULLING SECTIONS TIGHT. JOINT OPENINGS BETWEEN SECTIONS SHOULD BE AS TIGHT AS PRACTICABLE AND LIMITED TO A MAXIMUM OF 3/4 INCH OPENINGS. THE JOINT ON THE BOTTOM OF THE CULVERT SHALL BE SEALED WITH A FLEXIBLE WATER TIGHT 1 INCH BUTYL ROPE GASKET AS PER MATERIALS I.M. 491.09.

BUTYL ROPE GASKET SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER AND SHALL EXTEND VERTICALLY 6 INCHES ABOVE THE BOTTOM FILLET. ALL JOINTS SHALL BE TRIMMED CLEAN ON THE INSIDE AFTER SEALING.

THE CONTRACTOR SHALL PLACE A 2 FOOT WIDE PIECE OF ENGINEERING FABRIC AROUND THE TOP AND SIDES OF EACH PRECAST JOINT. THE FABRIC SHALL BE CENTERED WITH 1 FOOT ON EACH SIDE OF THE JOINT, THE FABRIC SHALL BE ATTACHED TO THE WALLS AND TOP OF EACH SECTION TO PREVENT THE FABRIC FROM SLIPPING OFF THE JOINT DURING BACKFILLING OPERATIONS. ATTACHMENT METHODS SHALL BE APPROVED BY THE ENGINEER. ALL COSTS INCLUDING MATERIAL AND LABOR ASSOCIATED WITH PROVIDING THE ENGINEERING FABRIC AND INSTALLING IT AS REQUIRED SHALL BE INCLUDED IN THE BID ITEMS "PRECAST CONCRETE BOX CULVERT" AND "PRECAST BOX CULVERT STRAIGHT END SECTION". THE ENGINEERING FABRIC SHALL BE IN ACCORDANCE WITH ARTICLE 4196.01, B, 3, OF THE STANDARD SPECIFICATIONS.

CLASS E REVETMENT WILL BE PLACED AROUND BOTH PRECAST CONCRETE BOX CULVERT END SECTIONS, AS SHOWN IN THESE PLANS.

DURING BACKFILLING THE COMPACTION ADJACENT TO THE BOTTOM CORNER RADII OR CHAMFER SHALL BE ACCOMPLISHED WITH A MECHANICAL HAND COMPACTOR.

THE CONTRACTOR SHALL FURNISH AND INSTALL LIFTING HOLE PLUGS FOR EACH SECTION. LIFTING HOLES SHALL BE PLUGGED WITH A PRECAST CONCRETE PLUG OR PLASTIC PLUG APPROVED BY THE ENGINEER, SEALED AND COVERED WITH A 2'-0" X 2'-0" PIECE OF ENGINEERING FABRIC CENTERED OVER THE HOLE AND ATTACHED TO THE SECTION TO PREVENT THE FABRIC FROM SLIPPING.

THE CONTRACTOR SHALL SUBMIT A PRECAST BOX INSTALLATION PLAN FOR REVIEW. THE PRECAST BOX INSTALLATION PLAN SHALL COVER METHOD OF PLACEMENT FOR THE BOX SECTIONS INSTALLED UNDER THE EXISTING BRIDGE. THE CONTRACTOR SHALL NOT PROCEED WITH PRECAST BOX INSTALLATION WITHOUT NOTICE FROM THE ENGINEER.

THE PRECAST BOX INSTALLATION SUBMITTAL SHALL INCLUDE:

- METHOD OF INSTALLATION (E.G. LIFTING, SLIDING, ETC.)
- EQUIPMENT TO MOVE BOXES.
- BOX ATTACHMENT LOCATIONS AND BOX ATTACHMENT DETAILS FOR MOVING OPERATIONS.
- TEMPORARY AND PERMANENT SUPPORT SURFACE DETAILS AND LIMITS FOR BOXES.

PRECAST BOX INSTALLATION SUBMITTAL AND ALL MATERIAL USED TO PERFORM THE INSTALLATION SHALL BE INCIDENTAL TO THE PRECAST CONCRETE CULVERT BID ITEM.

SPECIFICATIONS:

DESIGN:
AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH ED., SERIES OF 2017.

CONSTRUCTION:
IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, CURRENT SERIES, PLUS APPLICABLE GENERAL SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

DESIGN STRESSES:

DESIGN STRESSES FOR THE FOLLOWING MATERIALS ARE IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH ED., SERIES OF 2017: REINFORCING STEEL IN ACCORDANCE WITH AASHTO LRFD SECTION 5, GRADE 60. WELDED WIRE REINFORCEMENT IN ACCORDANCE WITH AASHTO LRFD SECTION 5. CONCRETE IN ACCORDANCE WITH AASHTO LRFD SECTION 5, F'C FOR BARREL SECTIONS AS NOTED ON CULVERT BARREL DETAIL STANDARDS, FOR END SECTION DESIGN F'C = 5.0 KSI.

STANDARDS: FOR DETAILS AND NOTES NOT SHOWN REFER TO THE FOLLOWING IOWA D.O.T. - HIGHWAY STANDARDS:		
STANDARD	ISSUED	REVISED
PRCB G1-20	12/20	---
PRCB G2-20	12/20	---
PES 11-20	12/20	---

STANDARD DESIGN

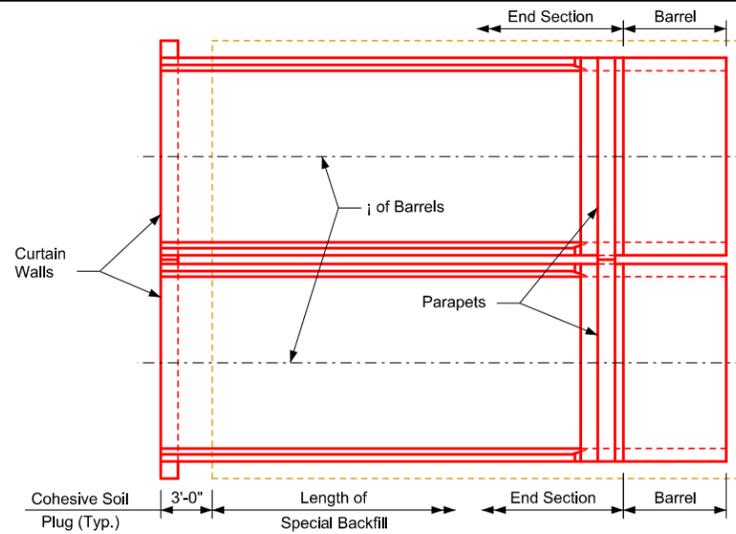
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION

GENERAL NOTES & QUANTITIES

STA. 2+14.11 OLIVE ST JULY, 2021

BLACK HAWK COUNTY

REVISED 01-2021 - UPDATED DESIGN SPECIFICATIONS TO AASHTO LRFD 8TH ED. ENGLISH PRECAST CULVERTS.DGN - 1043P - THIS SHEET ISSUED 01-13.



Typical Plan View - 0° Skew Example

Special backfill shall terminate 3'-0" short of the precast curtain wall.

Side-by-Side Precast Culvert Notes:

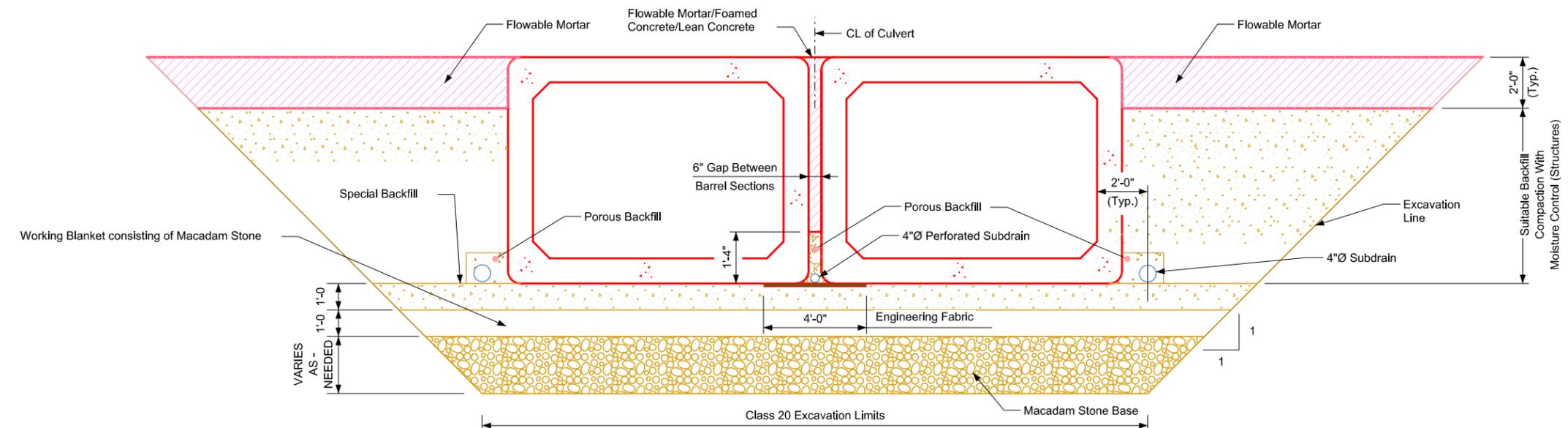
1. Double welded pipe or double eye bolt type ties are required for the barrel wall adjacent to the first precast culvert structure placed at the site to allow the ties to be tightened from the inside of the barrel wall.
2. The Type 1 parapets length shall be increased so the adjoining ends will abut against each other at the centerline of culvert for side-by-side precast culvert structures.
3. The Type 3 lintel beams and parapets length shall be increased so the adjoining ends will abut against each other at the centerline of culvert for side-by-side precast culvert structures.
4. The curtain walls length shall be shortened so the adjoining ends will abut against each other at the centerline of culvert for side-by-side precast culvert structures.
5. Engineering fabric shall be in accordance with Article 4196.01, B, 3 of the Standard Specifications. A 4'-0" wide strip of engineering fabric shall be placed on top of the special backfill bedding material and the cohesive soil. Engineering fabric shall be placed the full length of the precast culvert. The engineering fabric shall be centered over the centerline of culvert and pinned or otherwise secured in place before the precast culverts are placed. All costs including material and labor associated with providing the engineering fabric and installing it as required shall be included in the bid items "Precast Concrete Box Culvert" and "Precast Concrete Box Culvert Straight End Section".
6. The 4" diameter perforated subdrain shall terminate and be capped at the upstream end 3'-0" short of the end of the apron of the end section. The subdrain shall outlet downstream at the end of the apron of the end section. The subdrain shall be surrounded by porous backfill in accordance with Section 4131 of the Standard Specifications. No compaction of the porous backfill is required. All costs including material and labor associated with providing the 4" diameter perforated subdrain and installing it as required shall be included in the bid items "Precast Concrete Box Culvert" and "Precast Concrete Box Culvert Straight End Section".

Flowable Mortar/Foamed Concrete/Lean Concrete Option Notes:

At the Contractor's option, the porous backfill and concrete cap may be replaced with flowable mortar backfill as shown in the flowable mortar option details.
The flowable mortar including material and labor is included in the bid items "Precast Concrete Box Culvert" and "Precast Concrete Box Culvert Straight End Section".

Subdrain Notes:

The subdrain shall be 4" in diameter and meet the requirements of section 4143.01 B of the current I.D.O.T. Standard Specification. The subdrain outlet shall consist of a 6'-0" length of pipe with removable rodent guard.
The cost of furnishing and placing subdrain and subdrain outlet is to be included in the price bid for "Structural Concrete (RCB Culvert)". No extra payment will be made.
The dimensions shown for the proposed subdrains are based on the proposed grading layout. The dimensions shown are for estimating only. Required lengths and general locations of subdrains are subject to change due to field adjustments of the grading layout.



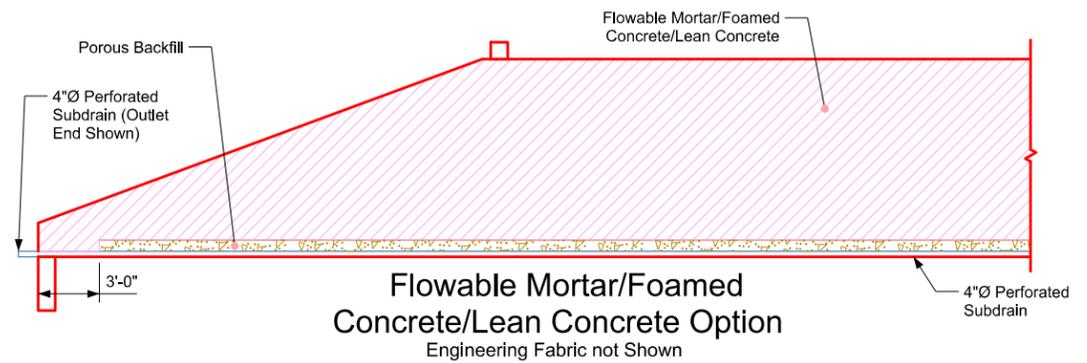
Special Backfill Bedding Details / Flowable Mortar Option

Barrel section displayed. End section details not shown.

The porous backfill shall be placed between the precast barrel walls as shown on the special backfill bedding detail. Porous backfill shall also be placed between the end sections up to 1'-4" from the bottom of the end sections and 3'-0" short of the end of the apron of the end section. The porous backfill shall be in accordance with Section 4131, of the Standard Specifications.

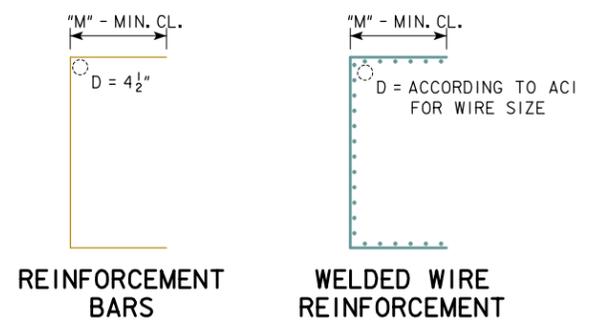
Flowable mortar shall be placed on top of the porous backfill between the precast culverts to the top of the barrel slabs, the top of the end section walls, and to a 3'-0" depth at the ends of the apron end sections.

Compact existing native soils below working blanket to obtain an allowable bearing pressure of 2,000 psf. Over-excavate and place compacted macadam stone base if needed to obtain required bearing capacity.



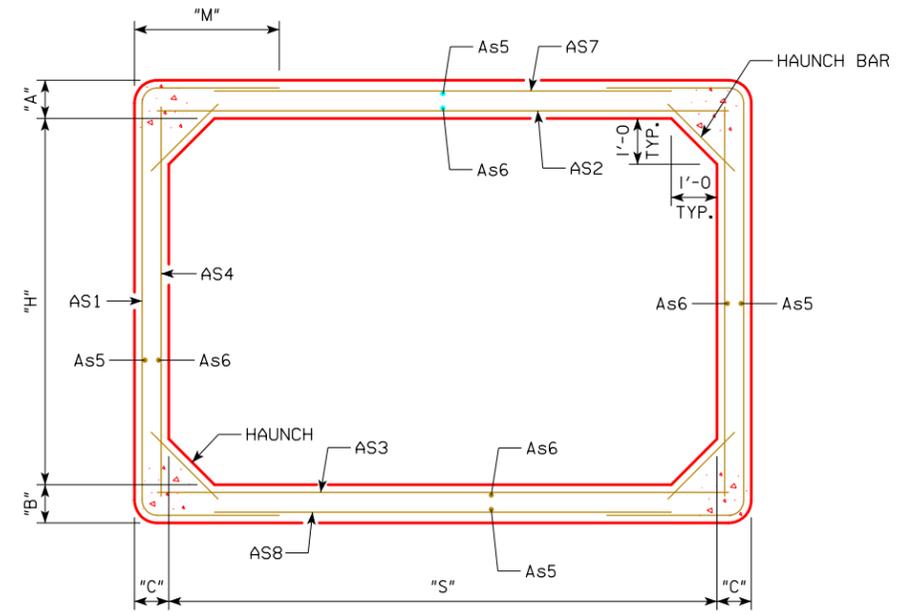
Flowable Mortar/Foamed Concrete/Lean Concrete Option
Engineering Fabric not Shown

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION BEDDING/GAP BACKFILL DETAILS
 STA. 2+14.11 OLIVE ST
 JULY, 2021
 BLACK HAWK COUNTY



BENT BAR DETAILS

ALL DIMENSIONS ARE OUT TO OUT.
 D = PIN DIAMETER (MIN.).
 PIN DIAMETER MAY BE INCREASED IF
 NEEDED TO MAINTAIN CLEAR COVER.



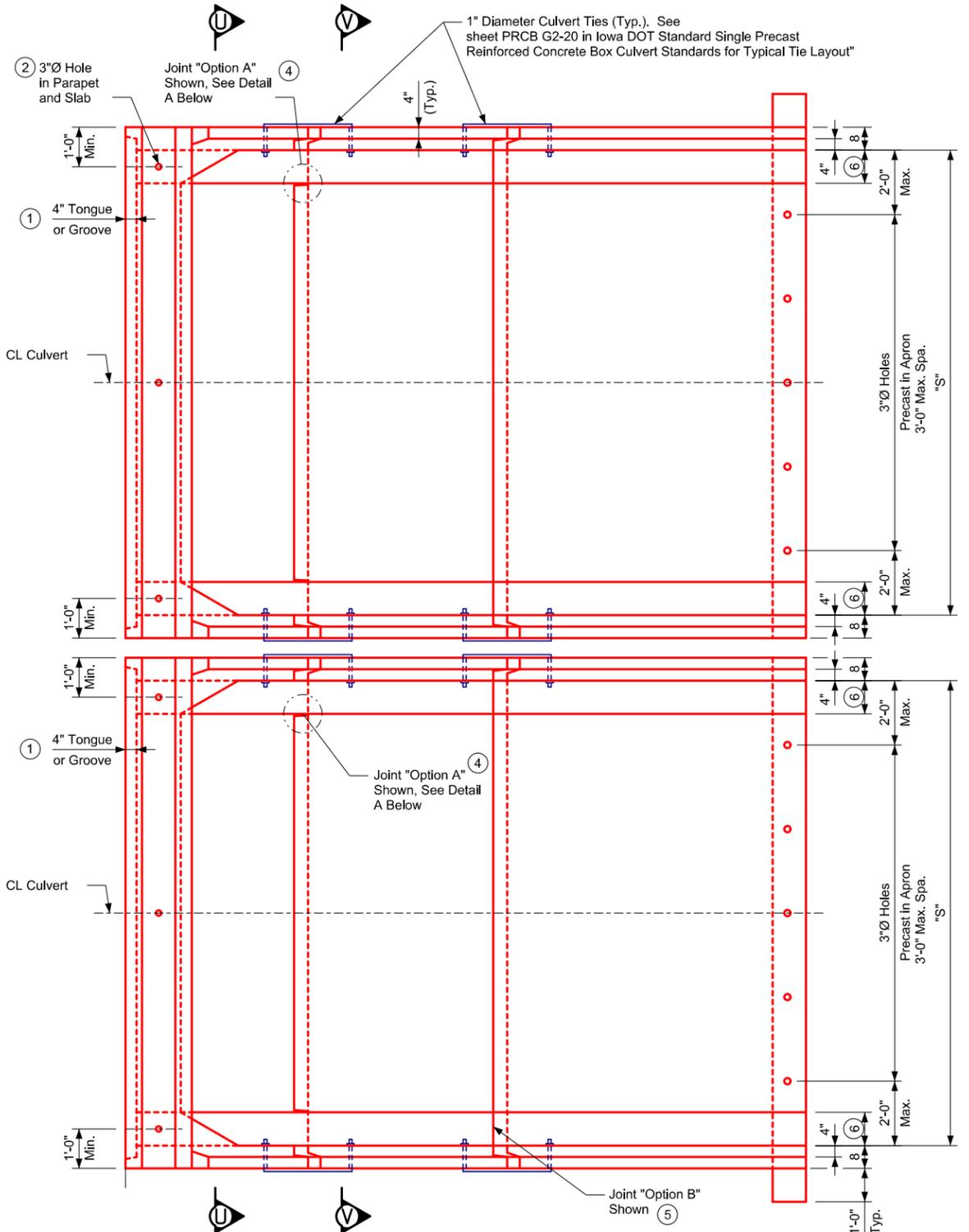
TYPICAL BARREL SECTION

NOTES:

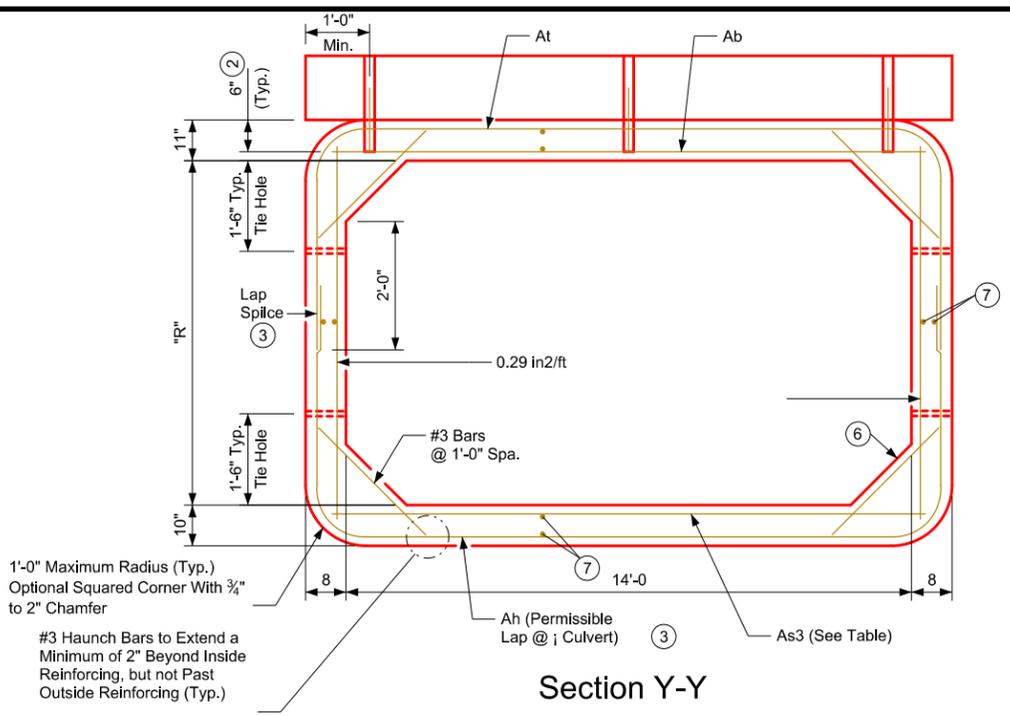
1. DIMENSIONS "A", "B" & "C" LISTED IN THE BAR LIST ARE IN INCHES.
2. LONGITUDINAL REINFORCEMENT DENOTED AS AS5 AND AS6 MUST BE PLACED IN SLAB, FLOOR, AND WALLS AND MUST BE 0.13 IN²/FT MINIMUM.
3. ALL REINFORCEMENT LENGTHS AND AREAS ARE MINIMUM REQUIREMENTS.
4. IF REINFORCING BARS ARE SUBSTITUTED FOR WELDED WIRE REINFORCING, DIMENSION "M" AND/OR LENGTH OF THE AS7/AS8 REINFORCEMENT SHALL BE ADJUSTED TO ENSURE ADEQUATE LAP LENGTH IS PROVIDED.
5. WEIGHT OF SECTIONS ASSUMES A DENSITY OF 150 PCF AND SQUARED CORNERS.

DIMENSIONS										REINFORCEMENT REQUIREMENTS (IN ² /FT)										WEIGHT (LB/FT)	
SIZE	CLASS	f'c (ksi)	FILL	S	H	A	B	C		As1		As2		As3		As4		As7/As8			
										AREA	LENGTH	M	AREA	LENGTH	AREA	LENGTH	AREA	LENGTH	AREA	LENGTH	
14x6	I	5.0	1-2	14	6	11	10	8		0.675	13'-7"	3'-4"	0.943	14'-6"	0.72	14'-6"	0.20	6'-6"	0.26	13'-4"	5525

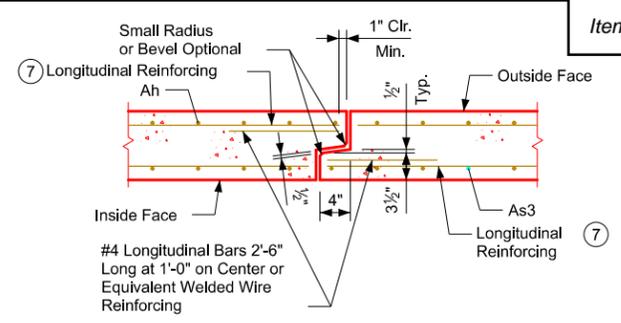
STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION
 STA. 2+14.11 OLIVE ST
 JULY, 2021
BLACK HAWK COUNTY



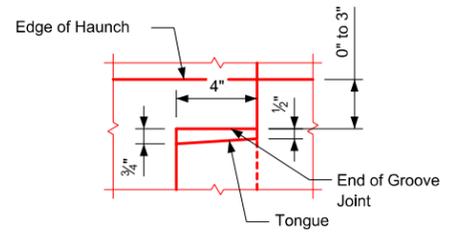
Plan View
(Reinforcement not Shown)



Section Y-Y

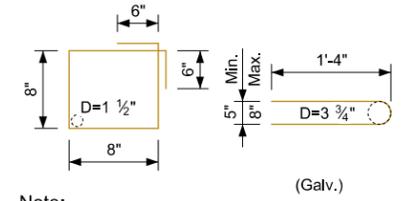


Tongue and Groove Joint Detail

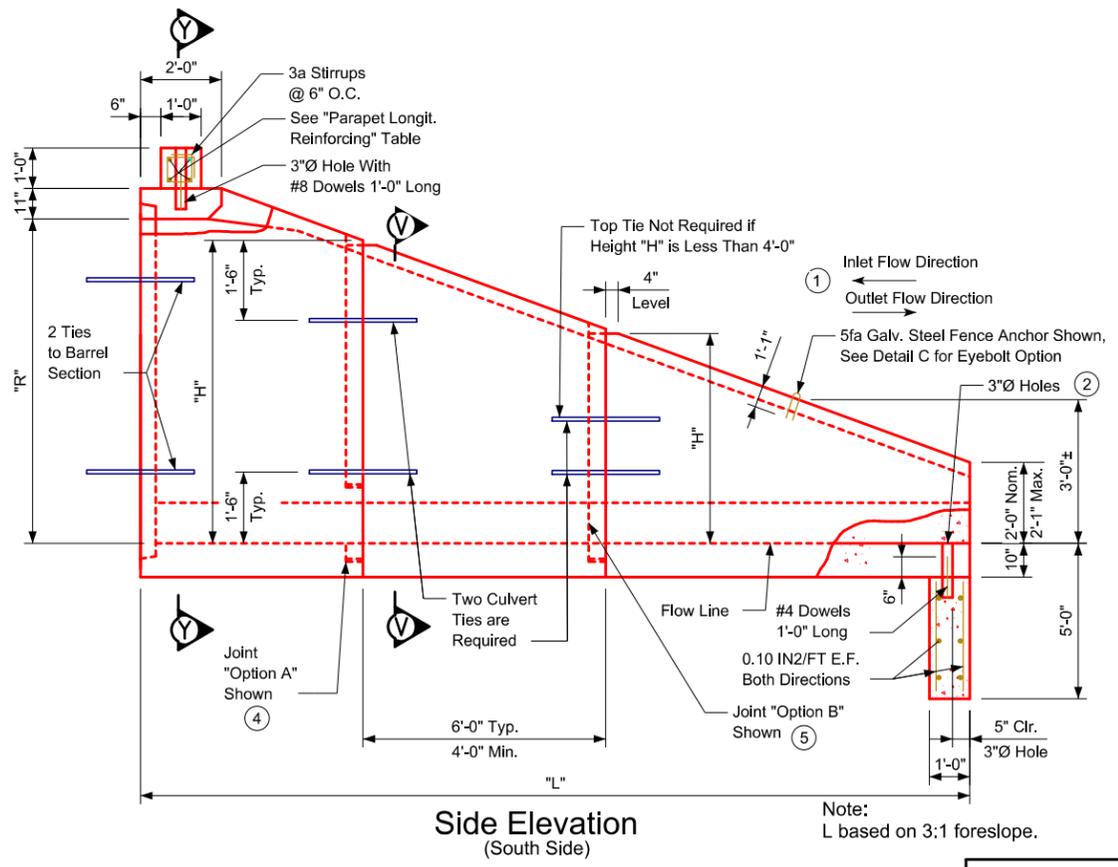


Detail A
(Detail Shown at Floor; Similar at Walls)

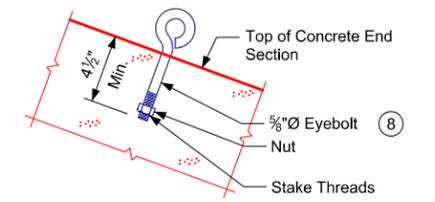
Bent Bar Details



Note:
All dimensions are out to out.
D = pin diameter.



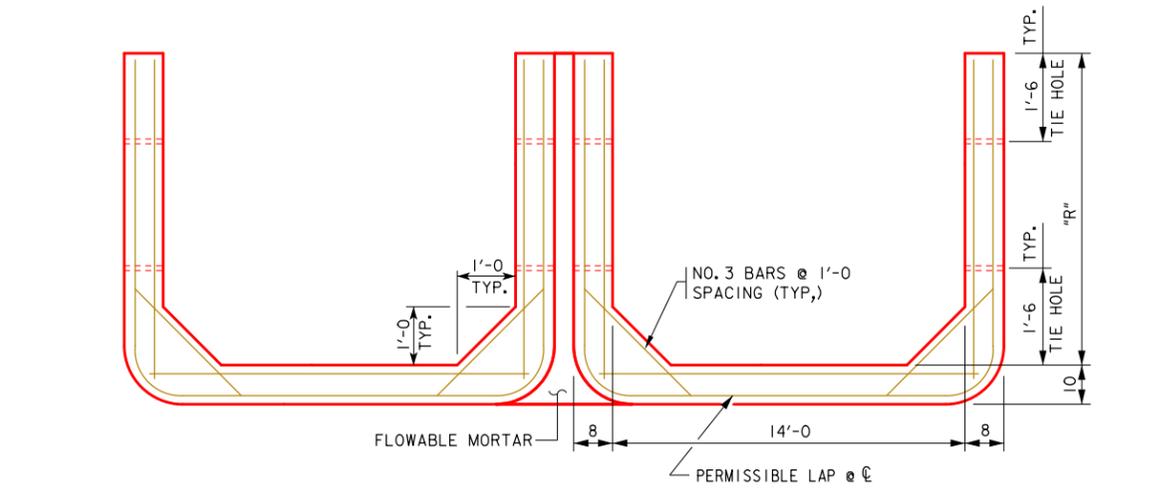
Side Elevation
(South Side)



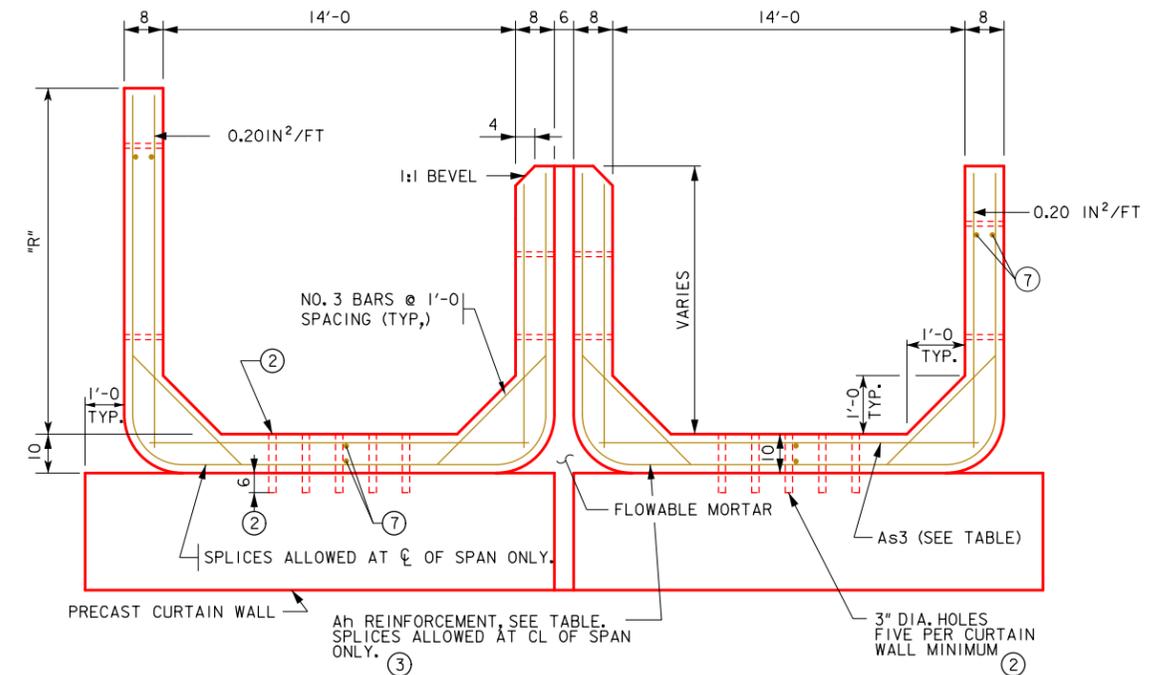
Detail C

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4\"/>

REVISED 05-13 - ADDED 3' RISE TO THE APRON DIMENSIONS INFORMATION TABLE.
 REVISED 07-2016 - CORRECTED TYPOS.
 ENGLISHIGNEDPRECASTCULVERTS.DGN - PES 1-13-TI - THIS SHEET ISSUED 01-13.



SECTION U-U



SECTION V-V

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION TYPE I END
SECTION DETAILS
 STA. 2+14.11 OLIVE ST JULY, 2021
BLACK HAWK COUNTY
 FOR SKEWS UP TO 7.5°

REVISED 05-13 - ADDED 3" RISE TO THE APRON DIMENSIONS INFORMATION TABLE.
 REVISED 07-2016 - CORRECTED TYPUS.
 ENGLISHIGNEDPRECASTCULVERTS.DGN - PES 1-13-T1 - THIS SHEET ISSUED 01-13.

Apron Dimens.	
Box Rise R (FT)	Apron Length L
6	16'-0"

Dimens.		Ah & As3 Reinf.	
Span S (FT)	Section Ht. H (FT)	Req'd. Ah (IN ² /FT)	Required As3 (IN ² /FT)
14	6	0.24	0.24

Note: "H" is the largest vertical dimension of the section.

At & Ab Reinf.		
Span S (FT)	Req'd. At (IN ² /FT)	Req'd. Ab (IN ² /FT)
14	0.47	0.90

Parapet Longit. Reinforcing	
Span S (FT)	Required Bar Size
14	#7

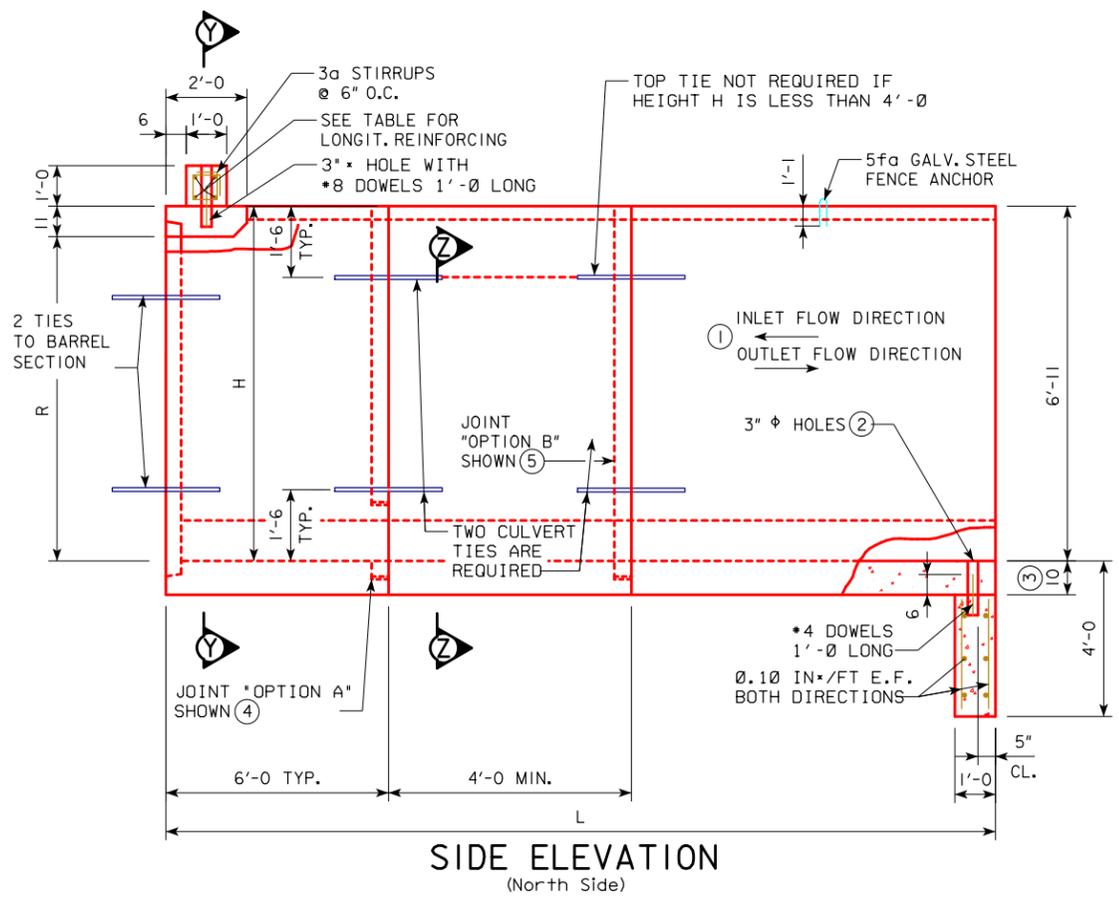
Construction Notes:

Precast box culvert end sections shall be constructed in accordance with details and notes, as shown below:
 Reinforcing for precast end sections & curtain walls shall be welded wire reinforcing (WWR) meeting the requirements of AASHTO LRFD Section 5. The concrete cover over the reinforcing steel shall not be less than 1.5 inches or greater than 2.0 inches.
 Refer to sheets PRCB G1-20 & PRCB G2-20 in Iowa DOT Standard Single Precast Reinforced Concrete Box Culvert Standards for additional notes & details.
 Refer to "Fabric Layer Detail" on sheet PRCB G2-20 in Iowa DOT Standard Single Precast Reinforced Concrete Box Culvert Standards for multiple WWR layers.

- ① Use tongue on inlet end section and groove on outlet end section, to match barrel section.
- ② Fill holes with grout. Grout shall consist of 1 part cement and 2 parts sand. Use air entrained portland cement. Grout mix shall have a maximum slump of 4 inches.
- ③ Lap splices shall be Class B and shall be designed according to the AASHTO LRFD Bridge Design Specifications, Section 5.
- ④ Joint "Option A": Provide joint in walls and floor. Terminate joint at haunch. See "Detail A" on Sheet V.11.
- ⑤ Joint "Option B": Provide continuous joint in walls, floor and haunch.
- ⑥ Haunch dimension to match barrel haunch size.
- ⑦ Minimum longitudinal reinforcement shall be 0.13 sq. inches per peripheral foot on all faces of the end section, except in the tongue and groove area.
- ⑧ Optional eyebolts shall conform to ASTM A307. Eyebolts and nuts shall be galvanized in accordance with ASTM A153. The eye of the eyebolt shall be cast flush with the concrete surface.

Dowel Setting Note (Fence Anchor):

The 5fa bars or eyebolt may be set as dowels in drilled holes. Holes shall be drilled to the depth required to achieve bar embedment as shown in the "Side Elevation" or "Detail C". The dowels shall be installed in accordance with the Manufacturer's recommendations. Either of the following systems may be used as a bonding agent:
 A. Polymer grout system shall be in accordance with Article 2301.03, E, of the Standard Specifications.
 B. Hydraulic cement grout systems. Drilled holes are to be 2½ times the dowel diameter and are to be blown clean with compressed air immediately prior to placing grout. The hydraulic cement grout shall be one of those approved in Materials I.M. 491.13.



STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION TYPE I END SECTION DETAILS
 STA. 2+14.11 OLIVE ST JULY, 2021
BLACK HAWK COUNTY
 FOR SKEWS UP TO 7.5°

REVISED 05-13 - ADDED 3" RISE TO THE APRON DIMENSIONS INFORMATION TABLE.
 REVISED 07-2016 - CORRECTED TYPUS.
 ENGLISHIGNEDPRECASTCULVERTS.DGN - PES 1-13-TI - THIS SHEET ISSUED 01-13.

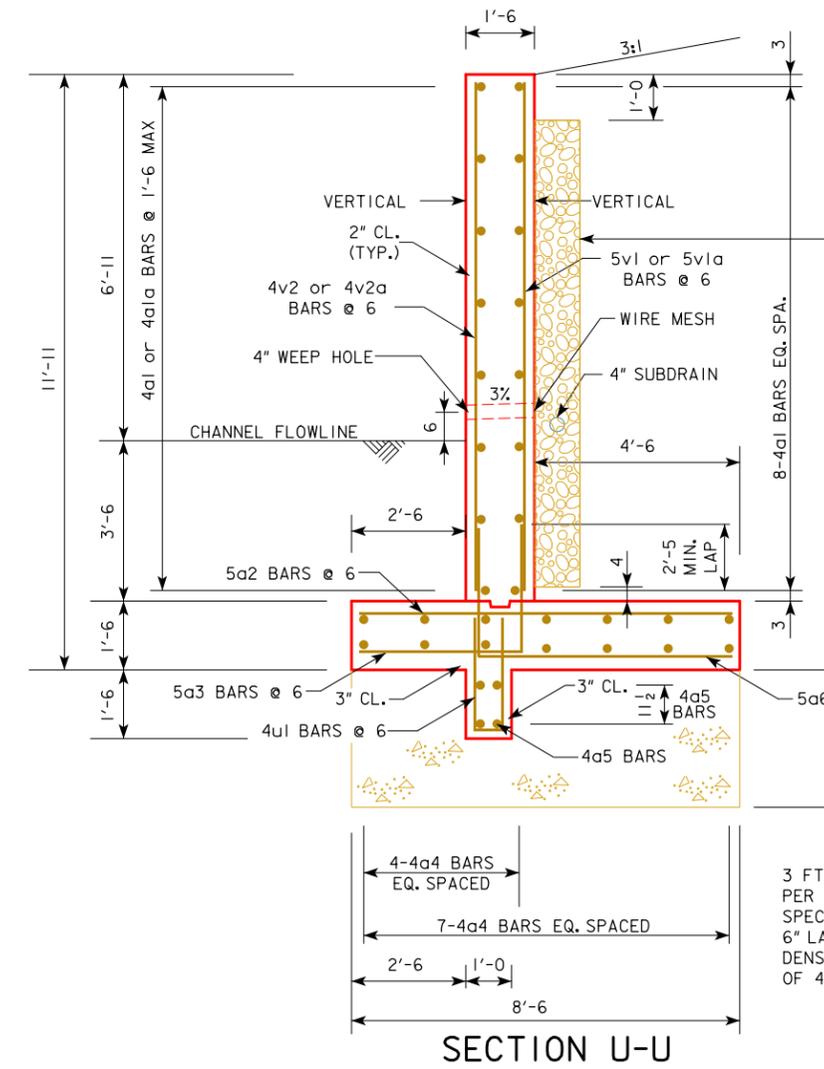
REINF. BAR LIST

NO.	LOCATION	NO.	LENGTH	WEIGHT
5v1	WINGWALL, B.F.V.	55	10'-2	583
5v1a	WINGWALL, B.F.V.	25	5'-3 TO 9'-10	197
4v2	WINGWALL, F.F.V.	55	10'-2	374
4v2a	WINGWALL, F.F.V.	25	5'-3 TO 9'-10	126
4a1	WINGWALL, BOTH F.H.	8	39'-8	212
4a1a	WINGWALL, BOTH F.H.	8	38'-3 TO 27'-0	153
4a7	WINGWALL DIAGONAL BOTH F.	2	13'-9	18
5a2	FOOTING, TRANS. TOP	80	8'-2	681
5a3	FOOTING, TRANS. BOTTOM B.F.	80	7'-7	633
5a6	FOOTING, TRANS. BOTTOM F.F.	80	9'-7	800
4a4	FOOTING, LONGIT. BOTH F.	14	39'-8	371
4a5	SHEAR KEY, LONGIT. BOTH F.	4	39'-8	106
4u1	SHEAR KEY, TRANSV.	80	5'-0	267

REINFORCING STEEL, EPOXY COATED (TOTAL LBS) 4,542

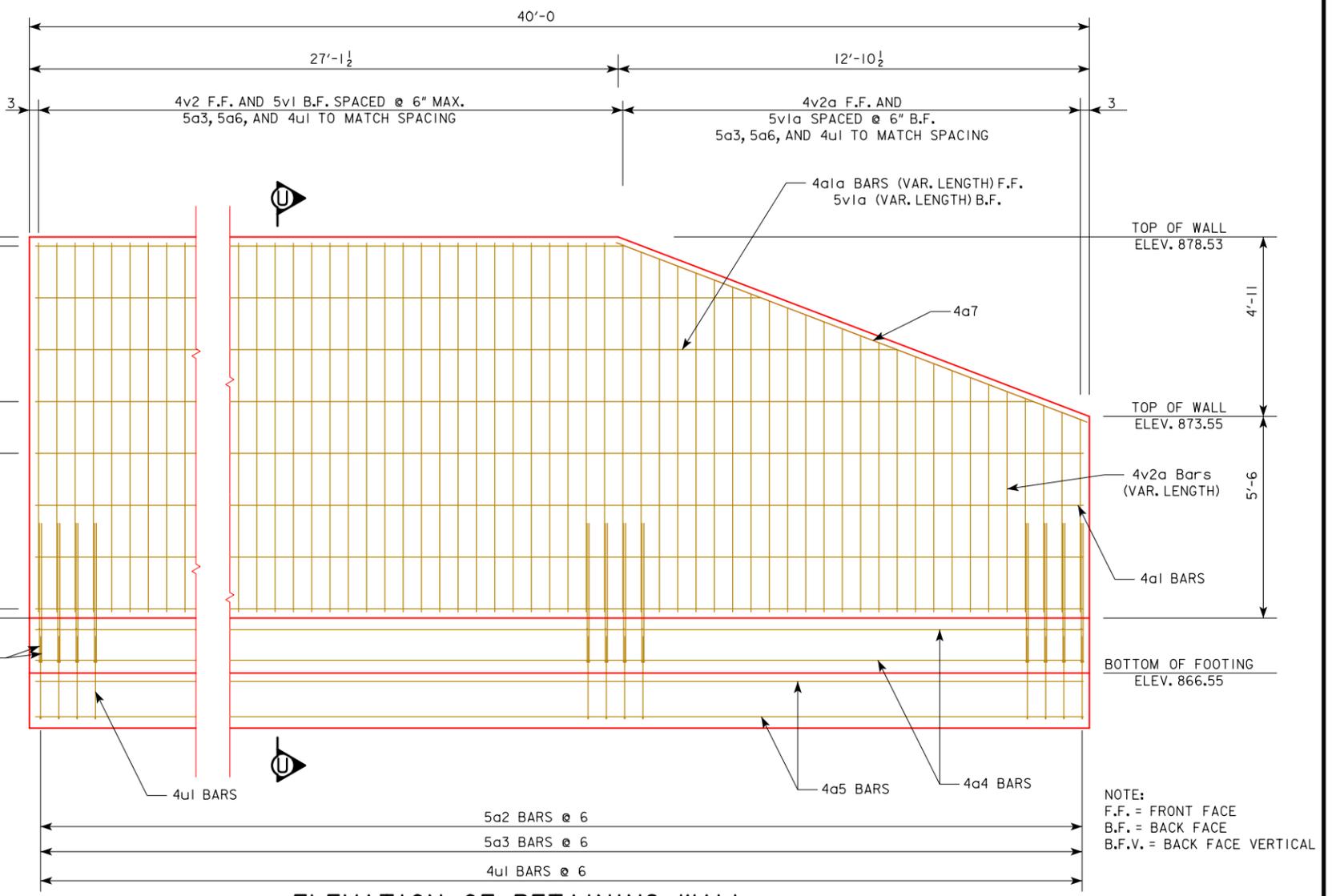
CONCRETE PLACEMENT QUANTITIES

LOCATION	TOTAL
WALL	21.4
FOOTING	18.9
SHEAR KEY	2.2
TOTAL (CU. YD.)	42.5



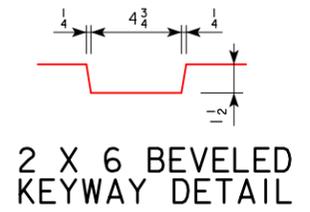
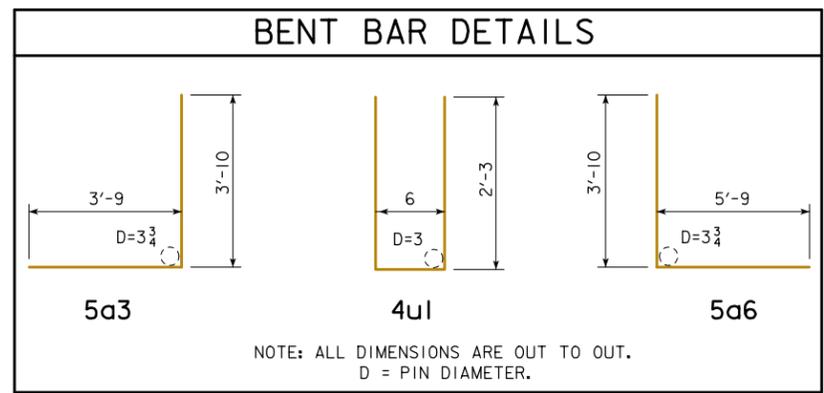
NOTE:
4" WEEPHOLES AT 8 FT. SPACING MAX.
INSTALL RODENT GUARDS IN WEEPHOLES. ALIGN
BOTTOM OF WEEPHOLES WITH TOP OF SUBDRAIN.

3 FT. MIN. MODIFIED SUBBASE MATERIAL
PER SECTION 4123 OF IOWA DOT STANDARD
SPECIFICATIONS PLACED AND COMPACTED IN
6" LAYERS TO 98% MODIFIED PROCTOR
DENSITY FOR AN ALLOWABLE BEARING CAPACITY
OF 4,000 PSF.

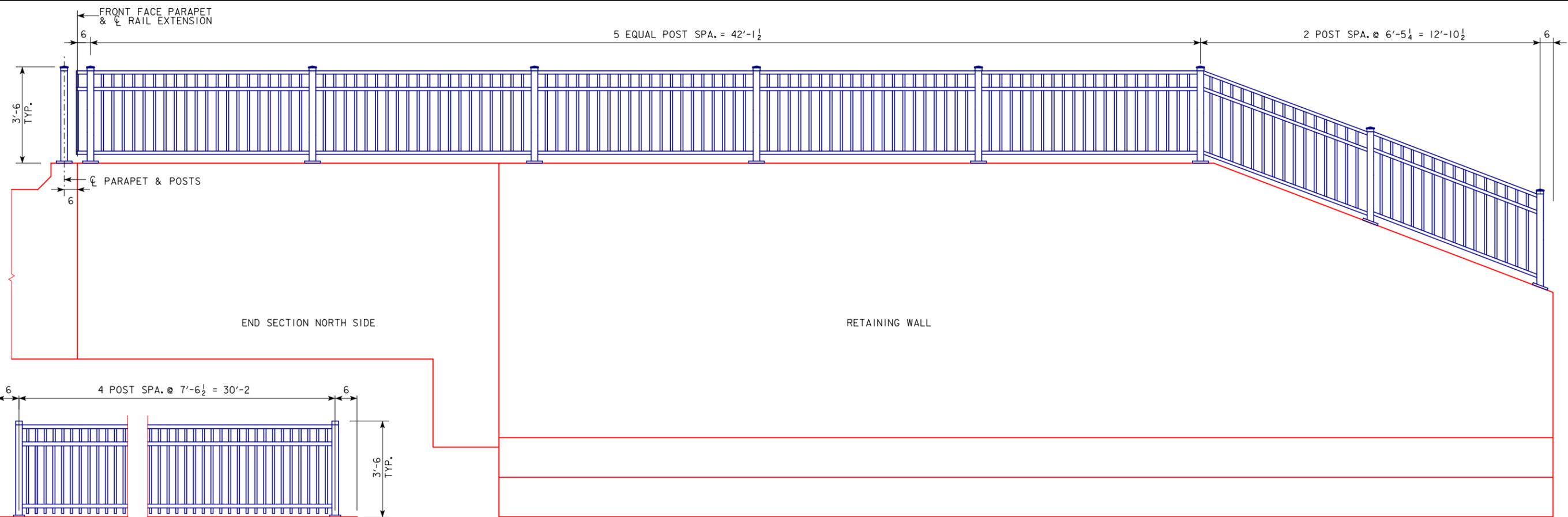


ELEVATION OF RETAINING WALL

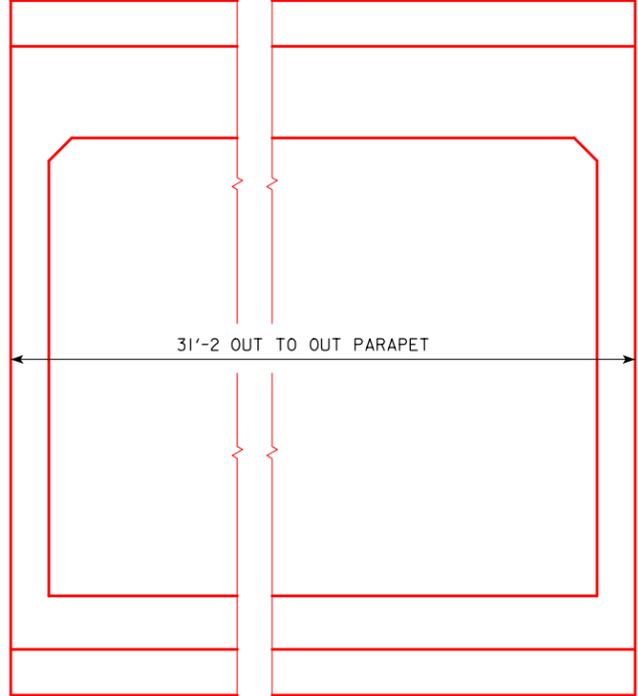
NOTE:
F.F. = FRONT FACE
B.F. = BACK FACE
B.F.V. = BACK FACE VERTICAL



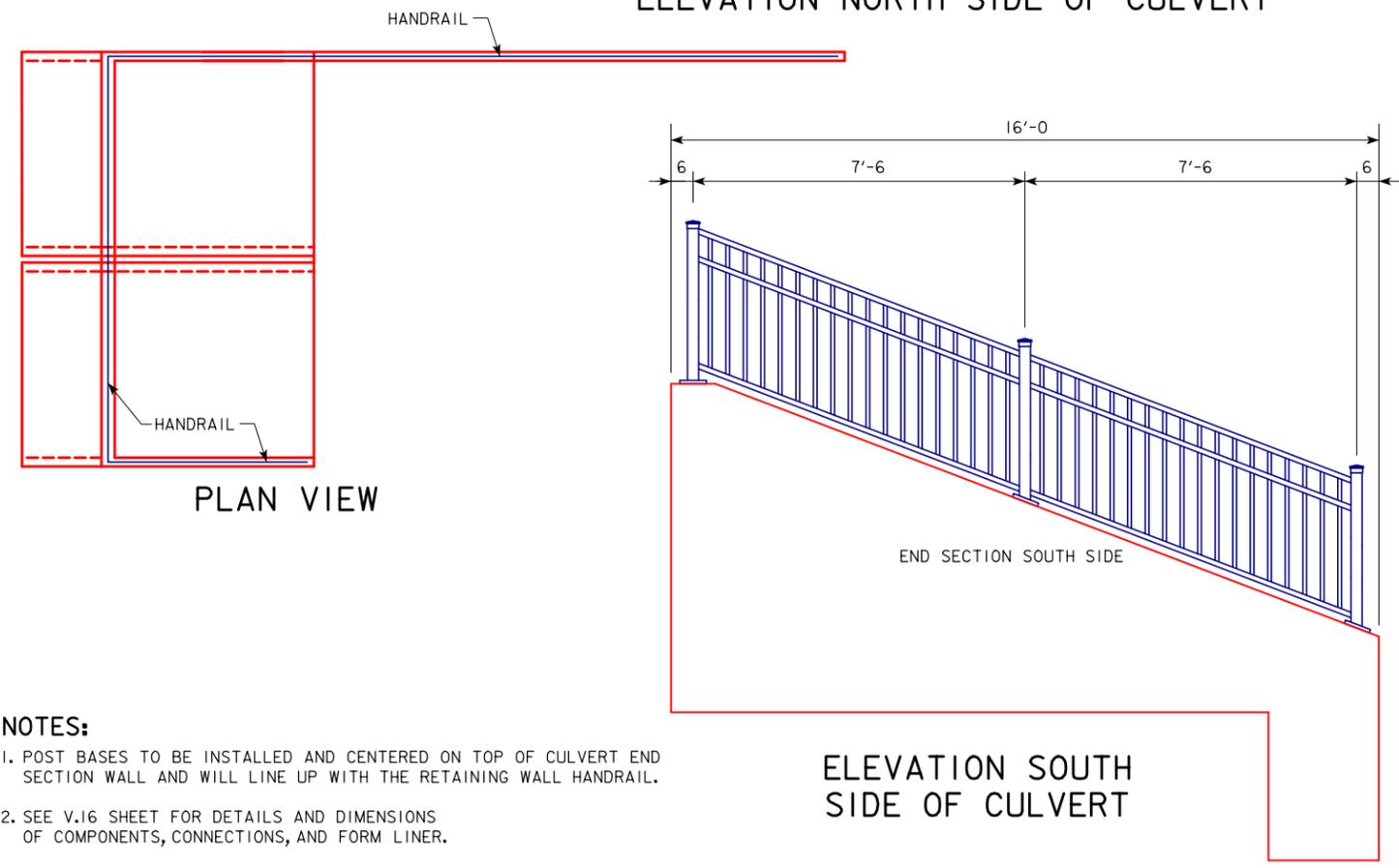
STANDARD DESIGN
**TWIN 14' X 6' X 228' PRECAST
R.C.B. CULVERT WITH
19'-4 C.I.P. TRANSITION
WALL DETAILS**
STA. 2+14.11 OLIVE ST
BLACK HAWK COUNTY
JULY, 2021



ELEVATION NORTH SIDE OF CULVERT



PARTIAL END VIEW OF PARAPET AND HEADWALL

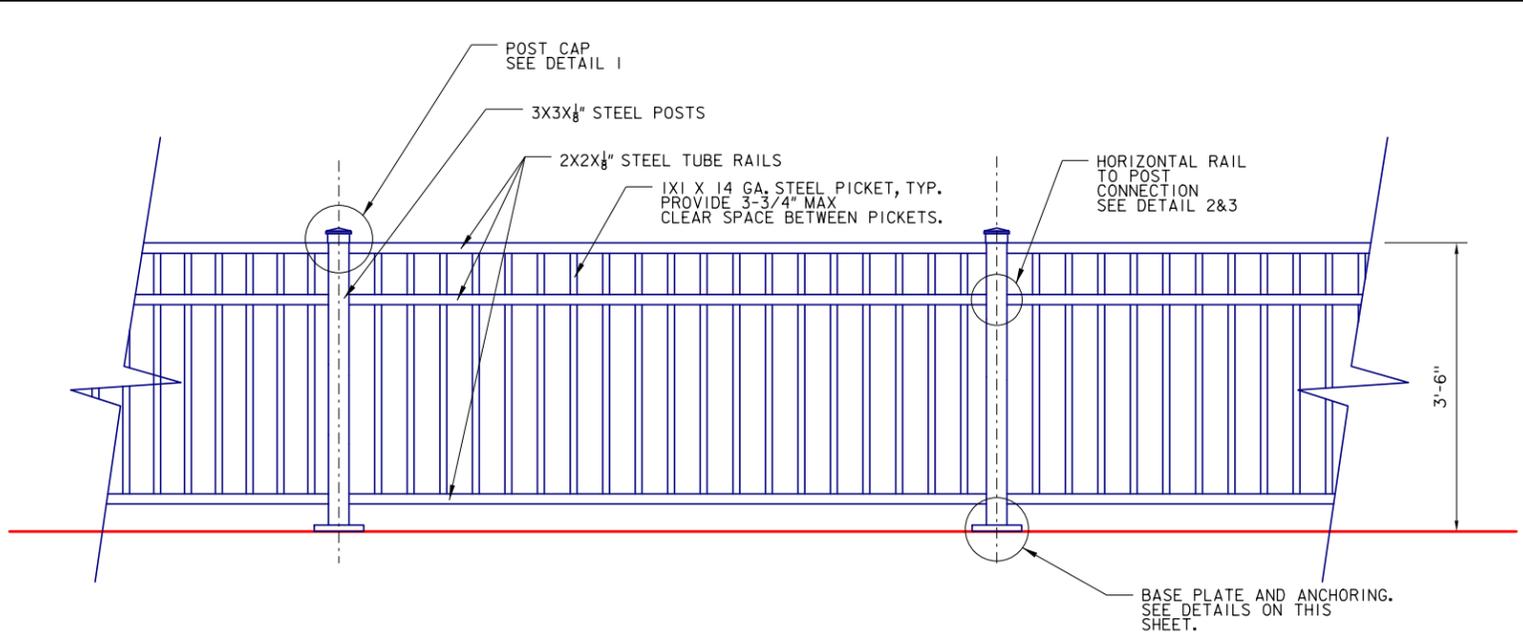


- NOTES:**
1. POST BASES TO BE INSTALLED AND CENTERED ON TOP OF CULVERT END SECTION WALL AND WILL LINE UP WITH THE RETAINING WALL HANDRAIL.
 2. SEE V.16 SHEET FOR DETAILS AND DIMENSIONS OF COMPONENTS, CONNECTIONS, AND FORM LINER.

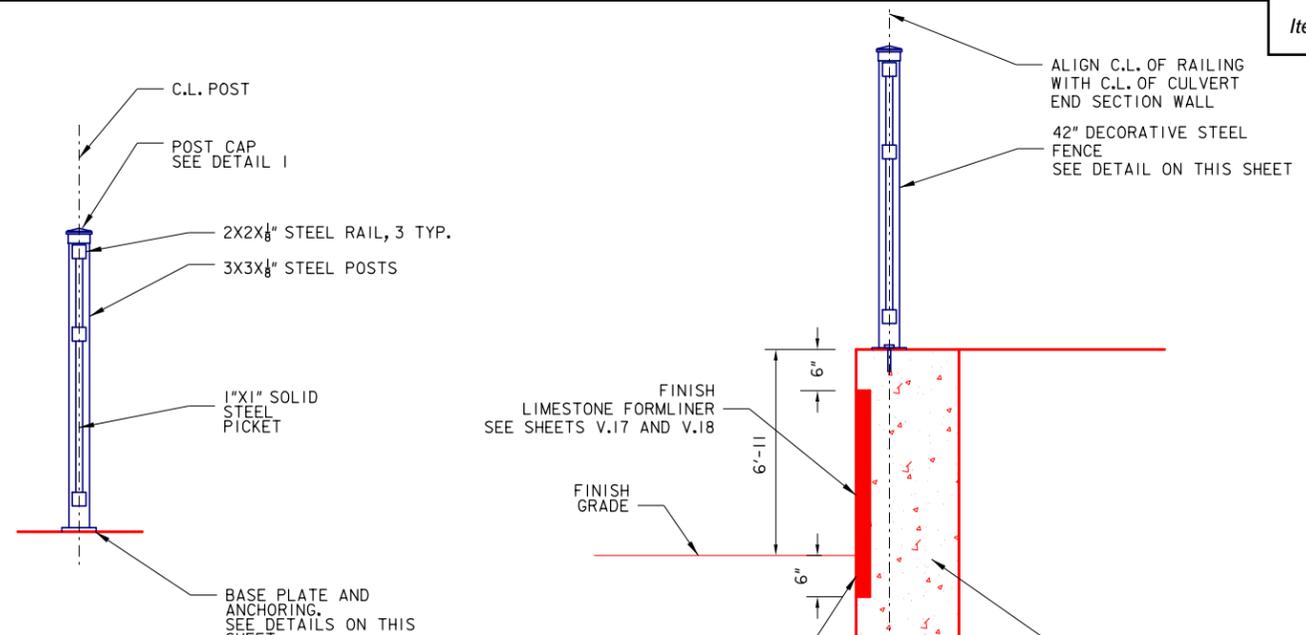
NOTE:
FIELD VERIFY AS-BUILT CONDITIONS OF BOX CULVERT AND RETAINING WALL PRIOR TO FABRICATION OF HANDRAILS.

QUANTITIES - TWO HEADWALLS		
ITEM	UNITS	UNITS
DECORATIVE FENCE	LIN. FT.	88

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION
SAFETY RAIL DETAILS
STA. 2+14.11 OLIVE ST
BLACK HAWK COUNTY
JULY, 2021

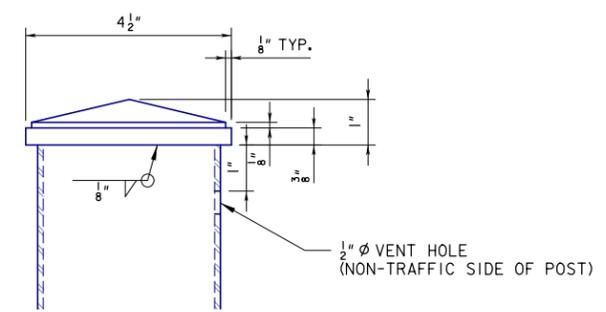


ELEVATION

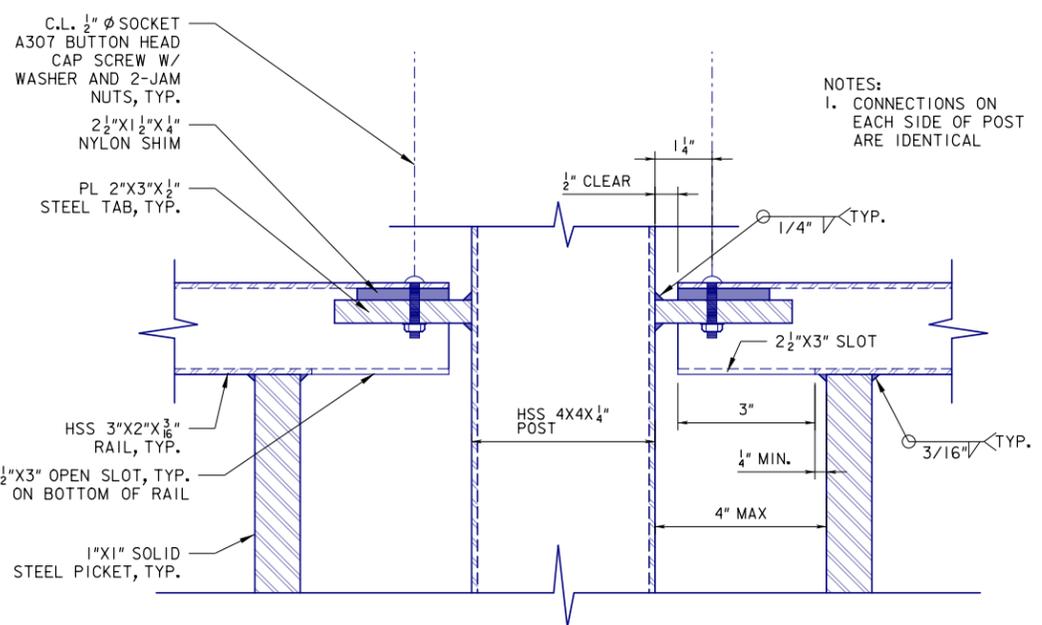


SECTION

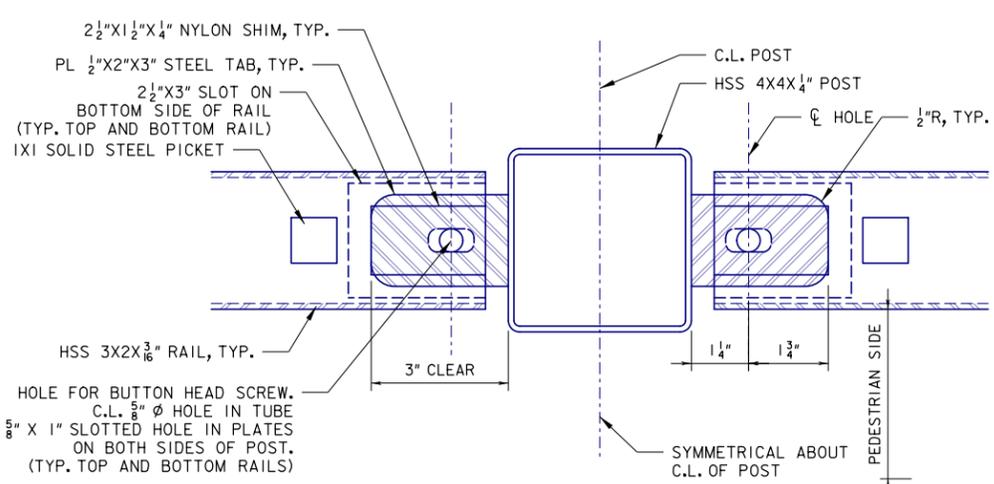
CROSS SECTION



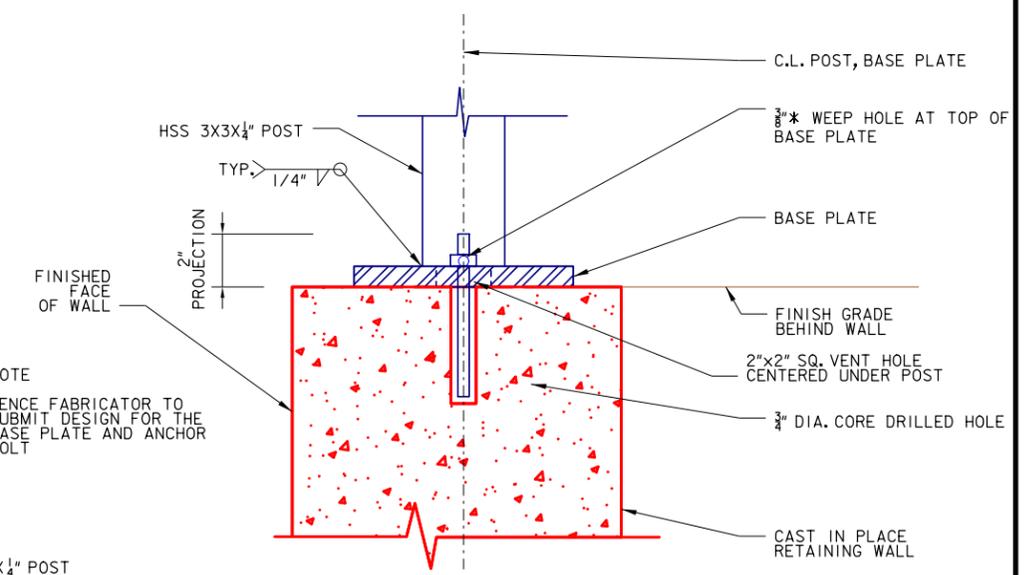
1 POST CAP DETAIL
 SCALE: N.T.S.



2 HORIZONTAL RAIL TO POST CONNECTION (ELEVATION)
 SCALE: N.T.S.



3 HORIZONTAL RAIL TO POST CONNECTION (TOP VIEW)
 SCALE: N.T.S.



4 ANCHOR DETAIL
 N.T.S.

NOTE
 FENCE FABRICATOR TO SUBMIT DESIGN FOR THE BASE PLATE AND ANCHOR BOLT

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION SAFETY RAIL DETAILS
 STA. 2+14.11 OLIVE ST
 JULY, 2021
BLACK HAWK COUNTY

LIMESTONE COLORED STAINING NOTES:

THE CONCRETE SURFACES OF THE HEAD WALLS, WINGWALLS, PARAPET, AND RETAINING WALLS AS DESIGNATED IN THE PLANS, SHALL BE FINISHED WITH A LIMESTONE COLORED HIGH SILICONE-CONTENT ACRYLIC CONCRETE SEALER COATING FURNISHED BY THE SHERWIN-WILLIAMS COMPANY, ANVIL PAINTS AND COATINGS, ADVANCED SURFACES INC., OR APPROVED EQUAL.

ALTERNATE PRODUCTS AND SUPPLIERS ARE TO BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO MATERIAL ACQUISITION AND APPLICATION.

THE FOLLOWING GUIDELINES ARE IN ADDITION TO THE MANUFACTURER'S PRODUCT RECOMMENDATIONS. IN NO CASE SHOULD THE MANUFACTURER'S RECOMMENDATIONS BE VIOLATED. IT IS REQUIRED THAT AN APPLICATOR WITH THREE OR MORE YEARS OF EXPERIENCE APPLYING SIMILAR COATINGS TO CONCRETE SURFACES APPLY THE PRODUCT AND THAT A PRODUCT MANUFACTURER'S REPRESENTATIVE BE ONSITE DURING INITIAL SURFACE PREPARATION AND PRODUCT APPLICATION. IT IS ALSO REQUIRED THAT A 3-FOOT-BY-3-FOOT TEST SECTION BE REVIEWED AND APPROVED BY THE ENGINEER BEFORE CONTINUING WITH FINAL PRODUCT APPLICATION.

PRE-APPLICATION SURFACE PREPARATION:

ALL NEW CONCRETE SURFACES TO RECEIVE THE COLORED SEALER COATING ARE TO BE GIVEN A CLASS 2 STRIP DOWN SURFACE FINISH PER ARTICLE 2403.21, B, OF THE STANDARD SPECIFICATIONS.

NEW CONCRETE MUST BE CURED FOR A MINIMUM OF 14 DAYS AND PASS THE PH, WATER PENETRATION, AND MOISTURE CONTENT TESTS DESCRIBED IN THIS SPECIFICATION.

IT IS RECOMMENDED THAT CURING COMPOUNDS USED BE APPROVED BY THE CONCRETE SEALER MANUFACTURER. CURING COMPOUNDS CONTAINING PARAFFIN SHALL NOT BE USED. ANY CURING COMPOUNDS NOT APPROVED BY THE CONCRETE SEALER MANUFACTURER MUST BE THOROUGHLY REMOVED PRIOR TO FINAL COATING APPLICATION.

A CONCRETE ETCHING SOLUTION CONFORMING TO THE CONCRETE SEALER MANUFACTURER'S RECOMMENDATIONS SHALL BE USED ON SURFACES LESS THAN 3 MONTHS OLD. THE ETCHING SOLUTION APPLICATION SHALL YIELD AN OPEN, POROUS SURFACE FOR PROPER ADHESION OF THE CONCRETE SEALER COATING.

ALL SURFACES MUST BE CLEAN, DRY, AND FREE OF GREASE, OIL, PAINT, CURING COMPOUNDS NOT APPROVED FOR OVERCOATING BY THE SEALER COATING MANUFACTURER, CONCRETE SEALERS, OR ANY OTHER MATERIAL THAT WOULD PREVENT A STABLE BOND BETWEEN THE CONCRETE SEALER COATING AND THE CONCRETE SURFACE.

1. SURFACE CLEANING, AT A MINIMUM, REQUIRES THE USE OF 3,000 PSI HIGH-PRESSURE WASHING AT A FLOW RATE OF 3 TO 14 GALLONS PER MINUTE. ALLOW TO DRY FOR A MINIMUM OF 24 HOURS PRIOR TO COATING APPLICATION.

2. IF THE CONCRETE CANNOT BE CLEANED ADEQUATELY WITH A WATER WASH, COMBINED SAND-AND-WATER-BLASTING OR LIGHT SANDBLASTING (BRUSH BLAST) SHALL BE USED.

3. IN ALL CASES, THE PUBLIC, CULVERT, AND ALL SURFACES SHOULD BE PROTECTED FROM HARM DURING THE CLEANING PROCESS.

PRE-APPLICATION SURFACE TESTS:

PRIOR TO THE COMMENCEMENT OF ANY COATING, THE CONCRETE SURFACES ARE TO BE CHECKED BY THE CONTRACTOR FOR PH LEVEL AND FOR THE PRESENCE OF SEALERS, OILS, CURING COMPOUNDS NOT APPROVED BY THE CONCRETE SEALER MANUFACTURER, OR OTHER POSSIBLE BOND BREAKERS; USING THE FOLLOWING METHODS AND TECHNIQUES:

1. PH TEST. PREPARED CONCRETE SHOULD HAVE A PH LEVEL BETWEEN 6 AND 10. PERFORM PH TEST PER ASTM D 4262 PRIOR TO COATING SURFACE. AN ACID-ETCH CONFORMING TO THE COATING PRODUCT MANUFACTURER'S RECOMMENDATIONS MAY BE ADDED TO THE WATER WASH TO REDUCE THE PH. IF ACID-ETCH IS USED, SURFACES MUST BE RINSED PRIOR TO RE-TESTING THE PH LEVEL.

2. WATER PENETRATION TEST. DRY CONCRETE SURFACES SHALL BE TESTED FOR THE PRESENCE OF SEALERS, OILS, CURING COMPOUNDS NOT APPROVED BY THE CONCRETE SEALER MANUFACTURER, ETC. BOTH BY VISUAL INSPECTION AND BY WETTING WITH FINE MIST WATER SPRAY. PROPERLY PREPARED, POROUS SURFACES WILL SHOW NO WATER BEADING AFTER 1 MINUTE. IF BEADING OF WATER IS APPARENT AFTER 1 MINUTE, SURFACE MUST BE CLEANED OF SEALING AGENTS. THIS MAY REQUIRE FURTHER HIGH-PRESSURE WASHING, COMBINED SAND-AND-WATER-BLASTING, OR LIGHT SANDBLASTING (BRUSH BLAST). PORTIONS OF ALL SURFACES DESIGNATED TO RECEIVE COLORED SEALER COATING SHALL BE TESTED IN DIFFERENT LOCATIONS AS DIRECTED BY AND TO THE SATISFACTION OF THE ENGINEER.

3. MOISTURE CONTENT TEST. TESTING FOR MOISTURE CONTENT AND READINESS OF THE CONCRETE SURFACE TO RECEIVE THE COATING SHALL BE IN ACCORDANCE WITH ASTM E 1907. ACCEPTABLE TEST METHODS INCLUDE ELECTRICAL RESISTANCE OR ELECTRICAL IMPEDANCE TESTING.

PRODUCT APPLICATION:

A MINIMUM OF TWO COATS SHALL BE APPLIED.

APPLY UNDER DRY CONDITIONS ONLY. DO NOT APPLY IF RAIN IS EXPECTED WITHIN 12 HOURS FOLLOWING APPLICATION.

AIR AND SURFACE TEMPERATURE SHOULD BE BETWEEN 50°F AND 90°F DURING AND FOR 24 HOURS FOLLOWING APPLICATION.

DO NOT OVER APPLY. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR COATING THICKNESS. NO DRIPS, RUNS, OR SAGS WILL BE ALLOWED DURING THE APPLICATION OR IN THE FINAL RESULTS.

STIR PRODUCT THOROUGHLY BEFORE AND DURING APPLICATION.

THE FOLLOWING APPLICATION METHODS ARE ALLOWED:

- BRUSH: USE A NATURAL BRISTLE BRUSH.
- ROLLER: USE A 3/8 TO 1/2 INCH NAP LAMBSWOOL OR OTHER SOLVENT-RESISTANT COVER.
- SPRAY: AIRLESS SPRAYER WITH A PRESSURE OF 1500 PSI AND A 0.013 TO 0.017 INCH TIP OPENING.

FIRST COAT: APPLY FIRST COAT EVENLY, WORKING IN ONE DIRECTION. ALLOW AT LEAST 12 HOURS BEFORE APPLYING THE SECOND COAT. DO NOT OVERWORK, AS BRUSHING OR ROLLING BACK OVER PARTIALLY DRIED MATERIAL MAY CAUSE LIFTING OF THE COATING FROM THE SURFACE.

SECOND COAT: FOR BEST COVERAGE, APPLY THE SECOND COAT PERPENDICULAR TO THE FIRST COAT.

THIRD COAT: APPLY, IF NEEDED, TO ELIMINATE BRUSH OR ROLLER MARKS THAT ARE EVIDENT IN THE FINISH. APPLY IN THE SAME DIRECTION AS THE FIRST COAT.

CONCRETE AREAS ADJACENT TO SURFACES TO RECEIVE THE COLORED SEALER COATING SHALL BE PROTECTED FROM ANY SPLASH, STAINING, DRIPPING, OR OVER-ROLLING OF THE COATING DURING APPLICATION. ANY COATING MATERIAL APPLIED TO SURFACES NOT INTENDED TO RECEIVE THE COATING WILL BE IMMEDIATELY AND THOROUGHLY REMOVED TO PREVENT STAINING.

GENERAL NOTES:

Item 37.

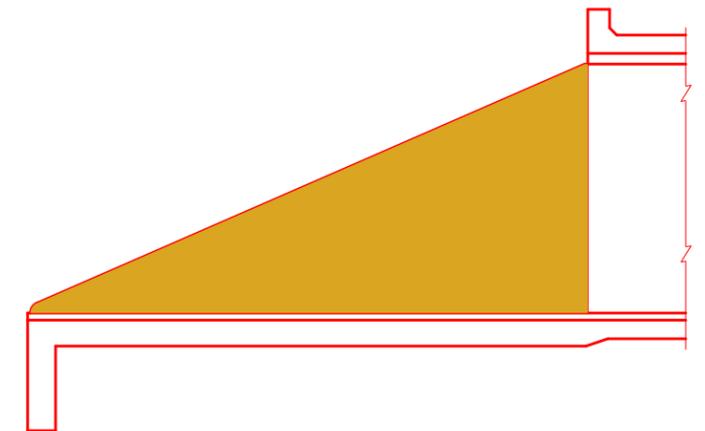
ARCHITECTURAL RUSTICATION SHALL BE APPLIED TO THE FRONT FACE OF RETAINING WALLS. A LIMESTONE COLORED STAIN SHALL BE APPLIED TO THE HEADWALLS AT THE FOLLOWING LOCATIONS, AS SHOWN ON THIS SHEET. FRONT FACE OF PARAPET, FRONT FACE OF WING WALLS, BOTH FACES AND TOP OF INTERIOR WALLS, AND FRONT FACE OF RETAINING WALLS.

THE RUSTICATION PATTERN SHALL BE PRODUCED WITH CUSTOMROCK FORMLINERS PATTERN NO. I208K DRYSTACK OR APPROVED EQUAL. THE FORMLINER SHALL BE FASTENED SECURELY IN PLACE, AND ITS RUSTICATION SURFACE PREPARED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO PRODUCE THE SPECIFIED PATTERN. REFER TO FORMLINER SPECIFICATION FOR ADDITIONAL INFORMATION.

THE FORMLINER SHALL BE PLACED TO ACHIEVE A CONSISTENT RUSTICATION PATTERN AND SHALL BE FREE OF FINS AND ROUGH EDGES.

CONCRETE IN THE HEADWALL WINGS SHALL BE PLACED AND VIBRATED IN LIFT HEIGHTS OF 2'-0 MAX TO REDUCE AIR VOIDS, HONEYCOMBING, ETC.

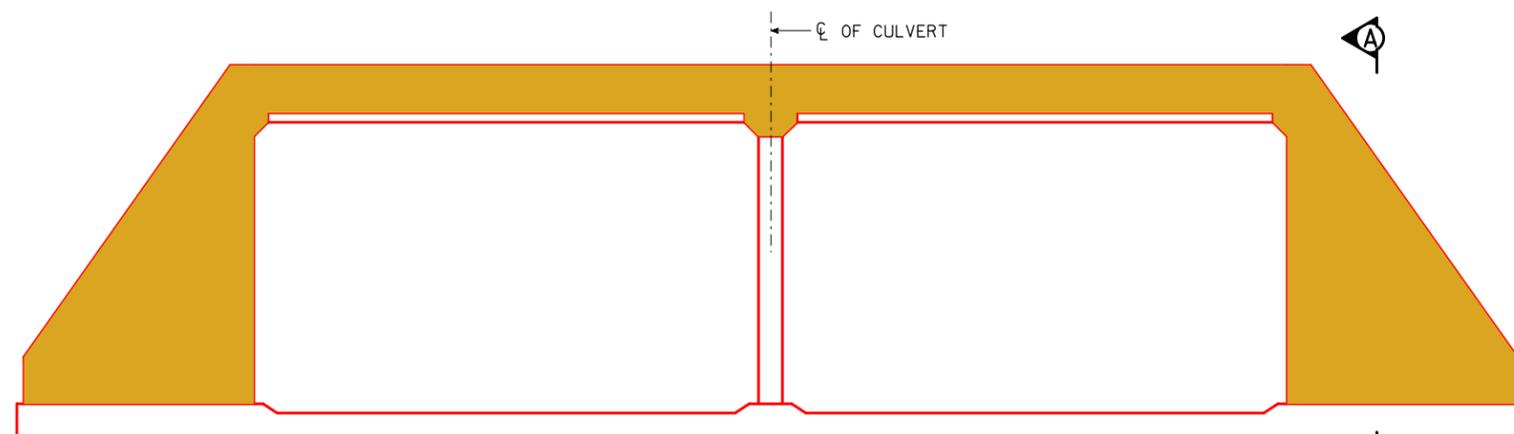
ALL MATERIALS, LABOR AND EQUIPMENT REQUIRED FOR THE RUSTICATION AND STAINING SHALL BE CONSIDERED INCIDENTAL TO THE STRUCTURAL CONCRETE.



SECTION A-A

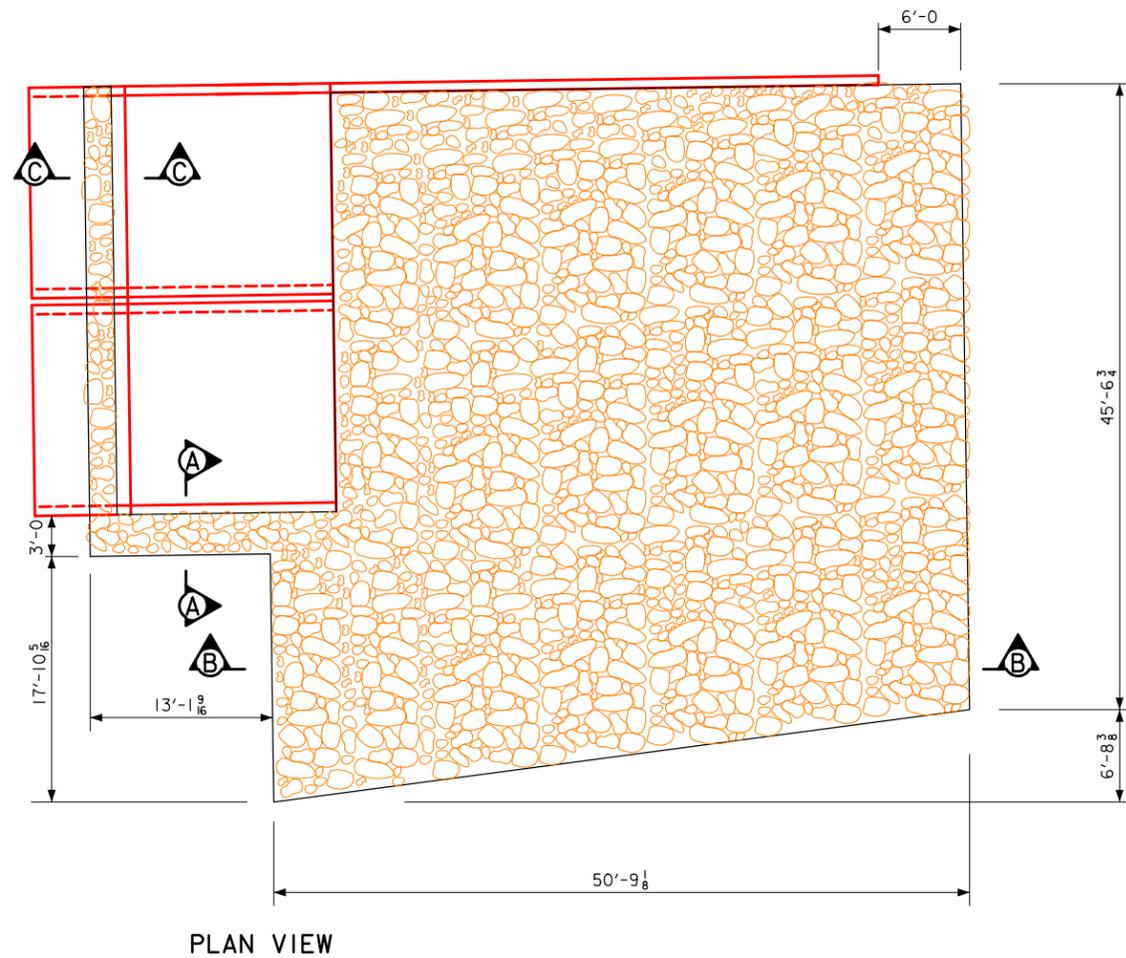
■ RUSTICATION PATTERN AND LIMESTONE COLORING

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION FORM LINER DETAILS
 STA. 2+14.11 OLIVE ST JULY, 2021
BLACK HAWK COUNTY

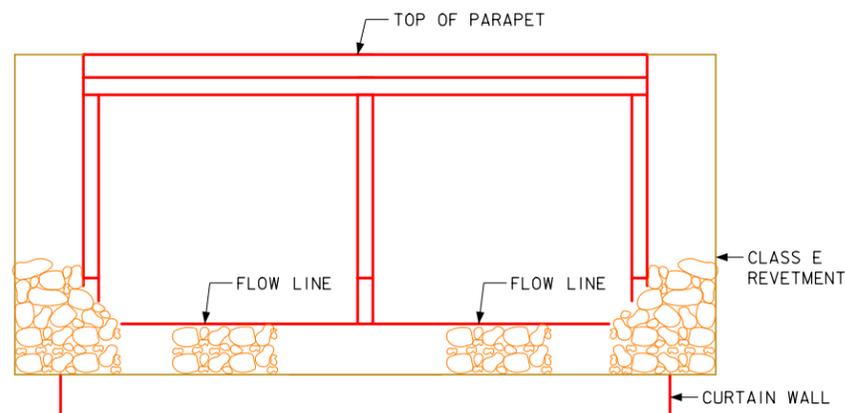


FRONT ELEVATION - OUTLET HEADWALL

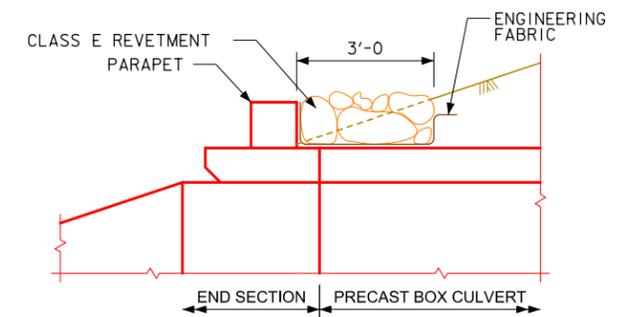
FORM LINER TO ALSO BE UTILIZED ON THE CHANNEL SIDE OF THE WALL FACE OF THE RETAINING WALL



PLAN VIEW

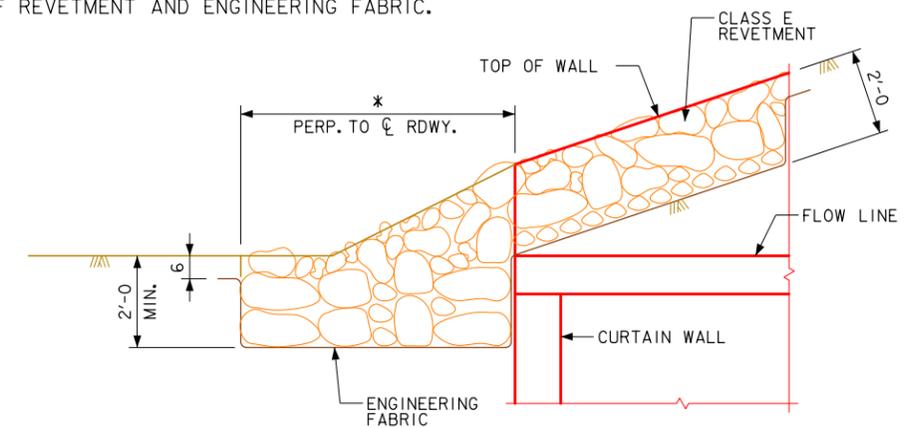


ELEVATION VIEW
NON-SKEW END SECTIONS

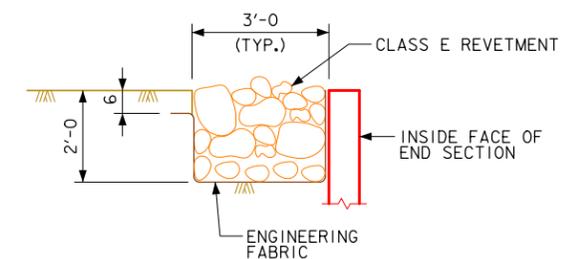


SECTION C-C

* = SEE THIS SHEET FOR CULVERT PLANS FOR LIMITS OF REVETMENT AND ENGINEERING FABRIC.



SECTION B-B



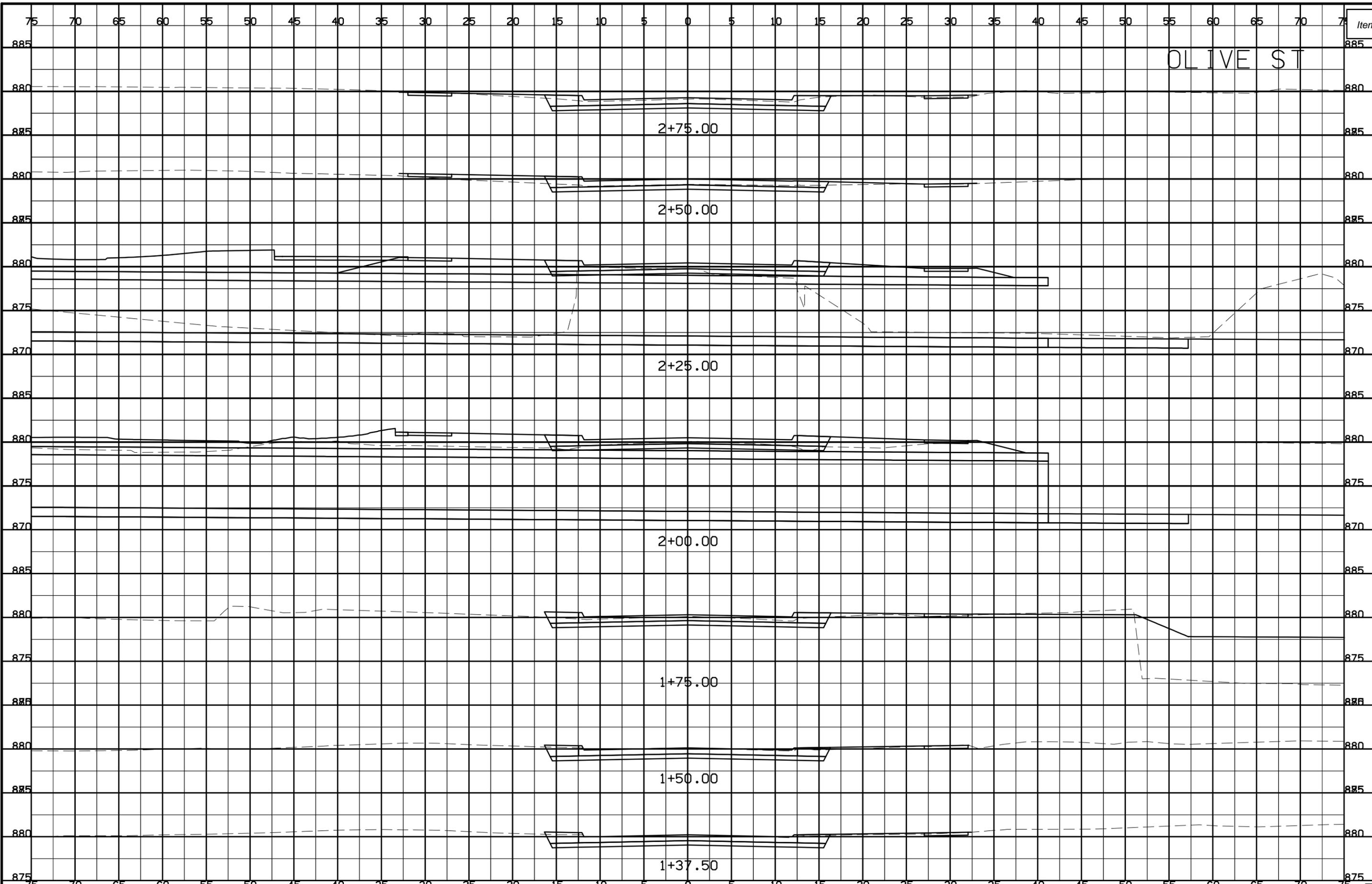
SECTION A-A
TYPICAL DETAILS

CONSTRUCTION NOTES:

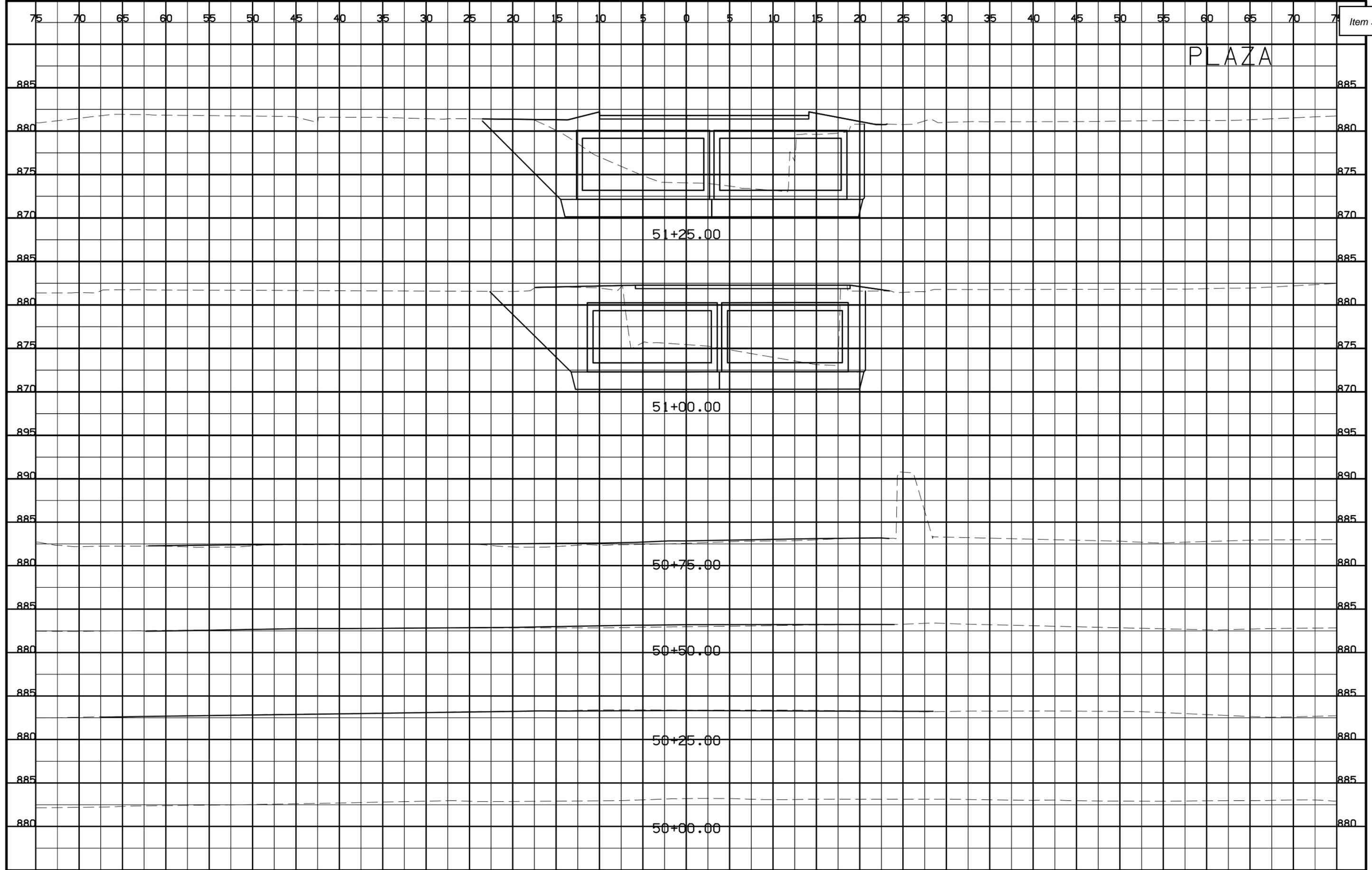
CLASS E REVETMENT SHALL BE USED AND PLACED ACCORDING TO ARTICLE 2507.03 OF THE STANDARD SPECIFICATIONS.

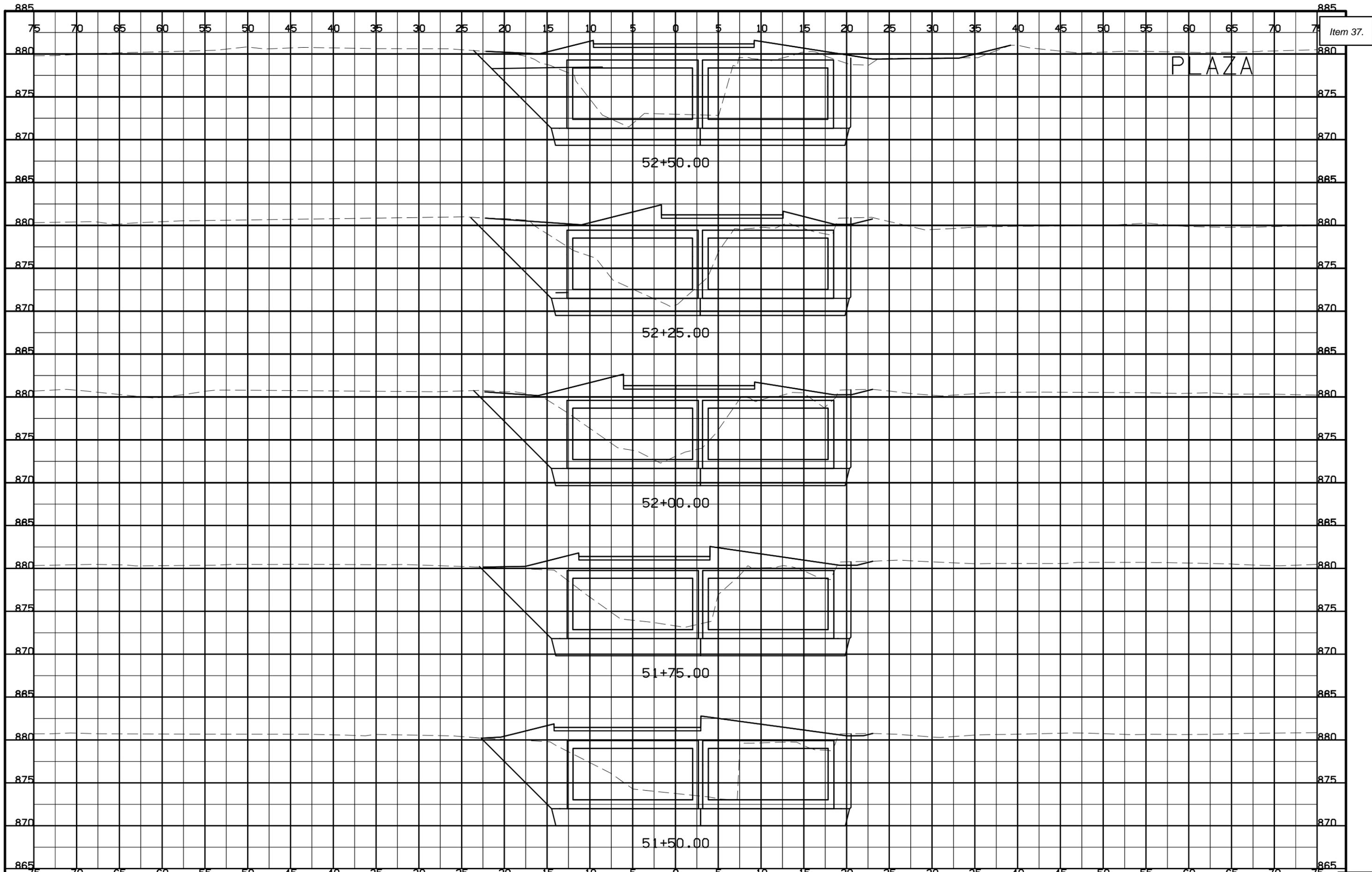
THE ENGINEERING FABRIC SHALL MEET THE MATERIAL REQUIREMENTS IN ACCORDANCE WITH ARTICLE 4196.01, B, 3, OF THE STANDARD SPECIFICATIONS.

STANDARD DESIGN
TWIN 14' X 6' X 228' PRECAST R.C.B. CULVERT WITH 19'-4 C.I.P. TRANSITION EMBANKMENT PROTECTION DETAILS
 STA. 2+14.11 OLIVE ST JULY, 2021
BLACK HAWK COUNTY



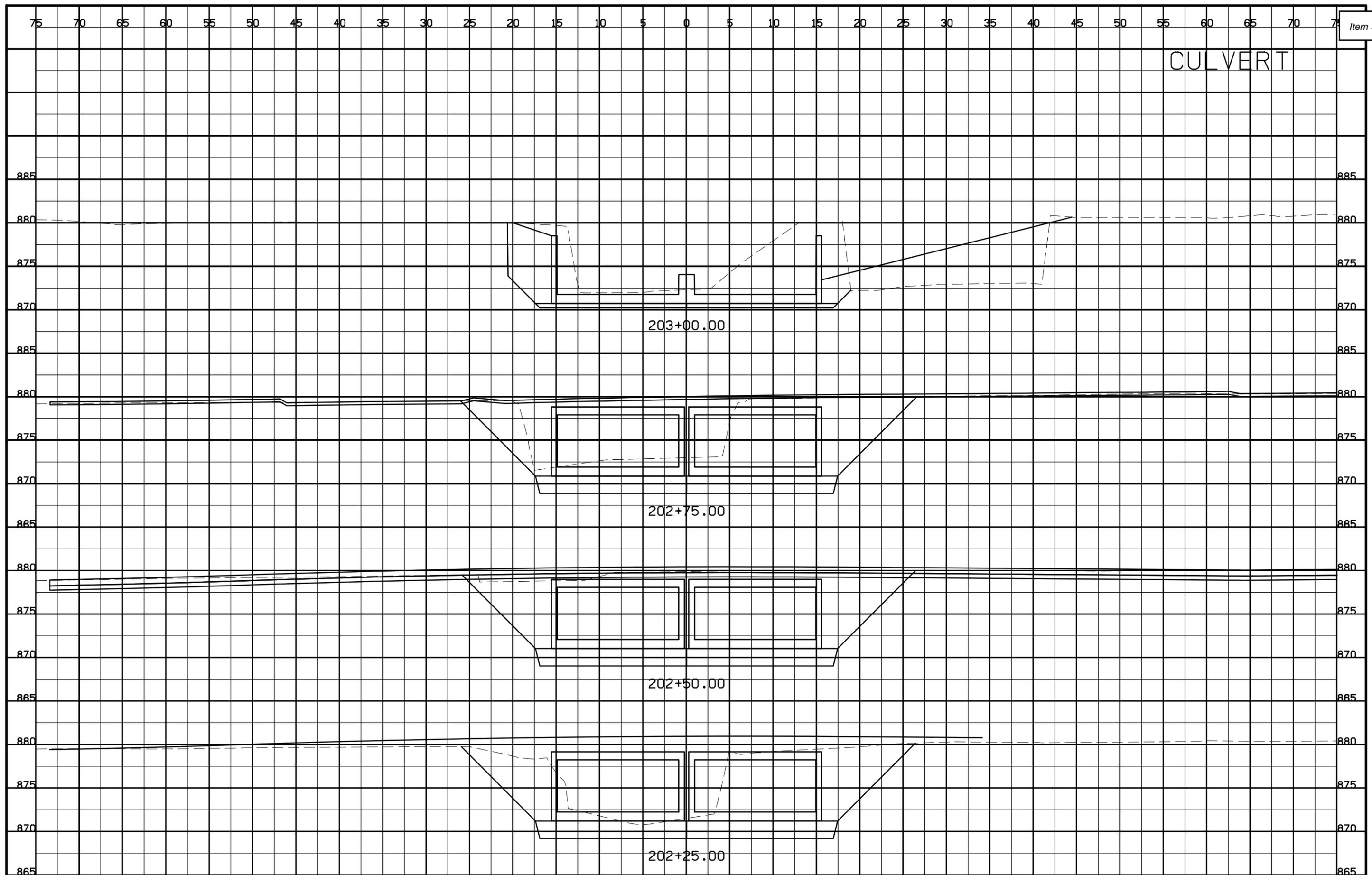
PLAZA



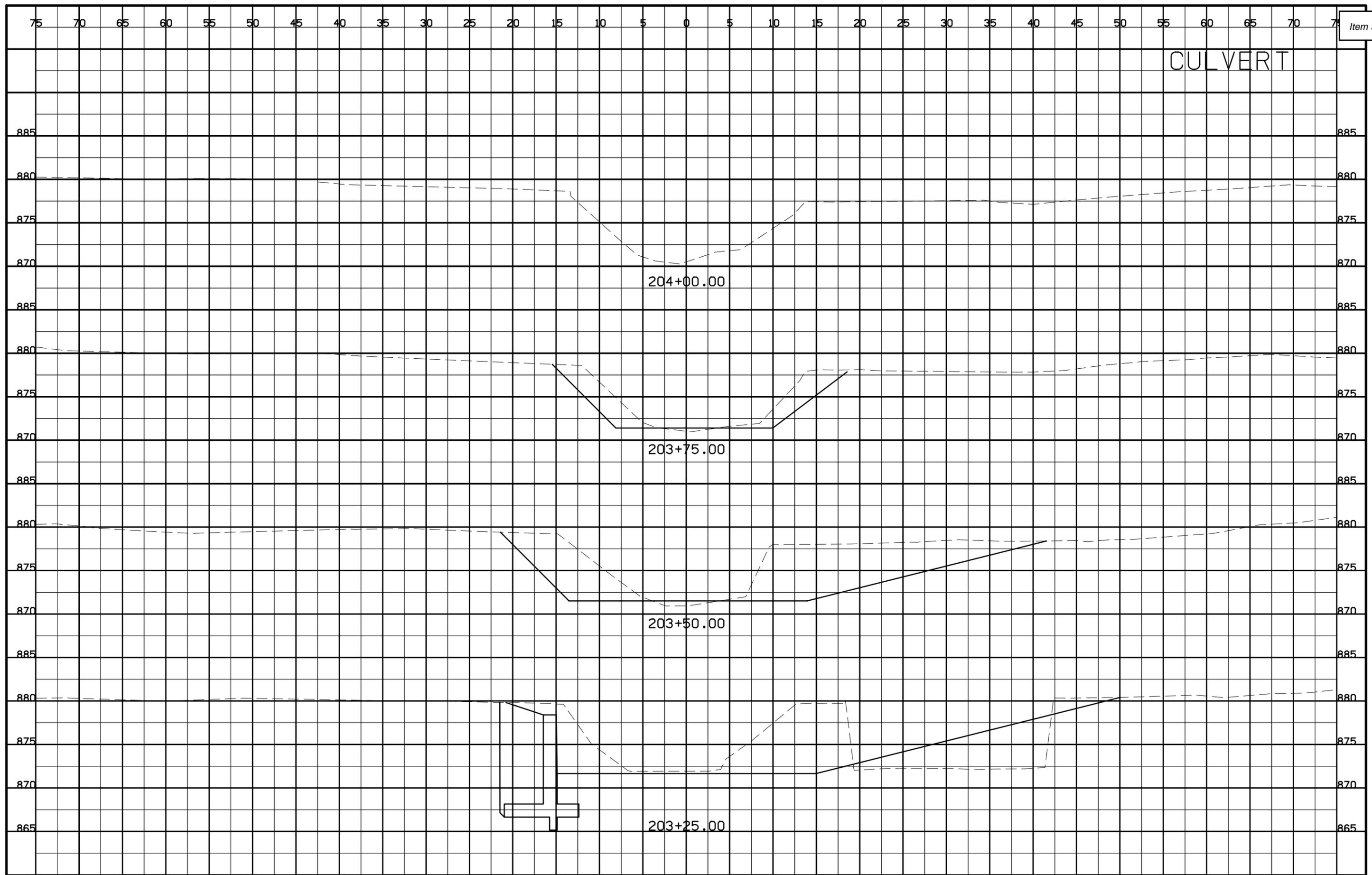


Item 37.

CULVERT



CULVERT



PROJECT SPECIFICATIONS FOR OLIVE STREET BOX CULVERT REPLACEMENT PROJECT

**Project BR-106-3215
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><i>Michelle M. Sweeney</i> Date: <u>6/9/2022</u> Michelle Sweeney, PE, PTOE, Iowa License No. 20830 My license renewal date is 12/31/2023</p> <p>Pages or sheets covered by this seal: <u>All</u></p>

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DIVISION 3 – Standard Specifications

The current version of the Statewide Urban Design and Specifications (SUDAS) shall apply to this project and serve as the City’s Standard Specification.

The Standard Specification is amended by the City of Cedar Falls Supplemental Specifications to SUDAS, latest edition.

Links to both documents can be found on the City’s website at:
www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS 36-38

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE
OLIVE STREET BOX CULVERT REPLACEMENT 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 OLIVE STREET BOX CULVERT REPLACEMENT PROJECT in said City at 7:00 p.m. on the 5th day of July 2022 said meeting to be held in the Cedar Falls Community Center, 528 Main St, 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 OLIVE STREET BOX CULVERT REPLACEMENT 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 22nd day of July 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 22nd day of July 2022 at www.questcdn.com, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 1st day of August 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 120 working days. Working days will be accumulated concurrently from the date set forth in the written Notice to Proceed.

Bid Security: Bidders shall provide a bid security in the amount defined in the Instructions to Bidders- Division 1 Section 05. A scanned copy of the Bid Bond must be included with the online bid submitted at www.questcdn.com.

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: The contract documents are available at www.cedarfalls.com/QuestCDN and www.questcdn.com. This contract is QuestCDN project number 8111280. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. To access the electronic bid form, download the project documents and click the online bid button at the top of the bid advertisement page. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted. Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Haley Habinck. No drop-ins will be allowed.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, through email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Michelle Sweeney, PE, PTOE
AECOM
501 Sycamore Street, Suite 222
Waterloo, Iowa 50703
Michelle.Sweeney@AECOM.com

Any interpretation of the contract documents will be made in writing and only by addendum with online notification given to bidders. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct or change the contract documents as deemed advisable by the City of Cedar Falls or the Engineer of record.

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 will remove the existing bridge on Olive Street and extend the College Street Box Culvert through Olive Street. The Pettersen Plaza will be extended over the top of the box culvert.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA
BY: _____
Jacqueline Danielsen, MMC
City Clerk

DIVISION I – Instructions to Bidders

The work comprising the Olive Street Box Culvert Replacement 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 provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be considered.

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: OLIVE STREET BOX CULVERT REPLACEMENT PROJECT
Project No. BR-106-3215

02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of

officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

The contract documents are available at www.cedarfalls.com/QuestCDN and www.questcdn.com. This contract is QuestCDN project number 8111280. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. To access the electronic bid form, download the project documents and click the online bid button at the top of the bid advertisement page. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

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 provided 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.

Proposals will only be accepted electronically on the Quest CDN website. Bidders will also be required to submit the following forms online with their bid: bid security, bidder status form and non-collusion Affidavit.

**FORM OF PROPOSAL
OLIVE STREET BOX CULVERT REPLACEMENT PROJECT
PROJECT NO. BR-106-3215
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 OLIVE STREET BOX CULVERT REPLACEMENT 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:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	UNITS	170	\$	\$
2	EXCAVATION, CLASS 10, CHANNEL	CY	171.4	\$	\$
3	EXCAVATION, CLASS 10, ROADWAY	CY	195	\$	\$
4	EXCAVATION, CLASS 20	CY	2494.1	\$	\$
5	REMOVALS, STRUCTURAL BASES	EACH	3	\$	\$
6	SUBBASE, GRANULAR	SY	520	\$	\$
7	SUBBASE, MODIFIED	CY	37.8	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
8	SUBGRADE PREPARATION, 12 IN.	SY	520	\$	\$
9	SUBGRADE TREATMENT, GEOGRID	SY	100	\$	\$
10	TOPSOIL, ONSITE	CY	150	\$	\$
11	TOPSOIL, OFFSITE	CY	50	\$	\$
12	SPECIAL BACKFILL FOR BLANKET AND SUBDRAIN	CY	1182.1	\$	\$
13	MACADAM STONE BASE	TON	515	\$	\$
14	REMOVAL OF EXISTING STRUCTURES	LS	2	\$	\$
15	EXCAVATION, CLASS 20	CY	2494.1	\$	\$
16	EXCAVATION, CLASS 23, BOULDERS, CONCRETE RIP RAP, GABION	CY	50	\$	\$
17	SPECIAL BACKFILL	TON	625.9	\$	\$
18	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	1182.1	\$	\$
19	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	42.5	\$	\$
20	STRUCTURAL CONCRETE (RCB CULVERT)	CY	60.7	\$	\$
21	REINFORCING STEEL	LB	15079	\$	\$
22	STRUCTURAL STEEL PEDESTRIAN HAND RAILING	LF	88	\$	\$
23	PRECAST CONCRETE BOX CULVERT, 14 FT X 6 FT (UNITS SIDE X SIDE = TWIN WIDTH)	LF	228	\$	\$
24	PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT X 6 FT	EACH	1	\$	\$
25	SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT. X 6FT.	EACH	1	\$	\$
26	FLOWABLE MORTAR	CY	429.2	\$	\$
27	ENGINEERING FABRIC	SY	416	\$	\$
28	SAFETY CLOSURE	EACH	4	\$	\$
29	SAFETY FENCING	LF	800	\$	\$
30	ELECTRICAL CIRCUITS	LF	320	\$	\$
31	LIGHT POLE REMOVAL	EACH	1	\$	\$
32	TYPE 1 LIGHTING POLES	EACH	6	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
33	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	2	\$	\$
34	TYPE A SIGNS, REMOVAL AND REINSTALL	EACH	5	\$	\$
35	MOBILIZATION	LS	1	\$	\$
36	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$	\$
37	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$	\$
38	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$	\$
39	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$	\$
40	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$	\$
41	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$	\$
42	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	250	\$	\$
43	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	250	\$	\$
44	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	500	\$	\$
45	ROLLED EROSION CONTROL PRODUCT, TYPE II	SQ	62	\$	\$
46	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50	\$	\$
47	REMOVAL OF SANITARY SEWER, LESS THAN 36 IN.	LF	50	\$	\$
48	SANITARY ABANDONMENT, PLUG AND FILL, LESS THAN 36 IN.	LF	246	\$	\$
49	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	99	\$	\$
50	SANITARY SEWER, TRENCHED, TRUSS, 8 IN.	LF	10	\$	\$
51	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	58	\$	\$
52	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	76	\$	\$
53	STORM SEWER, TRENCHED, HDPE, 6 IN.	LF	34	\$	\$
54	SUBDRAIN OUTLETS AND CONNECTIONS, EXISTING SUBDRAIN, 6 IN.	EACH	4	\$	\$
55	SUBDRAIN OUTLETS AND	EACH	6	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
	CONNECTIONS, PER PLAN, 6 IN.				
56	SUBDRAIN, TYPE S, 6 IN.	LF	1217	\$	\$
57	FITTINGS BY COUNT, DUCTILE IRON, 8 IN TO 4 IN, REDUCER	EACH	2	\$	\$
58	FITTINGS BY COUNT, DUCTILE IRON, 8 IN, 45° ELBOW	EACH	4	\$	\$
59	FITTINGS BY COUNT, DUCTILE IRON, 4 IN, 90° ELBOW	EACH	4	\$	\$
60	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED	LF	40	\$	\$
61	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED	LF	110	\$	\$
62	WATER SERVICE STUB, COPPER, 3/4 IN	LF	59.7	\$	\$
63	VALVE, GATE, DIP, 8 IN	EACH	2	\$	\$
64	ADJUSTMENT OF EXISTING MANHOLE OR INTAKE, MAJOR	EACH	1	\$	\$
65	INTAKE, SW-507	EACH	3	\$	\$
66	INTAKE, SW-513 (36"X36")	EACH	2	\$	\$
67	MANHOLE, SW-401, 48 IN.	EACH	1	\$	\$
68	INTAKE, NYLOPLAST HEAVY DUTY 3' X 3' GRATE	EACH	1	\$	\$
69	REMOVALS, MANHOLE OR INTAKE	EACH	1	\$	\$
70	SANITARY SEWER, MANHOLE, SW-301, 48 IN.	EACH	1	\$	\$
71	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	416.8	\$	\$
72	CURB AND GUTTER	LF	36	\$	\$
73	DETECTABLE WARNINGS, CAST IRON	SF	10	\$	\$
74	DRIVEWAYS, PCC, 6 IN.	SY	104.6	\$	\$
75	PCC SIDEWALK, PCC, 4 IN.	SY	179.6	\$	\$
76	PCC SIDEWALK, PCC, 6 IN.	SY	3.8	\$	\$
77	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	914	\$	\$
78	REMOVAL OF CURB AND GUTTER	LF	36	\$	\$
79	REMOVAL OF PAVEMENT	SY	421.4	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
80	SAWCUT FOR REMOVALS	LF	123.8	\$	\$
81	HANDHOLES AND JUNCTION BOXES	EACH	1	\$	\$
82	TRAFFIC CONTROL	LS	1	\$	\$
83	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	ACRE	2	\$	\$
84	TEMPORARY HYDRO-SEEDING TYPE 4	ACRE	2	\$	\$
85	WATERING	MGAL	100	\$	\$
86	REVTMENT, CLASS E	TON	317	\$	\$
87	HANDRAILING, REMOVAL AND REINSTALLATION	LF	18	\$	\$
88	REMOVAL OF HANDRAILING	LF	155	\$	\$
89	VINYL FENCE, 72 IN.	LF	185	\$	\$
90	VINYL GATE, 72 IN.	EACH	1	\$	\$
91	DEMOLITION, HOUSE	LS	1	\$	\$
92	CONCRETE WASHOUT	LS	1	\$	\$
93	TEMPORARY SHORING	LS	1	\$	\$
94	LANDSCAPING	LS	1	\$	\$
95	LANDSCAPE PAVERS	SF	7860	\$	\$
96	LANDSCAPE PAVERS REMOVE AND REPLACE	SF	50	\$	\$
97	TEMPORARY PAVEMENT, 6 IN.	SY	225	\$	\$
TOTAL BID					\$

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-97). The successful bidder will be determined by evaluating the Total Bid shown above which shall be done online via the QuestCDN website. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and

evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

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

Witness

Surety (Seal)

By _____
Attorney-in-fact

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: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the 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.

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: OLIVE STREET BOX CULVERT REPLACEMENT PROJECT, Project No. BR-106-3215 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 5th day of July 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. BR-106-3215 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. _____

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:

Olive Street Box Culvert Replacement Project Project BR-106-3215

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

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

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

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

Project No. BR-106-3215

Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

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.

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder 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 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate all operations with those of other Contractors working within the same area of the following projects and/or events:

- 1) College Hill Partnership Events

03 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.

04 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.

05 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.

06 Contract Time

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 120 working days as set forth in the written Notice to Proceed. Winter free time shall be allowed once Olive Street is back open and pedestrian access to College Street sidewalk and the existing Petersen Plaza area is completed.

07 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.

08 Weekly Record of Working Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

09 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of \$1000 dollars per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

10 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.

11 Pollution Prevention Plan

1. Site Description

The proposed Olive Street Box Culvert Replacement Project involves removing the existing bridge on Olive Street and extending the College Street Box Culvert through Olive Street. The Pettersen Plaza will be extended over the top of the box culvert.

Access to the site shall be from Olive Street, College Street and temporary easements. Use of alley will be allowed but not for heavy truck traffic or hauling as the pavers in the alley are not designed for heavy loads.

The existing soils report will be provided upon request to the Engineer.

2. Erosion and Sediment Controls

Construction activities that disturb soils are shown in the project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of silt fence and seeding. In addition, rolled erosion control product will be installed in the ditch to prevent erosion.

Stabilizing of all disturbed areas shall be by sodding or seeding as shown in the Project plan as soon as practical after completion of the backfilling of the curbs and/or the placement of the topsoil. The Contractor shall be responsible for installation and

maintenance of all erosion control measures as described in the Project plan. The Contractor may elect to delegate portions of these tasks to subcontractors.

All contractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by work operations or encountered in their work. All waste building materials and supplies must be removed from the site. If construction equipment maintenance or repair is performed on the site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

Each and every Contractor shall be responsible to the Owner to:

1. Execute Contractor's part of the Pollution Prevention Plan as described.
2. Conduct all activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

3. Storm Water Management

Storm water shall be routed to the natural drainage channels adjacent to the project and protected by silt fence. Temporary sediment basins were not incorporated because of the limited area exposed in each stage of construction. Storm water runoff volumes will not change as a result of the construction project, but storm water runoff shall be managed during construction to minimize erosion.

4. Pollution Prevention Plan Reporting and Updates

The Owner or a representative is to ensure compliance with the Pollution Prevention Plan will carry out regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached "final stabilization" at least once every seven (7) calendar days. Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. The Pollution Prevention Plan will be revised and modifications made to the control facilities as needed.

Intermittent reports based on site observation will be made and will become part of the pollution prevention plan. A final report and Notice of Discontinuation will be filed 30 days after final stabilization of the project has occurred.

5. Certification Statement

N.P.D.E.S. CERTIFICATION **PROJECT NO. BR-106-3215**

Contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

12 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents in accordance with the 2022 Edition of the SUDAS and as further modified by the City of Cedar Falls Supplemental Specifications, except as amended or supplemented as follows:

Items No. 2 – Excavation, Class 10, Channel

Measurement for bid items shall be per Iowa DOT Specification 2104.

Items No. 7 – Subbase, Modified

Measurement for bid items shall be per Iowa DOT Specification 2115.

Items No. 12 – Special Backfill for Blanket and Subdrain

Measurement for bid items shall be per Iowa DOT Specification 2107.

Items No. 13 – Macadam Stone Base

Measurement for bid items shall be per Iowa DOT Specification 2210.

Items No. 14 – Removal of Existing Structures

Measurement for bid items shall be per Iowa DOT Specification 2401.

Items No. 15 - 16 – Excavation, Class 20; Excavation, Class 23, Boulders, Concrete Rip Rap, Gabions; Special Backfill; and Compaction with Moisture Control (Structures)

Measurement for bid items shall be per Iowa DOT Specification 2402.

Items No. 19 - 20 – Structural Concrete (Miscellaneous); Structural Concrete (RCB Culvert)

Measurement for bid items shall be per Iowa DOT Specification 2403.

Items No. 21 – Reinforcing Steel

Measurement for bid items shall be per Iowa DOT Specification 2404.

Items No. 22 – Structural Steel Pedestrian Hand Railing

Measurement for bid items shall be per Iowa DOT Specification 2414.

Items No. 23 - 25 – Precast Concrete Box Culvert, Twin 14'X6'; Precast Concrete Box Culvert, Straight End Section, Twin 14'x6'; and Special Precast Concrete Box Culvert, Straight End Section, Twin 14'x6'

Measurement for bid items shall be per Iowa DOT Specification 2415.

Items No. 26 – Flowable Mortar

Measurement for bid items shall be per Iowa DOT Specification 2506.

Items No. 27 – Engineering Fabric

Measurement for bid items shall be per Iowa DOT Specification 2507.

Items No. 28 - 29 – Safety Closure; Safety Fencing

Measurement for bid items shall be per Iowa DOT Specification 2518.

Item Nos. 30 - 32 – Electrical Circuits, Light Pole Removal, Type 1 Lighting Poles

Measurement for bid items shall be per Iowa DOT Specification 2523.

Item Nos. 33 – 34 – Removal of Type A Sign Assembly, Type A Signs, Removal & Reinstall

Measurement for these bid items shall be in accordance with Section 2524 of the IDOT Standard Specifications.

Item Nos. 36 - 45 – Open-Throat Curb Intake Sediment Filter, Maintenance and Removal; Temporary Intake or Manhole Cover Assembly, Maintenance and Removal, Perimeter and Slope Sediment Control Device, 9-inch and 12-inch, Removal; and Rolled Erosion Control Product, Type II

Measurement for bid items shall be per Iowa DOT Specification 2602.

Item No 80 - Saw Cutting for Removals

Measurement for Saw Cutting for Removals for pavement removal shall be per lineal foot.

Items No. 86 – Revetment, Class E

Measurement for bid items shall be per Iowa DOT Specification 2507.

Items No. 87 – Handrailing, Removal and Reinstallation

Measurement for bid items shall be per lineal foot reinstalled.

Items No. 88 – Removal of Handrailing

Measurement for bid items shall be per lineal foot removed.

Items No. 89 – Vinyl Fence, 72 In.

Measurement for bid items shall be per lineal foot installed.

Items No. 90 – Vinyl Gate, 72 In.

Measurement for bid items shall be per lineal foot installed.

Items No. 93 – Temporary Shoring

Measurement for bid items shall be per lineal foot.

Item No. 94 - Landscaping

Measurement for Landscaping shall be lump sum.

Item No. 95 – Landscape Pavers

Measurement for Landscape Pavers shall be square foot installed.

Item No. 96 – Landscape Pavers Remove and Replace

Measurement for bid item shall be square foot reinstalled.

Items No. 97 – Temporary Pavement, 6 In.

Measurement for bid items shall be per Iowa DOT Specification 2304.

13 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 and as further modified by the City of Cedar Falls Supplemental Specifications, except as amended or supplemented as follows:

Items No. 2 – Excavation, Class 10, Channel

Payment for bid items shall be per Iowa DOT Specification 2104.

Items No. 7 – Subbase, Modified

Payment for bid items shall be per Iowa DOT Specification 2115.

Items No. 12 – Special Backfill for Blanket and Subdrain

Payment for bid items shall be per Iowa DOT Specification 2107.

Items No. 13 – Macadam Stone Base

Payment for bid items shall be per Iowa DOT Specification 2210.

Items No. 14 – Removal of Existing Structures

Payment for bid items shall be per Iowa DOT Specification 2401.

Items No. 15 - 16 – Excavation, Class 20; Excavation, Class 23, Boulders, Concrete Rip Rap, Gabions; Special Backfill; and Compaction with Moisture Control (Structures)

Payment for bid items shall be per Iowa DOT Specification 2402.

Items No. 19 - 20 – Structural Concrete (Miscellaneous); Structural Concrete (RCB Culvert)

Payment for bid items shall be per Iowa DOT Specification 2403.

Items No. 21 – Reinforcing Steel

Payment for bid items shall be per Iowa DOT Specification 2404.

Items No. 22 – Structural Steel Pedestrian Hand Railing

Payment for bid items shall be per Iowa DOT Specification 2414.

Items No. 23 - 25 – Precast Concrete Box Culvert, Twin 14'X6'; Precast Concrete Box Culvert, Straight End Section, Twin 14'x6'; and Special Precast Concrete Box Culvert, Straight End Section, Twin 14'x6'

Payment for bid items shall be per Iowa DOT Specification 2415.

Items No. 26 – Flowable Mortar

Payment for bid items shall be per Iowa DOT Specification 2506.

Items No. 27 – Engineering Fabric

Payment for bid items shall be per Iowa DOT Specification 2507.

Items No. 28 - 29 – Safety Closure; Safety Fencing

Payment for bid items shall be per Iowa DOT Specification 2518.

Item Nos. 30 - 32 – Electrical Circuits, Light Pole Removal, Type 1 Lighting Poles

Payment for bid items shall be per Iowa DOT Specification 2523.

Item Nos. 33 – 34 – Removal of Type A Sign Assembly, Type A Signs, Removal & Reinstall

Payment for these bid items shall be in accordance with Section 2524 of the IDOT Standard Specifications.

Item Nos. 36 - 45 – Open-Throat Curb Intake Sediment Filter, Maintenance and Removal; Temporary Intake or Manhole Cover Assembly, Maintenance and Removal, Perimeter and Slope Sediment Control Device, 9-inch and 12-inch, Removal; and Rolled Erosion Control Product, Type II

Payment for bid items shall be per Iowa DOT Specification 2602.

Item No 80 - Saw Cutting for Removals

Payment for Saw Cutting for Removals for pavement removal shall be per lineal foot measured.

Items No. 86 – Revetment, Class E

Payment for bid items shall be per Iowa DOT Specification 2507.

Items No. 87 – Handrailing, Removal and Reinstallation

Payment for bid items shall be per lineal foot measured.

Items No. 88 – Removal of Handrailing

Payment for bid items shall be per lineal foot measured.

Items No. 89 – Vinyl Fence, 72 In.

Payment for bid items shall be per lineal foot measured.

Items No. 90 – Vinyl Gate, 72 In.

Payment for bid items shall be per each measured.

Items No. 93 – Temporary Shoring

Payment for bid items shall be per Iowa DOT Specification 2501.

Item No. 94 - Landscaping

Payment for Landscaping shall be paid on percent complete from the itemized breakdown provided.

Item No. 95 – Landscape Pavers

Payment for Landscaping shall be paid on square foot installed.

Item No. 96 – Landscape Pavers Remove and Replace

Payment for Landscaping shall be paid on square foot installed

Items No. 97 – Temporary Pavement, 6 In.

Payment for bid items shall be per Iowa DOT Specification 2304.

DIVISION 3

STANDARD SPECIFICATIONS

The City of Cedar Falls has adopted the current 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 2022 edition of SUDAS.

Links to both documents can be found on the City's website at:

www.cedarfalls.com/designstandards

DIVISION 4

SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the Olive Street Box Culvert Replacement Project in accordance with the current edition of the SUDAS as amended by the City of Cedar Falls Supplemental Specifications to the 2022 Edition of the SUDAS, except as amended or supplemented as follows:

Items No. 2 – Excavation, Class 10, Channel

Specifications for bid items shall be per Iowa DOT Specification 2104.

Item No. 6 - Subbase, Granular

Material for Granular Subbase shall comply with the Standard Specification, consisting of virgin crushed stone material. Placement and compaction shall comply with the Standard Specification Section.

Items No. 7 – Subbase, Modified

Specifications for bid items shall be per Iowa DOT Specification 2115.

Item No. 8 – Subgrade Preparation, 12 In.

The portion of the subgrade to be covered by the granular subbase shall be scarified for a depth of 6 inches. The scarified material shall be uniformly dried or wetted and re-compacted to not less than 95 percent of standard proctor density as determined in accordance with AASHTO T-99. The price bid for "Subgrade Preparation" shall be full payment for scarification, manipulation and compaction of the material and for furnishing all water required for the work in conformance with the plans and specifications.

Items No. 12 – Special Backfill for Blanket and Subdrain

Specifications for bid items shall be per Iowa DOT Specification 2107.

Items No. 13 – Macadam Stone Base

Specifications for bid items shall be per Iowa DOT Specification 2210.

Items No. 14 – Removal of Existing Structures

Specifications for bid items shall be per Iowa DOT Specification 2401.

Items No. 15 - 16 – Excavation, Class 20; Excavation, Class 23, Boulders, Concrete Rip Rap, Gabions; Special Backfill; and Compaction with Moisture Control (Structures)

Specifications for bid items shall be per Iowa DOT Specification 2402.

Items No. 19 - 20 – Structural Concrete (Miscellaneous); Structural Concrete (RCB Culvert)

Specifications for bid items shall be per Iowa DOT Specification 2403.

Items No. 21 – Reinforcing Steel

Specifications for bid items shall be per Iowa DOT Specification 2404.

Items No. 22 – Structural Steel Pedestrian Hand Railing

Specifications for bid items shall be per Iowa DOT Specification 2414.

Items No. 23 - 25 – Precast Concrete Box Culvert, Twin 14'X6'; Precast Concrete Box Culvert, Straight End Section, Twin 14'x6'; and Special Precast Concrete Box Culvert, Straight End Section, Twin 14'x6'

Specifications for bid items shall be per Iowa DOT Specification 2415.

Items No. 26 – Flowable Mortar

Specifications for bid items shall be per Iowa DOT Specification 2506.

Items No. 27 – Engineering Fabric

Specifications for bid items shall be per Iowa DOT Specification 2507.

Items No. 28 - 29 – Safety Closure; Safety Fencing

Specifications for bid items shall be per Iowa DOT Specification 2518.

Item Nos. 30 - 32 – Electrical Circuits, Light Pole Removal, Type 1 Lighting Poles

Specifications for bid items shall be per Iowa DOT Specification 2523.

Item Nos. 33 – 34 – Removal of Type A Sign Assembly, Type A Signs, Removal & Reinstall

Specifications for these bid items shall be in accordance with Section 2524 of the IDOT Standard Specifications.

Item Nos. 36 - 45 – Open-Throat Curb Intake Sediment Filter, Maintenance and Removal; Temporary Intake or Manhole Cover Assembly, Maintenance and Removal, Perimeter and Slope Sediment Control Device, 9-inch and 12-inch, Removal; and Rolled Erosion Control Product, Type II

Specifications for bid items shall be per Iowa DOT Specification 2602.

Item No. 46 – Replacement of Unsuitable Backfill Material

Replacement of Unsuitable Backfill Material shall be natural sand meeting the requirements as per the Standard Specification Gradation No. 32. During sanitary sewer installation, granular backfill is to be utilized, as directed by the Engineer, when unsuitable backfill material is encountered under pavement areas. The price bid per ton shall include removal and disposal of the unsuitable material displaced by the granular backfill.

Item No. 56 – Subdrain Installation, Type S, 6 inch.

Material for field tile and fittings shall be in accordance with Standard Specification for perforated corrugated polyethylene (PE) tubing and fittings.

Item No. 79 – Removal of Pavement

All saw cutting required for removals shall be full depth and saw cuts shall be paid for separately. Saw cuts required for new pavement joints shall be incidental to the cost per square yard for new pavement.

Items No. 86 – Revetment, Class E

Specifications for bid items shall be per Iowa DOT Specification 2507.

Items No. 93 – Temporary Shoring

Specifications for bid items shall be per Iowa DOT Specification 2501.

Item No. 94 - Landscaping

Specifications for bid item shall be per Iowa SUDAS Section 9030 and lump sum shall include all proposed trees, shrubs, site furnishings, plantings, 3" of mulching around and between all plants and materials as detailed in the landscaping plans. Schedule of Values shall be submitted at Preconstruction Conference.

Item No. 95 - 96 – Landscape Pavers; Landscape Pavers Remove and Replace

Specifications for bid item shall be per Iowa SUDAS Section 7030 and lump sum shall include all proposed clay paver types, concrete band, Corten steel edging, engineering fabric, polymetric sand, joints and materials as detailed in the landscaping plans. Schedule of Values shall be submitted at Preconstruction Conference.

Items No. 97 – Temporary Pavement

Temporary pavement, if necessary, will be paid for to open Olive Street back up once box culvert work has been completed and temperatures do not allow permanent pavement.

For Temporary PCC pavement, saw cuts for new P.C.C. pavement joints shall meet the requirements of Standard Specification 7010-3.02J2. Early "soft cut saws" are preferred for cutting transverse joints. All other types of saw cuts for new P.C.C. pavement joints shall be wet sawn as per Standard Specification Section. This shall also include removal of wet saw residue on the entire street surface by washing down the street surface after wet sawing.

Standard Specification shall apply for opening the new pavement to General Traffic with the following modification:

"Five (5) calendar days after placing the new P.C.C. pavement, a beam will be broken. With adequate flexural strength, the Contractor will be allowed on the new pavement to seal the pavement joints. The equipment used to seal the pavement joints shall be restricted to the size and weight limitations outlined in the Standard Specifications. General traffic shall be allowed on the new pavement as per the Standard Specifications."

Unless otherwise specified in the contract documents, at the Contractor's option, the time for opening pavement may be determined through the use of the maturity method as described in Standard Specification Section 7010-3.08A and Materials I.M. 383.

For Temporary HMA, up to 10% of unclassified Recycled Asphalt Pavement (RAP) may be incorporated into these bid items. Cold weather protection will be incidental to the bid item and not paid for separately.

Engineer's Estimate of Costs
 Olive Street Box Culvert Replacement Project
 Cedar Falls Project No.: BR-106-3215
 AECOM Project No.: 60623997
 6/9/2022

Item No.	Item Code	Item Description	Unit	Estimated Quantities	Engineer's Estimate Unit Price	Estimated Costs
1	2010	CLEARING AND GRUBBING	UNITS	170.0	\$ 60.00	\$ 10,200.00
2	DOT 2104	EXCAVATION, CLASS 10, CHANNEL	CY	171.4	\$ 25.00	\$ 4,285.00
3	2010	EXCAVATION, CLASS 10, ROADWAY	CY	195.0	\$ 18.50	\$ 3,607.50
4	2010	EXCAVATION, CLASS 20	CY	2494.1	\$ 35.00	\$ 87,293.50
5	2010	REMOVALS, STRUCTURAL BASES	EACH	3.0	\$ 2,000.00	\$ 6,000.00
6	2010	SUBBASE, GRANULAR	SY	520.0	\$ 25.00	\$ 13,000.00
7	DOT 2115	SUBBASE, MODIFIED	CY	37.8	\$ 23.00	\$ 869.40
8	2010	SUBGRADE PREPARATION, 12 IN.	SY	520.0	\$ 2.50	\$ 1,300.00
9	2010	SUBGRADE TREATMENT, GEOGRID	SY	100.0	\$ 8.00	\$ 800.00
10	2010	TOPSOIL, ONSITE	CY	150.0	\$ 14.00	\$ 2,100.00
11	2010	TOPSOIL, OFFSITE	CY	50.0	\$ 26.00	\$ 1,300.00
12	DOT 2107	SPECIAL BACKFILL	CY	1182.8	\$ 35.00	\$ 41,398.00
13	DOT 2210	MACADAM STONE BASE	TON	515.0	\$ 25.00	\$ 12,875.00
14	DOT 2401	REMOVAL OF EXISTING STRUCTURES	LS	2.0	\$ 10,000.00	\$ 20,000.00
15	DOT 2402	EXCAVATION, CLASS 20	CY	2494.1	\$ 25.00	\$ 62,352.50
16	DOT 2402	EXCAVATION, CLASS 23, BOULDERS, CONCRETE RIP RAP, GABION	CY	50.0	\$ 35.00	\$ 1,750.00
17	DOT 2402	SPECIAL BACKFILLFOR BLANKET AND SUBDRAIN	TON	625.9	\$ 32.00	\$ 20,028.80
18	DOT 2402	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	1182.1	\$ 6.00	\$ 7,092.60
19	DOT 2403	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	42.5	\$ 1,500.00	\$ 63,750.00
20	DOT 2403	STRUCTURAL CONCRETE (RCB CULVERT)	CY	60.7	\$ 600.00	\$ 36,420.00
21	DOT 2404	REINFORCING STEEL	LB	15079.0	\$ 1.50	\$ 22,618.50
22	DOT 2414	STRUCTURAL STEEL PEDESTRIAN HAND RAILING	LF	88.0	\$ 260.00	\$ 22,880.00
23	DOT 2415	PRECAST CONCRETE BOX CULVERT, TWIN 14 FT X 6 FT	LF	228.0	\$ 2,800.00	\$ 638,400.00
24	DOT 2415	PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, TWIN 14 FT X 6 FT	EACH	1.0	\$ 30,000.00	\$ 30,000.00
25	DOT 2415	SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14FT. X 6FT.	EACH	1.0	\$ 12,000.00	\$ 12,000.00
26	DOT 2506	FLOWABLE MORTAR	CY	429.2	\$ 200.00	\$ 85,840.00
27	DOT 2507	ENGINEERING FABRIC	SY	416.0	\$ 3.50	\$ 1,456.00
28	DOT 2518	SAFETY CLOSURE	EACH	4.0	\$ 200.00	\$ 800.00
29	DOT 2518	SAFETY FENCING	LF	800.0	\$ 8.00	\$ 6,400.00
30	DOT 2523	ELECTRICAL CIRCUITS	LF	320.0	\$ 20.00	\$ 6,400.00
31	DOT 2523	LIGHT POLE REMOVAL	EACH	1.0	\$ 700.00	\$ 700.00
32	DOT 2523	TYPE 1 LIGHTING POLES	EACH	6.0	\$ 6,000.00	\$ 36,000.00
33	DOT 2524	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	2.0	\$ 50.00	\$ 100.00
34	DOT 2524	TYPE A SIGNS, REMOVAL AND REINSTALL	EACH	5.0	\$ 500.00	\$ 2,500.00
35	11020	MOBILIZATION	LS	1.0	\$ 140,000.00	\$ 140,000.00
36	DOT 2602	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4.0	\$ 10.00	\$ 40.00
37	DOT 2602	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4.0	\$ 20.00	\$ 80.00
38	DOT 2602	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4.0	\$ 20.00	\$ 80.00
39	DOT 2602	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1.0	\$ 20.00	\$ 20.00
40	DOT 2602	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1.0	\$ 20.00	\$ 20.00
41	DOT 2602	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1.0	\$ 20.00	\$ 20.00
42	DOT 2602	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	250.0	\$ 20.00	\$ 5,000.00
43	DOT 2602	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	250.0	\$ 1.75	\$ 437.50
44	DOT 2602	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	500.0	\$ 0.60	\$ 300.00
45	DOT 2602	ROLLED EROSION CONTROL PRODUCT, TYPE II	SQ	62.0	\$ 12.00	\$ 744.00
46	3010	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50.0	\$ 57.00	\$ 2,850.00
47	4020	REMOVAL OF SANITARY SEWER, LESS THAN 36 IN.	LF	50.0	\$ 12.00	\$ 600.00
48	4020	SANITARY ABANDONMENT, PLUG AND FILL, LESS THAN 36 IN.	LF	246.0	\$ 20.00	\$ 4,920.00
49	4020	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	99.0	\$ 12.00	\$ 1,188.00
50	4020	SANITARY SEWER, TRENCHED, TRUSS, 8 IN.	LF	10.0	\$ 85.00	\$ 850.00
51	4020	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	134.0	\$ 75.00	\$ 10,050.00
52	4020	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	76.0	\$ 80.00	\$ 6,080.00
53	4020	STORM SEWER, TRENCHED, HDPE, 6 IN.	LF	34.0	\$ 16.00	\$ 544.00
54	4040	SUBDRAIN OUTLETS AND CONNECTIONS, EXISTING SUBDRAIN, 6 IN.	EACH	4.0	\$ 350.00	\$ 1,400.00
55	4040	SUBDRAIN OUTLETS AND CONNECTIONS, PER PLAN, 6 IN.	EACH	6.0	\$ 200.00	\$ 1,200.00
56	4040	SUBDRAIN, TYPE S, 6 IN.	LF	1217.0	\$ 16.00	\$ 19,472.00
57	5010	FITTINGS BY COUNT, DUCTILE IRON, 8 IN TO 4 IN, REDUCER	EACH	2.0	\$ 600.00	\$ 1,200.00
58	5010	FITTINGS BY COUNT, DUCTILE IRON, 8 IN, 45° ELBOW	EACH	4.0	\$ 500.00	\$ 2,000.00
59	5010	FITTINGS BY COUNT, DUCTILE IRON, 4 IN, 90° ELBOW	EACH	4.0	\$ 500.00	\$ 2,000.00
60	5010	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED	LF	40.0	\$ 115.00	\$ 4,600.00
61	5010	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED	LF	110.0	\$ 120.00	\$ 13,200.00
62	5010	WATER SERVICE STUB, COPPER, 3/4 IN	LF	59.7	\$ 110.00	\$ 6,567.00
63	5020	VALVE, GATE, DIP, 8 IN	EACH	2.0	\$ 3,500.00	\$ 7,000.00
64	6010	ADJUSTMENT OF EXISTING MANHOLE OR INTAKE, MAJOR	EACH	1.0	\$ 2,000.00	\$ 2,000.00
65	6010	INTAKE, SW-507	EACH	3.0	\$ 5,200.00	\$ 15,600.00
66	6010	INTAKE, SW-513 (36"X36")	EACH	2.0	\$ 8,400.00	\$ 16,800.00
67	6010	MANHOLE, SW-401, 48 IN.	EACH	1.0	\$ 5,200.00	\$ 5,200.00
68	6010	INTAKE, NYLOPLAST HEAVY DUTY 3' X 3' GRATE	EACH	1.0	\$ 3,000.00	\$ 3,000.00
69	6010	REMOVALS, MANHOLE OR INTAKE	EACH	1.0	\$ 550.00	\$ 550.00
70	6010	SANITARY SEWER, MANHOLE, SW-301, 48 IN.	EACH	1.0	\$ 4,100.00	\$ 4,100.00
71	7010	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	416.8	\$ 60.00	\$ 25,008.00
72	7010	CURB AND GUTTER	LF	36.0	\$ 58.00	\$ 2,088.00
73	7030	DETECTABLE WARNINGS, CAST IRON	SF	10.0	\$ 52.00	\$ 520.00
74	7030	DRIVEWAYS, PCC, 6 IN.	SY	104.6	\$ 45.00	\$ 4,707.00
75	7030	PCC SIDEWALK, PCC, 4 IN.	SY	179.6	\$ 40.00	\$ 7,184.00

76	7030	PCC SIDEWALK, PCC, 6 IN.	SY	3.8	\$ 50.00	\$ 190.00
77	7030	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	914.0	\$ 9.00	\$ 8,226.00
78	7040	REMOVAL OF CURB AND GUTTER	LF	36.0	\$ 10.00	\$ 360.00
79	7040	REMOVAL OF PAVEMENT	SY	421.4	\$ 7.50	\$ 3,160.50
80	7040	SAWCUT FOR REMOVALS	LF	123.8	\$ 8.00	\$ 990.40
81	8010	HANDHOLES AND JUNCTION BOXES	EACH	1.0	\$ 900.00	\$ 900.00
82	8030	TRAFFIC CONTROL	LS	1.0	\$ 6,000.00	\$ 6,000.00
83	9010	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	ACRE	2.0	\$ 6,000.00	\$ 12,000.00
84	9010	TEMPORARY HYDRO-SEEDING TYPE 4	ACRE	2.0	\$ 6,000.00	\$ 12,000.00
85	9010	WATERING	MGAL	100.0	\$ 160.00	\$ 16,000.00
86	DOT 2507	REVTMENT, CLASS E	TON	317	\$ 60.00	\$ 19,020.00
87	9080	HANDRAILING, REMOVAL AND REINSTALLATION	LF	18.0	\$ 60.00	\$ 1,080.00
88	9080	REMOVAL OF HANDRAILING	LF	155.0	\$ 35.00	\$ 5,425.00
89	9060	VINYL FENCE, 72 IN.	LF	185.0	\$ 80.00	\$ 14,800.00
90	9060	VINYL GATE, 72 IN.	EACH	1.0	\$ 400.00	\$ 400.00
91	11010	DEMOLITION, HOUSE	LS	1.0	\$ 25,000.00	\$ 25,000.00
92	11050	CONCRETE WASHOUT	LS	1.0	\$ 7,000.00	\$ 7,000.00
93	DOT 2501	TEMPORARY SHORING	LS	1.0	\$ 50,000.00	\$ 50,000.00
94	7030	LANDSCAPING	LS	1.0	\$ 84,000.00	\$ 84,000.00
95	9030	LANDSCAPE PAVERS	SF	7860.0	\$ 30.00	\$ 235,800.00
96	7030	LANDSCAPE PAVERS REMOVE AND REPLACE	LS	50.0	\$ 30.00	\$ 1,500.00
97	DOT 2304	TEMPORARY PAVEMENT, 6 IN.	SF	225.0	\$ 68.00	\$ 15,300.00
					5% Contingen	\$ 105,044.41
					Engineer's Estimate Costs	\$ 2,205,932.61


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
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 www.cedarfalls.com

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: June 9, 2022
SUBJECT: Request to Set Date of Public Hearing: Community Development Block Grant and HOME Consortium Annual Action Plan FY23 (FFY22)

The Community Development Department has developed FFY22 Annual Action Plan outlining the use of HUD's announcement that our CDBG entitlement grant is \$259,801 in federal fiscal year 2022. The plan allocates the funds in accordance with the adopted and HUD-approved 5-Year Consolidated Plan. The next step is to set a date of public hearing for the City Council to consider the Annual Action Plan.

Attached is the draft Annual Action Plan FY23 (Federal Fiscal Year 2022). The adopted 5-Year Consolidated Plan guides the proposed uses, but there is flexibility based on changing conditions which is the purpose for an Annual Action Plan. The table below lists the 5-Year Consolidated Plan's estimate for activities and amounts. It shows the proposal for the Annual Action Plan next to it. We estimate \$64,000 in either carryover revenues from past plan years or reallocation of the plan year expenditures. This is for various reasons such as lower bid prices on a past project or service agencies not spending their allotted funds. This allows the FFY22 Annual Action Plan proposal to include a higher level of funding for the Neighborhood Accessibility Improvements. The City also received positive response from the landlords regarding the Rental Occupied Rehabilitation program.

Activity	5-Yr. Consolidated Plan Estimate	FFY22 AAP Proposal	Percentage
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$11,000	\$25,000	8%
Maintain Existing Affordable Housing: Renter Occupied Rehabilitation	\$0	\$75,000	23%
Preserve Existing Affordable Housing: Code Enforcement	\$10,000	\$0	0%
Prevent Homelessness Through	\$37,960	\$38,970	12%

Agency and Organizational Support (Service Agencies – capped at 15% of annual allocation)			
Neighborhood Infrastructure Improvements (i.e. Street, Sewer, Water)	\$51,000	\$0	0%
Provide Access to Transportation Services	\$30,000	\$0	0%
Neighborhood Accessibility Improvements (i.e Sidewalks, Trail, Curb Cuts)	\$0	\$112,871	35%
Neighborhood Recreational Amenities (i.e Parks, Playgrounds, Trees)	\$57,510	\$20,000	6%
Conduct Demolition and Clearance Activities	\$5,000	\$0	0%
CDBG Planning and Administration (capped at 20% of annual allocation)	\$50,615	\$51,960	16%
FFY21 Total (including carryover/reallocation)		\$465,167	100%

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

The FFY22 Annual Action Plan is available for public review. The public comment period is 30 days, per HUD requirements. It started June 3, 2022 and will end July 5, 2022. The Community Development Department recommends setting the public hearing and considering adoption of the Annual Action Plan (FFY22) at their July 5th meeting.

Please contact me with any questions. Thank you.

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



PRELIMINARY DRAFT FOR REVIEW (MAY 31, 2022)

**CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2022 (CITY FISCAL YEAR 2023) ANNUAL ACTION PLAN**

**COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan):
Waterloo-Cedar Falls Courier; June 3rd, 2022**

June 3rd, 2022 (Opened the 30-day public comment period)
July 5th, 2022 (Closed the 30-day public comment period)

HOUSING COMMISSION: Public Meeting and Public Hearing on June 14th, 2022 (Recommendation to City Council)
Waterloo-Cedar Falls Courier; June 3rd, 2022

CITY COUNCIL PUBLIC MEETINGS AND HEARING ON:
June 20th, 2022 (Council sets public hearing for July 5th, 2022)
July 5th, 2022 (Adoption) (After a properly noticed public hearing was conducted)
Publication: **Waterloo-Cedar Falls Courier; (June 24th, 2022)**

AP-05 Executive Summary - 91.220(b)

During Federal Fiscal Year 2022, the City of Cedar Falls intends to complete six (6) activities or programs: Owner-occupied rehabilitation and repair, benefitting two units, Renter-occupied rehabilitation and repair, benefitting three units; agency and organizational support, helping approximately 4,000 persons, of which 40 are homeless; improving neighborhood accessibility, particularly benefitting 1,000 low-and-moderate income persons through an LMI sidewalk infill program; tree replacement program benefitting LMI neighborhoods, and overall program planning and administration. These proposed activities focus on implementing the following excerpted, relevant, Cedar Falls 2019-2023 Consolidated Plan goals and objectives.

Housing

- (1) To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers; increasing the supply of supportive housing for those with special needs; and transitioning homeless persons and families into housing.

Action 1.2. Maintain existing affordable housing through continuation of housing rehabilitation, repair, deposit assistance, and code enforcement programs, all of which will endeavor to preserve housing quality standards.

Neighborhood and Community

- (2) To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and-moderate income households throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to and among low-and-moderate income areas of the community.

Action 2.2. Provide recreational and healthy lifestyle improvements to parks, recreational areas, and playgrounds in low-and-moderate income areas that may be owned by the city or other public agencies.

Public Services

- (3) To provide services, such as rent assistance and through contracted agencies: healthcare, mental health, substance abuse, financial counseling, nutrition, and other services that allow residents to reach their greatest level of self-sufficiency.

Action 3.1. Provide funding support to agencies, other than those cited above, that may offer services that will prevent homelessness or protect households that are near-homeless.

Action 3.2. Maintain the current Section 8/Housing Choice Voucher Program that is being administered by the City.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Economic Development

- (4) To expand economic opportunities through increased opportunities for living wage employment, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to low-and-moderate income areas of the community.

Evaluation of past performance

The City has been working diligently during the past five years to plan and implement CDBG programs that are attainable and designed to help the largest number of residents in a cost-effective manner. Specifically, the community has rehabilitated or repaired a number of owner-occupied housing units for low-and-moderate income households. Further, the City has funded several agencies, which provide services to income-qualified Cedar Falls households on an annual basis. Finally, the community has partially financed infrastructure or capital projects, specifically sanitary sewer lining and sidewalk infill for neighborhood sidewalk connectivity, which serve its low-and-moderate income census tracts.

With all this stated, the COVID-19 pandemic again had a major impact on the City's ability to offer continuity of services under the CDBG programs during the past year or so. Most notably, the Coronavirus has slowed our ability to serve the community, specifically under the housing rehabilitation and repair programs. Second, construction contractor availability, or lack thereof, continues to be a challenge for these same two programs. Lastly, the availability and price of construction materials for the proposed work, under all of the City's programs continues to be a factor affecting project completion.

As an update on the three subsequent CDBG funding awards resulting from the pandemic, one of which was from the State of Iowa's Economic Development Authority and the others were awarded directly by HUD, the City continues to implement its approved plans, programs, and draw funds. As a reminder, these additional awards were all through the Coronavirus Aid, Relief, and Economic Security (CARES) legislation that passed in late March 2020. Specifically, the intent of this legislation was to prevent, prepare for, or respond to the Coronavirus. As indicated in this plan, most of the additional funds were awarded to agencies, non-profit organizations, educational institutions, and service providers that either served in frontline capacities or roles and/or that were overwhelmed by the impacts of the COVID-19 pandemic on their agencies, inventories and finances, and clients.

Citizen participation

Citizen participation in the planning process of this Annual Action Plan took three forms: public meetings, public hearings, and informal comments garnered as a result of document availability. The participation process was governed by the City's Participation Plan, as amended. The Cedar Falls Housing Commission held a public meeting and public hearing on June 14th, 2022, which was posted and published according to City's Citizen Participation Plan and State law. Notice for the meetings was published on June 3rd, 2022 and June 24th, 2022, in the [Waterloo-Cedar Falls Courier](#). A legal notice, the purpose and subject of which was published on June 3rd, 2022, in the [Waterloo-Cedar Falls Courier](#), offered a 30-day public comment period between June 4th, 2022, and July 5th, 2022. The City Council also held a properly noticed public hearing within the framework of a public meeting on July 5th, 2022. Notice for said City Council hearing was published in the [Waterloo-Cedar Falls Courier](#) on June 24th, 2022. Copies of the draft Annual Action Plan were available at the Community Development Department and City Clerk's Offices, as well as on the City's website at www.cedarfalls.com.

Summary of comments received and denied

No public comments were received, and as a result, no citizen suggestions were denied.

PR-05 Lead & Responsible Agencies - 91.220(b)

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cedar Falls	Department of Community Development

Narrative

The City of Cedar Falls administers its own CDBG activities, through the assistance of the Iowa Northland Regional Council of Governments (INRCOG). The City will carry out the activities described in the Consolidated Plan and Annual Action Plan using their CDBG Entitlement resources. During this past year, the staff and its administrative contractor also spent much of its time and effort, related to the CDBG program, focusing on the COVID-19 (Coronavirus) pandemic, which had a worldwide effect on human health, interaction, and economies.

Public Contact Information

City of Cedar Falls

Department of Community Development
 Planning and Community Services Division
 220 Clay Street
 Cedar Falls, Iowa 50613
 Contact: Planning and Community Services Manager
 Telephone: (319) 273-8600
 Website: <http://www.cedarfalls.com>

AP-10 Consultation - 91.220(b)

1. Introduction

Agency and organizational consultation regarding this plan were fostered through the public participation process defined in this, and the following, sections.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

As a result of two factors: annual Agency public service programs financially support by CDBG Entitlement funds and additional funds originating from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which primarily were awarded to service agencies and organizations responding to the COVID-19 pandemic, the City has had several meetings, contacts (emails), and discussions with numerous agencies and organizations that are providing assistance to Cedar Falls residents, most of which is being provided in an attempt serve those in need including mitigating the impact of the pandemic. Interestingly enough, as the pandemic stretched into a second year, many of the these "meetings" were held electronically/virtually to help minimize the spread of the COVID-19 pandemic. In total, the City awarded funding to five agencies through their annual Entitlement funding and to seven agencies and three schools through its supplemental CARES Act funding.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Contact was made with the CoC, which is governed by the Black Hawk County Local Homeless Coordinating Board, through its various members’ agencies during this past year. As noted above, much of the contact had to be made electronically/virtually due to social distancing guidelines.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Cedar Falls is a not a recipient of ESG funds.

2. Agencies, groups, and organizations who participated in process and consultations.

- Salvation Army (sheltering of homeless persons, including parents and children; meal site)
- Northeast Iowa Food Bank (food assistance)
- East Side Ministerial Alliance (rent and mortgage assistance; eviction and foreclosure prevention)
- Pathways Behavioral Services (mental health; substance abuse; counseling)
- Exceptional Persons, Incorporated (rent and mortgage assistance; eviction and foreclosure prevention; work activity assistance for persons with disabilities)
- Jesse Cosby Center (financial management; debt assistance)
- EMBARC (immigration assistance; student assistance; language assistance; Burmese population)
- Cedar Falls Community School District (assistance for K-12 children)
- Valley Lutheran School (assistance for K-12 children)
- St. Patrick’s Catholic School (assistance for K-8 children)
- Operation Threshold (rent and mortgage assistance; eviction and foreclosure prevention; housing repair, rehabilitation, and weatherization; utility assistance; public assistance (i.e. WIC, LIHEAP, SNAP)

3. Identify agency types not consulted and provide rationale for not consulting.

- Public health (time constraints, COVID-19 pandemic)
- Childcare (time constraints, COVID-19 pandemic)
- Healthcare (time constraints, COVID-19 pandemic)
- Transportation (time constraints, COVID-19 pandemic)

The entities noted in this element were dramatically impacted by the COVID-19 (Coronavirus) pandemic and thus were not consulted.

4. Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Black Hawk County Local Homeless Coordinating Board (LHCB)	The LHCB composition was reviewed to better understand the homeless housing and social service needs in developing the Plan.
City of Cedar Falls Comprehensive Plan	City of Cedar Falls	Strategic Plan goals are more specific, but consistent with the Comprehensive Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
2019-2023 Consolidated Plan	Cities of Cedar Falls and Waterloo	Plan goals are updates and improvements to current Consolidated Plan goals
City of Cedar Falls Capital Improvements Program	City of Cedar Falls	Strategic Plan goals are consistent with those in the CIP, which defines specific projects that may be considered by the city under this Plan
Comprehensive Economic Development Strategy (2022 Draft)	Iowa Northland Regional Economic Development Commission	Strategic Plan goal are consistent and specific to Cedar Falls. CEDS goals are general and defined for a 6-county region, focusing more closely on economic development, private investment, development, and job creation.
Metropolitan Planning Organization Long Range Transportation Plan	Metropolitan Planning Organization of Black Hawk County	Strategic Plan goals are specific to Cedar Falls, while LRTP goals are intended to address transportation in several jurisdictions. The city will need to take LRTP goals into consideration when developing areas within the community, as well as developing transit services
Metropolitan Planning Organization Pedestrian Master Plan	Metropolitan Planning Organization of Black Hawk County	The city is intending to address several of the Pedestrian Plan goals, most notably those associated with healthy lifestyles, recreation, access and accessibility, and non-motorized transportation modes (sidewalk, trails, etc.)
Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan	Black Hawk County Emergency Management Commission; City of Cedar Falls	The Strategic Plan will seek to direct housing-related development and redevelopment away from natural hazards (i.e. floodplains, steep slopes, poor soils), protect personal health, and enhance safety, as is possible. These are consistent with the MJ HMP
City of Cedar Falls Citizen Participation Plan	City of Cedar Falls	The Strategic Plan will be developed and implemented in a manner that is consistent with the current Citizen Participation Plan.

Table. Other local / regional / federal planning efforts

AP-12 Participation - 91.220(b)

A 30-day comment period legal notice, as allowed by US Department of Housing and Urban Development (HUD) waiver, was advertised on June 3rd, 2022, in the Waterloo-Cedar Falls Courier. The comment period was defined in the notice, stating that the public could review and comment on the draft plan between June 4th, 2022, and July 5th, 2022. The Commission held specific public comment opportunities on its agenda relative to the draft plans during a public meeting and public hearing on June 14th, and the meeting was legally posted per City policy and placed on the City's website. The Housing Commission's public hearing was published on June 3rd, 2022 in the Waterloo-Cedar Falls Courier. City Administration reviewed the draft document prior to presentation of the initial drafts to the Housing Commission and final draft before the City Council. A public draft was also on-file with the City Clerk and advertised as such. Further, the Spring 2022 edition of the City's newsletter (Currents), which is directly mailed to each resident, included an article about the plan. Also, public input was formally considered through conduct of a City Council public hearing on July 5th, 2022, which was legally advertised in the Waterloo Courier on June 24th, 2022. **No comments were received from the public.**

AP-15 Expected Resources - 91.220(c)(1,2)

Introduction

The City of Cedar Falls anticipates receiving an allocation of \$259,801 in Community Development Block Grant funding and approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2022. There are no match requirements for either CDBG under the Entitlement Program or HCV funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Public Service Improvements, Neighborhood Access, Planning and Administration	\$259,801	\$0	\$64,000 (Estimated)	\$323,801 (Estimated)	\$253,085 (Estimated)	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$2,600,000 (Estimated)	

Table 1 – Goals Summary

Additional Narrative

In addition to the FFY 2022 annual allocation of CDBG Entitlement funds, the City of Cedar Falls is estimating that \$64,000 in carryover or prior year funding will be available for allocation consistent with the goals and projects presented in the current Consolidated Plan. Regardless of the exact amount carried forward from prior years, the City plans to use these funds for Housing or Rental Rehabilitation and Repair, Neighborhood Access and Accessibility Improvements, and/or Neighborhood Recreational Improvements for low-and-moderate income (LMI) households or areas, as defined by HUD and the Census Bureau. Further, the City is working to wrap-up providing services to residents with its supplemental CARES (COVID-19) funding.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

CDBG funds will be used to provide rehabilitation and repair grants for single-family homeowners and for rental properties. Also, CDBG funds including CARES (COVID-19) dollars, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls households that prevent homelessness. Finally, the City will support Neighborhood Accessibility Improvements to low-to-moderate income areas (census tracts) of the community.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Goals, and the activities under each goal, that are categorized as Neighborhood Accessibility Improvements (i.e. sidewalks, trails, curb cuts) will be conducted on public property or property covered by public rights-of-way or easements.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$25,000	Homeowner Housing Rehabilitated or Repaired: 2 Household Housing Units; 4 persons or 2 households benefitted
2	Maintain Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$75,000	Rental Housing Rehabilitated or Repaired: 2 Household Housing Units; 4 persons or 2 households benefitted
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$0	Apply Code requirements to residential units in LMI Areas: 0 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children’s Services	CDBG: \$38,970	Public Service Activities Other than LMI Housing Benefit:4,040 persons or 1,540 households assisted. Homeless person overnight shelter: 20 persons or 20 households assisted.
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Infrastructure Development	CDBG: \$0	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 0 persons or 0 households assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Neighborhood Development; Support Economic Development; Business Development	CDBG: \$0	Public Service Activities Other than LMI Housing Benefit: 0 persons assisted
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$112,871	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 60 persons or 40 households assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$20,000	Public Facility and Improvement Activity, other than LMI Housing Benefit: 20 households or 40 persons assisted.
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$0	Buildings Demolished: 0 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: \$51,960	Not Applicable

Table 2 – Goals Summary

AP-35 Projects - 91.220(d)

Introduction

The projects chosen for funding allocation all serve a purpose in efforts to prevent homelessness, preserve the current housing stock of affordable homes in the area and provide services that are essential to keeping residents in their homes. These programs were designated to improve the housing stock, prevent homelessness and improve areas that satisfy the national objectives in the community. Funds will be utilized in an efficient manner and serve those with the greatest need.

#	Project Name
1	Single-Family Owner-Occupied Rehabilitation
2	Rental Housing Rehabilitation
3	Code Enforcement
4	Agency and Organization Support
5	Neighborhood Infrastructure Improvements
6	Provide Access to Transportation Service
7	Neighborhood Accessibility Improvements
8	Neighborhood Recreational Amenities
9	Demolition and Clearance
10	CDBG Planning and Administration

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In order to serve Cedar Falls residents, funding will be allocated toward making housing more affordable, preserving existing affordable housing stock, increasing affordable housing, supporting low-to-moderate income neighborhood investment, and assisting citizens with accessing services. Funding will be focused on meeting two National CDBG Objectives, assisting low-to-moderate income persons and eliminating slum and blight in the community.

In addition to housing projects, the City is contemplating using CDBG funds for neighborhood access projects, as outlined in our Consolidated Plan and this Action Plan, more specifically sidewalk infill within and connecting to low-and-moderate income neighborhoods, tracts, or block groups, as well as completing additional sanitary sewer lining projects in LMI areas as well.

The primary barrier for assisted households is, and has been, the price of housing in the community, even as new units are being built. During the past year, prices have continued rising and supply has dwindled. These trends proved to be surprising during the COVID-19 pandemic, and this is expected to continue through the year covered by this plan.

Project Summary Information

1	Project Name	Single-Family Owner-Occupied Home Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Owner Occupied Units
	Needs Addressed	Maintain Affordable Housing
	Funding Target	CDBG: \$25,000 (Estimated)
	Description	Rehabilitation of Owner-Occupied Units; LMI Households
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 households, or 4 persons, will benefit from the CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons	
2	Project Name	Rental Housing Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Renter Occupied Units
	Needs Addressed	Maintain Affordable Housing; Ensure Fair Housing for Residents
	Funding Target	\$75,000 (Estimated)
	Description	Repair of Renter Occupied Units; LMI Households
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3 households, or 6 persons, will benefit from this limited CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons	
3	Project Name	Code Enforcement
	Target Area	City of Cedar Falls; LMI Areas
	Goals Supported	Preserve Affordable Housing Through Code Enforcement
	Needs Addressed	Maintain Existing Affordable Housing
	Funding Target	CDBG: \$0 (Estimated)
	Description	Funds will be used to pay for code enforcement services provided to LMI areas.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 households in Cedar Falls.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	City staff inspection services for persons in LMI Areas in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas	

4	Project Name	Agency and Organization Support
	Target Area	City of Cedar Falls; LMI Limited Clientele
	Goals Supported	Prevent Homelessness Through Support of Agencies and Organizations
	Needs Addressed	Support for Services for Homeless, Near-Homeless, Special Needs; Provide Family and Children's Services
	Funding Target	CDBG: \$38,970 (Estimated)
	Description	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children's services, rent and utility assistance, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 4,040 persons, or 1,540 households, in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer eligible services, through contracting agencies and organizations, which could prevent homelessness in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons; Limited Clientele	
5	Project Name	Neighborhood Infrastructure Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Promote Infrastructure Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Funds will be used to improve infrastructure, specifically sanitary sewer service, to LMI areas. Street, water, stormwater management, and drainage improvements may also be funded.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 persons or 0 households in the Cedar Falls area.
	Location Description	LMI Areas
	Planned Activities	Line sanitary sewer lines to residential units located in LMI areas in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas	
6	Project Name	Provide Access to Transportation Services
	Target Area	City of Cedar Falls (Citywide); LMI Areas
	Goals Supported	Provide Access to Transportation Services
	Needs Addressed	Support Economic Development, Business Opportunities, and Commercial Building Redevelopment; Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Provide access to transit services for LMI households in the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 people in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer transit passes to LMI households or extend transit service routes and/or hours of service to LMI areas

	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
7	Project Name	Neighborhood Accessibility Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Accessibility Improvements
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$112,871 (Estimated)
	Description	Infill sidewalk and trail gaps in LMI areas in the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 60 persons, or 40 households, in the Cedar Falls area.
	Location Description	LMI Areas.
	Planned Activities	This will be accomplished by infilling pedestrian improvements that will connect LMI households to service agencies, organizations, educational, recreational facilities, and employment opportunities and centers. Projects will be completed in residential neighborhoods using sidewalk, curb cuts/ADA ramps, and trails in LMI areas.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
8	Project Name	Neighborhood Recreational Amenities
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Recreational Amenities
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$20,000 (Estimated)
	Description	Install park and recreational improvements, trees, and aesthetic amenities located in parks or other public property in LMI areas of the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 20 households, or 40 persons, in the Cedar Falls area.
	Location Description	LMI Areas. Tree Replacement on public property.
	Planned Activities	Install or replace playground equipment, trees, and recreational amenities in local city parks or other public properties serving LMI areas and households
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
9	Project Name	Demolition and Clearance
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Demolition and Clearance
	Needs Addressed	Conduct Demolition and Clearance Activities
	Funding Target	CDBG: \$0 (Estimated)
	Description	The funds will be used to prevent slum and blight throughout the Cedar Falls City limits by demolishing and clearing dilapidated buildings and structures in the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Demolition of approximately 0 dilapidated units in the City
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)

	Planned Activities	Demolish approximately 0 dilapidated units within the City
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight
10	Project Name	CDBG Planning and Administration
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	All of the AAP goals are supported by this function or activity
	Needs Addressed	Provide Effective Planning and Administration
	Funding Target	CDBG: \$51,960 (Estimated)
	Description	General management, oversight and coordination of the CDBG Program, policy planning, environmental reviews, report preparation, and administration will be financed using CDBG funds
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Administrative and planning activities, associated with the CDBG program
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight

Table 4 – Project Summary

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Our programs will serve Low-Moderate Income (LMI) households, LMI Limited Clientele agencies or organizations, or serve LMI areas, as defined by the Census Bureau and HUD. CDBG funding is used throughout the City of Cedar Falls as well as for purchasing services from a limited number of agencies that may not be located in Cedar Falls, but which will provide services to Cedar Falls residents.

Geographic Distribution

Target Area	Percentage of Funds
City of Cedar Falls and/or its Residents	100%
LMI Area Benefit	41%

Table 5 – Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted above, the City will only assist individual LMI households under Activity 1, Owner Occupied Housing Rehabilitation, and Activity 2, rental rehabilitation. Also, the City plans to fund agencies serving LMI households or offering LMI Limited Clientele, as is allowed annually under activity 4. Also, it plans to use funds to benefit LMI areas within the community for Activities 7 and 8, Neighborhood Access and Recreational Improvements. To that end, there are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5.

Discussion

The qualifying block groups are scattered throughout the community, and the City does intend to use CDBG funding to support LMI-specific areas. Most of the agency or family support programs funded through CDBG and these programs are based on an individual household LMI determination or on a Limited Clientele basis. Rehabilitation programs, and those benefitting a specific household or rental units, will require participants to meet HUD-prescribed LMI income guidelines.

For the life of this Annual Action Plan, the City has projected that it will expend 31 percent of its budget on specific low-and-moderate income households under its homeowner and renter rehabilitation and repair programs citywide, while planning to expend 41 percent of its overall budget for LMI-area benefit projects. Agencies and organizations are planning to be awarded 12 percent of the fund available for the year. Finally, planning and administration expense are projected to expend 16 percent of the annual allocation.

AP-55 Affordable Housing Goals – 91.220(g)

Goals: The following goals were established in this Action Plan for CDBG Use in the City.

1	Goal Name	Maintain Existing Affordable Housing: Owner Occupied Units
	Goal Description	Continue to provide housing grants for rehabilitation, repair, accessibility and structural hazard removal grants to eligible low-and-moderate income households in order to preserve owner-occupied single-family housing stock.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 1 Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
2	Goal Name	Maintain Existing Affordable Housing: Renter Occupied Units
	Goal Description	Create housing grants for rehabilitation, repair, accessibility, and structural hazard removal grants to eligible low-and-moderate income households in order to preserve renter-occupied housing stock.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 1 Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
3	Goal Name	Preserve Existing Affordable Housing through Code Enforcement
	Goal Description	Working with the Elected Officials, Housing Commission, and Staff, continue to equitably enforce municipal code provisions that affect the safety of housing conditions, including property and rental inspections, municipal infractions, and building and structural codes (i.e. fire, mechanical, plumbing, electrical codes). Associated expenses in low-and-moderate income areas would benefit from implementing this goal.
	Plan Reference	<ul style="list-style-type: none"> Consolidated Plan Objective 1 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objectives	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or LMI areas
4	Goal Name	Prevent Homelessness Through Support of Agencies and Organizations
	Goal Description	Continue supporting agencies providing homeless services, including sheltering, in the community, as well as providing financial counseling, nutritional, substance abuse, family services, and healthcare.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1 and 3 Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele
5	Goal Name	Neighborhood Infrastructure Improvements
	Goal Description	This goal provides for funding of infrastructure projects including street, water, sanitary sewer, stormwater management, and other projects in specific neighborhoods qualifying as low-and-moderate income areas.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 2 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or LMI areas
6	Goal Name	Provide Access to Transportation Services
	Goal Description	Program provides funding for transportation to income-eligible households that are dependent upon these services in order to maintain employment.

	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 1 and 4 • Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or LMI areas
7	Goal Name	Neighborhood Accessibility Improvements
	Goal Description	Improved sidewalks, steps, curb-cuts, and trails that address accessibility barriers to residents in LMI areas, as identified by the Census Bureau.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 2 and 4 • Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or LMI areas
8	Goal Name	Neighborhood Recreational Amenities
	Goal Description	Provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees, and active living parks in LMI areas of the community.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 2 and 4 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or LMI areas
9	Goal Name	Conduct Demolition and Clearance Activities
	Goal Description	The primary purpose of this project is the demolition and clearance of dilapidated structures, thus eliminating specific conditions of blight or physical decay on a local basis. Individual demolition/clearance activities will be subject to CDBG eligibility verification.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 2 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or LMI areas • Aid in the prevention or elimination of slums or blight
10	Goal Name	CDBG Planning and Administration
	Goal Description	Provide CDBG Administrative Services, by city staff or contractors assisting city staff. The program provides effective planning and administration for CDBG programs that benefit low-and-moderate income areas and households in the community.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 1, 2, 3, and 4 • Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or LMI areas • Aid in the prevention or elimination of slums or blight

Table 6 – Goal Description

AP-60 Public Housing – 91.220(h)

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Action Planning process did not include evaluation of the needs of public housing, increasing engagement of public housing residents in the process, or addressing a “troubled” public housing agency.

AP-65 Homeless and Other Special Need Activities – 91.220(i)

To address homeless and special needs populations, the City of Cedar Falls uses the maximum allowable dollars for distribution to several agencies, as has been noted. In addition, in FFY 2019 through FFY 2020, the City awarded much of their Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to seven agencies and three schools to, “prevent, prepare for, or respond to Coronavirus”. The allocation process included formal Request for Proposals (RFP) processes, and whereby prospective agencies outline the services that they can offer to the City. The City conducts onsite monitoring visits to each agency receiving funds. These monitoring visits help ensure that quality services are being delivered while providing an opportunity for staff to become more aware of the service details, needs, and impacts. Finally, the awarded agencies are given an opportunity to attend a City Housing Commission meeting to discuss their programs; offer insight regarding needs, particularly those that are unmet; and assuring the City that the CDBG funds are having a positive impact on its residents or clients.

The City addresses homelessness and special needs in the following ways. First, the City funds agencies where expenses relate to operating homeless shelters (Salvation Army in prior years). Second, the City also funds agencies such that they may offer specific training and education that may affect a household’s needs, by hopefully offering resources regarding financial management, abuse, and family relationships, and credit counseling. Third, the City has offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling/treatment. Fourth, the City is funding several agencies that are providing rent or mortgage assistance, the need for which originates with the COVID-19 pandemic. Finally, the City, using its CDBG and CDBG CARES funds, hopes to address hunger and nutritional needs by funding the regional food bank pantry. As is generally expected, resident needs outpace the amount of funding the City can offer the agencies through the CDBG or CDBG CARES programs alone.

AP-70: HOPWA Goals – 91.220(l)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-75 Barriers to Affordable Housing – 91.220(j)

Consistent with what was reported in prior Annual Action Plans, the need for quality, affordable housing is outpacing the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a state university community and its student housing needs, the City has unmet demand for affordable housing. This problem has only been exacerbated during the pandemic, as vacancy rate for all types of units has fallen dramatically in the community, while prices have climbed very quickly.

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City’s ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second, housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population, has increased prices dramatically, to the point of making units unaffordable for some low-and-moderate income households. Third, market demand has driven the price of land and materials upward in the community, not to mention the high costs associated with “greenfield” residential development (that which occurs on previously undeveloped land), most notably the cost of infrastructure. Part of the dramatic increases the City is currently experiencing in construction materials continue to be caused by supply

chain problems, associated with the COVID-19 pandemic. Finally, even with additional CDBG CARES funds the City continues to be experiencing impediments to meeting low-and-moderate income housing needs.

As they may be identified, the City of Cedar Falls takes action to ameliorate negative effects of public policy on housing affordability. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market, along with high materials prices and supply chain issues caused by the pandemic are having on the price of housing, which may affect whether or not people can afford to live in the community.

The City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. The City has completed a community visioning plan for the Downtown and College Hill areas. The community involvement with each plan pointed to a need for housing options and the plans recommend Missing Middle Housing. The City is working on a downtown zoning code that will enable the housing types of Missing Middle and also allow housing options such as Accessory Dwelling Units (ADUs) for housing flexibility and affordability. It is anticipated that a downtown code will be adopted in 2021. Building permit fees are based upon the value of the improvements made to properties in an attempt to create fairness. Finally, a private non-profit economic development corporation has formed during the past year, and they have established a housing subcommittee and have commissioned the development of a citywide Housing Needs Assessment.

Property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is collected by the City is determined by the State of Iowa. Currently, residentially classified property is rolled-back by the state such that local governments may only tax at a rate of 56.4 percent of a property's market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property's market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially classified properties (i.e. in the 50-60 percent range). This, rollback then, reduces property tax income for the City.

The City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, materials pricing and supply chain problems, and development cost (primarily infrastructure). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. As a result, the City's participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, but the community has offered assistance to residents for direct services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need or require. Participation in the CDBG program also allows for infrastructure, accessibility, and recreational investments, thus affecting rates, taxes, or assessments for property owners because CDBG funds are used to resolve related issues or expenses.

AP-85 Other Actions - 91.220(k)

Introduction

The City of Cedar Falls addresses obstacles to meeting the needs of the underserved through supporting several public service agencies and nonprofit organizations that strive to prevent homelessness and provide affordable housing to Cedar Falls residents. Also, the City is working to maintain the affordable housing stock in the area and provide decent and safe conditions to its residents.

Actions planned to address obstacles to meeting underserved needs.

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. Incidentally, the City received an additional \$660,000 in Coronavirus Aid, Relieve, and Economic Security (CARES) Act funds, most of which was being allocated to seven agencies and three schools. The funding supports housing improvements, preventing homelessness, food security, housing security through rent/mortgage support, equipment for safe operations during the health emergency, and remove education/work during the health emergency. Also, the City will work with code enforcement and other departments to identify potential at-risk residents. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents.

Actions planned to foster and maintain affordable housing.

Cedar Falls continues to work on fostering affordable housing in the community. The Housing Rehabilitation and Repair Programs assist qualified homeowners and renters with substantial rehabilitation or repairs to existing units. This year, Cedar Falls will work to kick off a rental repair program. We have not had such a program before. Funding has also been provided to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community. Finally, the City, in conjunction with the newly formed Cedar Falls Economic Development Corporation, are planning to complete a comprehensive, citywide Housing Needs Assessment, which will determine the current affordability challenges and opportunities for the community.

Actions planned to reduce lead-based paint hazards.

The Iowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead-based paint clearance testing on the rehabilitation projects in Cedar Falls. In addition, the program budgets for relocation expenses of homeowners at-risk to the negative impacts from lead-based paint. The City will continue to work with local, county, regional and other government agencies to achieve lead safe homes. The city provides "Protect Your Family from Lead in Your Home" brochure to educate CDBG applicants about the dangers of lead in the home.

Actions planned to develop institutional structure.

The City, including Community Development Department and its Section 8 Housing Choice Voucher Program (which may also be known as the Cedar Falls Low Rent Housing Agency or Cedar Falls Housing Authority), and their contractor, the Iowa Northland Regional Council of Governments (INRCOG), will continue to work to strengthen the institutional structure used to manage the CDBG Entitlement Program. Together, they will also continue to address the housing delivery gap between public and non-public organizations in the community. Said organizations will also address the gap that exists with regard to private housing industry participation in developing the City's institutional structure. Specifically, the Section 8 Housing Choice Voucher Program will work with private industry to increase and maintain affordable housing stock for low-to-moderate income households. Through experience, participation in local, regional (PHA Director Association), state (Iowa NAHRO, Iowa Association of Housing Officials), and national (NAHRO, American Planning Association) housing and planning organizations, educational opportunities, and peer-to-peer exchanges with other CDBG Entitlement recipients,

staff-members will become more proficient in executing, managing, assessing, and anticipating change within the program. Further, the above-mentioned entities, together with Cedar Falls’ consortium partner in the HOME Investment Partnership Program, the City of Waterloo Community Development Department, will continue to do likewise with the institutional structure associated with administering the HOME Program.

Actions planned to reduce the number of poverty-level families.

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; pay mortgage and rent and/or utilities for residents in arrears on both using CARES (COVID-19) funds; hire interpreters for addressing the needs of their non-English speaking population, and provide emergency food and shelter to those persons in danger of becoming homeless.

Actions planned to enhance coordination between public and private housing and social service agencies.

Staff outreach is key in enhancing coordination between public and private housing and social service agencies, relative to housing in the city. Specifically, staff manages the Housing Choice Vouchers Program, which maintains a relationship with private housing management firms. Further, the growth in the City has required staff to build relationships with private developers working the community. Also, the aforementioned Housing Needs Assessment process will include numerous agencies, including public and private housing and housing-related service providers, will afford the City opportunities to continue building relationships and coordination among providers. Finally, the City has built and maintains a good communication dialog with local public service agencies and private non-profit organizations through its Entitlement Program, which are directly or indirectly involved in housing in the community. By working with and educating participating landlords and property owners, private developers, service organizations, about the City, its programs, and requirements, it will position itself to better meet the needs of the low-moderate-income individuals and households in the city.

AP-90 Program Specific Requirements - CDBG 91.220(I)(1)

CDBG-funded projects that are expected to be available during the year are identified in the Projects Summary Table (AP-35) above. The following identifies any program income that may available for use in said projects.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income:	\$0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low-and-moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

AP-90: Program-Specific Requirements-HOME 91.220(I)(2)

The City of Cedar Falls is not a direct HOME Investment Partnership Program recipient. However, it is part of a HOME consortium with the City of Waterloo, Iowa. As part of the HOME process, the City of Cedar Falls is also working closely with INRCOG and the Iowa Heartland Habitat for Humanity Chapter to implement their HOME projects and plans.

AP-90: Program-Specific Requirements-ESG 91.220(I)(4)

The City of Cedar Falls is not an ESG recipient.

AP-90: Program-Specific Requirements-HOPWA 91.220(I)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-90: HTF Specific Review 91.220(I)(5)

The City of Cedar Falls does not administer HTF funds.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: June 13, 2022
SUBJECT: Petition from City Council to amend the Downtown Character District (TA22-003)

The City Council directed staff to forward to the Planning and Zoning Commission their request for additional amendments to the recently adopted Downtown Character District code. They request that the Planning and Zoning Commission reconsider their previous recommendation to have all site plans reviewed and approved administratively by staff without additional Planning and Zoning Commission review.

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 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 five City Council Committee of the Whole/ Work Session before a public hearing was scheduled. The draft was discussed at three separate readings before being adopted on November 1, 2021.

Council Petition: Re-establish Planning and Zoning Commission review of site plans for development in the Downtown Character District.

During the review of the new code, the Planning and Zoning Commission discussed the pros and cons of continuing the practice of P&Z review of all site plans for development in the downtown. After discussion, the Commission decided to keep the new code as proposed without additional Planning and Zoning Commission Review. The following pros and cons are excerpted from the decision matrix, which was the tool used to carefully consider all requests for changes to the draft code (see item #8 in the attached decision matrix from April 2021).

Issue: Include a design review process/role for P&Z

Pros:

- Provides for more public scrutiny of development projects in the downtown area.
- Provides additional reassurance that a project will be consistent with the vision for downtown.

Cons:

- One of the goals of the Downtown Zoning Code update was to streamline the development review process and move toward by-right approvals for those projects that meet a set of objective form-based standards. The benefits of this approach are to a) provide a greater level of predictability for property owners, developers, and neighbors; b) move away from the time and expense of negotiating individual projects in the Downtown district, particularly if it requires project redesign or additional legal fees; and c) remove the subjectivity of the public review process, where individual opinions can cause projects that otherwise meet the standards to be redesigned adding cost to the project.
- From a fairness and equity standpoint, [review at P&Z] can also give undue influence to particularly persuasive or well-connected applicants or to those who may simply want to prevent development from occurring.
- The purpose of establishing the staff Zoning Review Committee is to ensure that development projects meet the adopted standards, but also to assist applicants in their understanding of the intent of the provisions of the code, so they can achieve a more cohesive design, so in essence will serve as an administrative design review.

Staff notes that site plans in previous zoning districts that surrounded the Central Business District Overlay (R-3, R-4, C-2, C-1, etc.) did not require Planning and Zoning Commission and City Council review and approval. It was only within the Central Business District Overlay where all improvements to existing buildings and all new buildings proposed were subject to P&Z and Council review.

At the Commission's March 23, 2022 meeting staff forwarded the petition from the City Council for discussion. The Commission discussed the following non-exhaustive list of potential options for discussion ranging from least P&Z oversight to full review by P&Z and Council. At that meeting the Commission requested that staff bring back a proposed code amendment according to the 3rd option below and would also like to be updated on site plans that are under review in the Downtown Character District on a monthly basis.

1. Maintain the currently adopted process for site plan review – administrative review by staff. If a proposed project meets the code requirements it will be approved. If it does not, it will be denied.
2. Maintain the currently adopted process for site plan review, but for an initial period of time (one year? two years?) have staff provide a monthly report to the Commission on

the site plans under administrative review in the Downtown Character District, so that the Commission can monitor, ask questions, discuss concerns, and if necessary initiate code amendments if problems arise. This would also provide an opportunity for staff to note any code provisions that may not be working as intended and to suggest solutions.

3. Require new buildings in the Urban General, Urban General 2, and Storefront frontages to be reviewed by P&Z to confirm staff administrative review decisions.
4. Require all new buildings in the Downtown Character District to be reviewed by P&Z to confirm staff administrative decisions, including in the Neighborhood frontages.
5. Require all site plans (including all new buildings, all changes to existing buildings, projecting signs, site changes) to be reviewed by P&Z and approved by City Council (as was previously done in the CBD Overlay).

Staff drafted the attached amendments to the zoning code for the Commission's consideration. The strike-through notation indicates language to be deleted. Underlined text is new language added. All other language is unchanged and is included to provide context for the changes proposed. Staff consulted with the City Attorney and he advised that if there is a desire to have Planning and Zoning Commission review certain site plans, that it would be best to establish a process that is similar to other zoning districts where the Commission is a recommending body to the City Council and the final decisions are made by the City Council. This would add an additional step to what is noted in option 3 above, which proposes that the Commission would be the decision-making body and additional review and approval by Council would not be needed.

RECOMMENDATION: At their meeting on June 8th, on a vote of 9-0, the Planning and Zoning Commission recommended approval of the attached amendments to the zoning ordinance. Therefore, staff now recommends that the Council set a date for public hearing on these amendments for July 5, 2022.

Attachments:

- Draft changes to the zoning ordinance

Amend Section 26-191C., Applicability, as follows:

C. Applicability and Development Review

1. Where an adopted Regulating Plan is shown on the zoning map, these Character District standards immediately apply at the parcel level.
2. ~~The process for developing or redeveloping within a Character District is delineated in Section 26-36 through Section 26-39. All applications for development or redevelopment within a Character District shall be reviewed and approved according to the procedures set forth in Sections 26-36 through Section 26-39. Applications shall be administratively reviewed and approved, except for site plans for new buildings on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan. For new buildings on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan, the Zoning Administrator, in consultation with the Zoning Review Committee and Technical Review Committee, shall prepare and forward a report along with the site plan and supporting documents to the Planning and Zoning Commission and City Council for review and approval according to procedures set forth in Section 26-36(d), Review and Decision-making.~~

Amend Section 26-36 and 26-37, as follows:

Sec. 26-36. ~~Administrative Determination~~ Site Plan Review, Proportionate Compliance Determinations, and Minor Adjustments

(a) **APPLICABILITY GENERAL APPLICATION REQUIREMENTS**

~~The Zoning Administrator shall review and decide upon applications for the following administrative reviews and code adjustments in consultation with the Zoning Review Committee(ZRC) and/or the staff Technical Review Committee, as applicable. Some of these processes have additional review and approval requirements; a cross-reference to those requirements is provided in the right column.~~

Permit or Adjustment	Additional Review Requirements
Site Plan	Section 26-37.D
Proportionate Compliance	n/a
Minor Adjustment	Section 26-39.E

Applications and submittal materials required for site plan review, proportionate compliance determinations, and minor adjustments under this Chapter shall be submitted on forms and in such numbers as required by the City. The applicable filing fee shall be paid at the time the application is filed. Additional fees may be required for re-submittals. Fees are determined by resolution of the City Council.

(b) **APPLICATION COMPLETENESS REVIEW**

- (1) Applications shall not be processed until all fees and materials have been submitted and are deemed ~~sufficient~~ complete in form and content such that recommendations, as required, and a decision may be made on the application by the Zoning

Administrator, or other decision-making body, as specified in this chapter. The Zoning Administrator shall determine application ~~sufficiency~~ completeness.

- (2) If an application is deemed ~~insufficient~~ incomplete, the Zoning Administrator shall inform the applicant of the specific submittal requirements that have not been met. The Zoning Administrator may provide notice in writing, electronically, or in conversation with the applicant.
- (3) If an application is deemed ~~insufficient~~ incomplete, the applicant must resolve and resubmit the materials required to complete the application within 30 days of the date informed of the insufficiency of the application.
 - a. An ~~insufficient~~ incomplete application that has not been revised to meet the completeness requirements shall expire on the 30th day. An expired application shall be returned to the applicant along with any original documents submitted in support of the application.
 - b. The City, at its discretion, may retain the application fee paid. Once an application has expired, the application must be resubmitted in full, including application fee.

(c) REVIEW, REFERRAL, AND RECOMMENDATION

- (1) Upon submission of an application, the Zoning Administrator shall review the application and accompanying documentation to determine whether the information included in the application is sufficient to evaluate the application against the approval criteria of the procedure or permit requested.
- (2) The Zoning Administrator may refer any application to the Zoning Review Committee (ZRC) or Technical Review Committee (TRC) for review and recommendation.

(d) REVIEW AND DECISION-MAKING

- (1) ~~The Zoning Administrator shall review the Applications~~ shall be reviewed for conformance with all applicable provisions of this chapter.
- (2) To be approved, an application shall be fully consistent with the standards of this chapter unless a minor adjustment is concurrently approved to allow specified deviation from applicable standards. An ~~administrative~~ approval may include instructions and clarifications regarding compliance with this Code, but shall not be approved with conditions that require action beyond the specific requirements of the City Code of Ordinances.
- (3) Except as specified in paragraphs (4) below, after consultation with the TRC and ZRC, as applicable, the Zoning Administrator shall approve or deny ~~the applications~~ for site plan review and minor adjustments and shall make determinations regarding proportionate compliance and provide written notification of the decision to the applicant. If an application is denied, the written notification shall include the reasons for denial. Administrative decisions are appealable pursuant to Section 26-62.
- (4) For any site plan that requires Planning and Zoning Commission and/or City Council review and approval, as set forth in this Chapter, the Zoning Administrator shall prepare a staff report and recommendation based on the approval criteria, standards, and requirements of this Chapter, the Comprehensive Plan, and any other applicable policies and regulations. The staff report and recommendation shall be forwarded to the Planning and Zoning Commission for its review and recommendation to the City Council. If the Planning and Zoning Commission recommends denial, the site plan shall not be forwarded to the City Council, unless so requested by the applicant in writing. After consideration of the staff report and the Planning and Zoning Commission's recommendation, the City Council may approve, approve with conditions, or deny the site plan. If a site plan is denied, the Planning and Zoning Commission and/or City Council, as applicable, shall state the reasons for denial.

(e) APPEAL

1. ~~Administrative determinations are appealable pursuant to Section 26-62.~~

Sec. 26-37. Site Plan

(a) APPLICABILITY

The purpose of this section is to set forth the procedures and criteria for review and approval of site plans, which shall include when referenced in this Chapter, site development plans, development plans, or similar. Site plans are technical documents that illustrate how the structure(s), layout of an area, and proposed uses meet the requirements of this chapter and any other applicable ordinances, standards, regulations, and with all previously approved plans applicable to the property.

(b) AUTHORITY

A site plan is required for:

(1) Character Districts

- a. Any application for development in a character district.
- b. All requests for structures, architectural elements or accessory structures (front porch, front yard fence) at or forward of the required building line, and accessory or temporary uses; however, for minor accessory structures not located forward of the required building line, such as sheds, fences, or decks, the site plan shall only be required to show the location of the proposed structure or addition in relation to property boundaries, required setbacks, easements, and terrain changes as more fully detailed in this Code;

(2) ~~Traditional Zone Districts~~ All other Zoning Districts

- a. Any application for a commercial, industrial, institutional, or multi-unit dwelling project;
- b. Any application for development requiring site plan review, site development plan review, development plan review, plan review, or similar review as set forth elsewhere in this chapter.

(c) APPLICATION PROCEDURES

- (1) A pre-application meeting with the Zoning Review Committee (ZRC) is required prior to the submission of a site plan application for development in a character district. Pre-application meetings are optional and encouraged for all other applications.
- (2) The applicant shall submit the site plan application to the Planning and Community Services Division. Application submittal deadlines and requirements shall be established on submittal forms available from the Planning and Community Services Division and on the City's website.

(d) DECISION CRITERIA

The site plan shall be reviewed against the following criteria:

- (1) The site plan is consistent with all applicable adopted plans and policies;
- (2) The site plan is consistent with any prior approvals, including any conditions that may have been placed on such approvals; and
- (3) The site plan conforms with all applicable requirements of the Code of Ordinances, or with all applicable requirements as modified by a ~~request for a~~ an approved minor adjustment.

(e) ~~LIMITATION OF APPROVAL~~

~~Zoning Administrator approval of a site plan does not in any way imply approval by any other City department.~~

(f) EFFECT

- (1) Approved site plans shall be binding upon the property owner(s) and their successors and assigns.
- ~~(2) No permit shall be issued for any building, structure, or use that does not conform to an approved site plan.~~
- (3) No building, structure, use or other element of the approved site plan shall be modified without amending the site plan, unless it is determined by the City that such modification will not require an amended site plan.
- (4) All buildings, structures and uses shall remain in conformance with the approved site plan or be subject to enforcement action.

(g) POST-APPROVAL ACTIONS**(1) Expiration**

- a. Approved site plans shall expire one year after approval if a building permit has not been issued, or the approved use established. In the event that the documents expire due to the passage of this time period, new site plan review documents must be submitted for approval in the same manner as an original application for development review.
- b. An extension not to exceed one year may be granted by the Zoning Administrator.

(2) Modifications to Site plans

The holder of an approved site plan may request an adjustment to the document, or the conditions of approval, by submitting either an application for minor adjustment or an amended site plan, whichever is appropriate, to the Zoning Administrator. An amended site plan shall be filed and processed in accordance with the procedures specified in this Chapter for the an initial site plan submittal, or as otherwise specified in this Chapter.

**DEPARTMENT OF PUBLIC WORKS**

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MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: June 13, 2022

SUBJECT: Updates to City Code Section 23-374 – Parking Prohibited on Specific Streets

The current no parking ordinance on South Lawn Road from Stanwood Drive to Melendy Lane on the east side of South Lawn extends from Stanwood to 240 feet south. This leaves a small section of approximately 60 feet north of Melendy Lane where parking is currently allowed on the east side of South Lawn. This area creates concerns of a congested corridor that can lead to single lane traffic and also potential vehicular movement conflicts onto and from Melendy Lane.

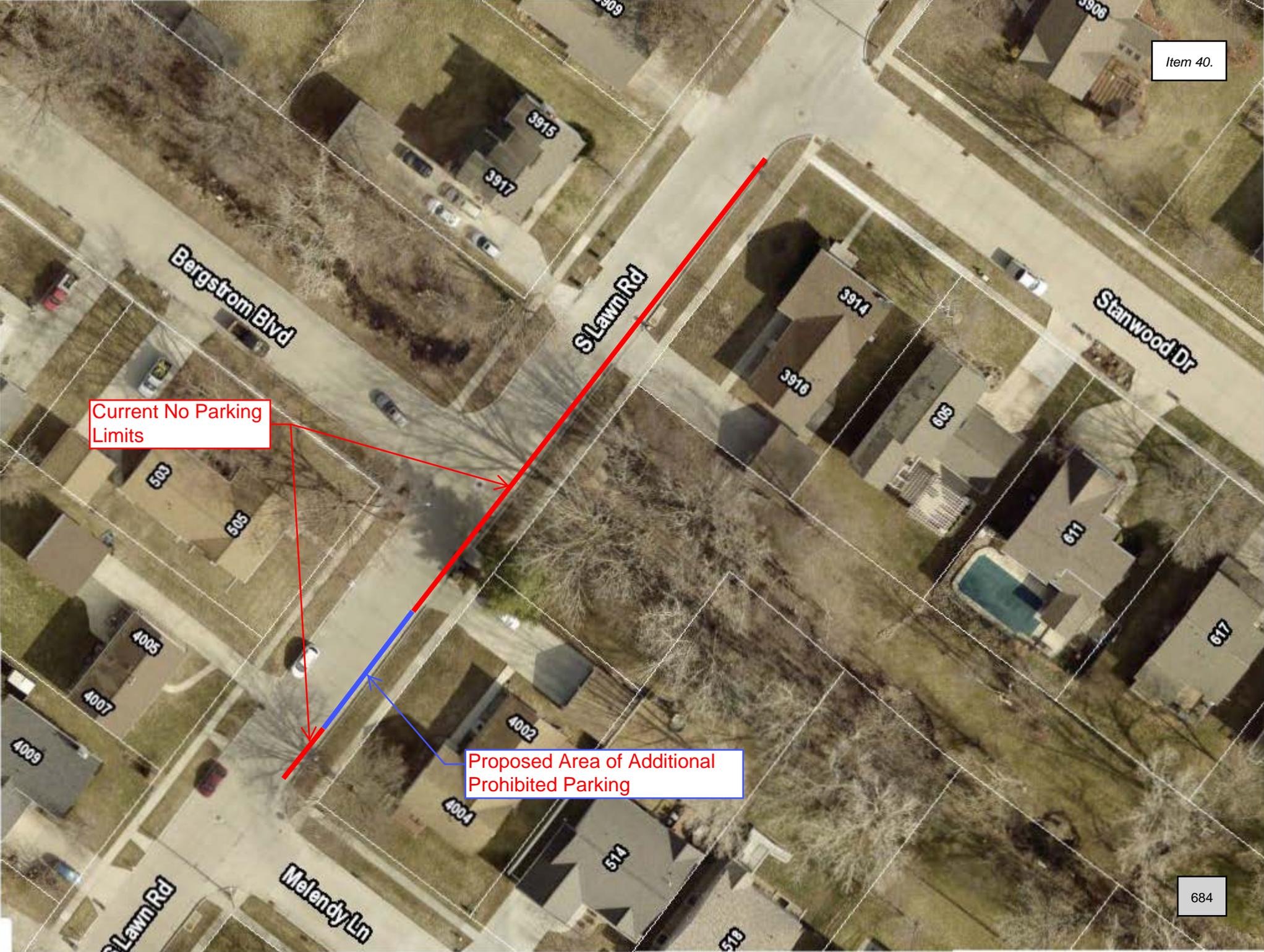
The Engineering Division is recommending that the current no parking that exists on the east side of South Lawn Road from Stanwood Drive south to extend through to Melendy Lane and designated as permanently prohibited parking. This will make the parking prohibition on the east side of South Lawn Road more consistent along the corridor from Stanwood Drive to Melendy Lane.

The Engineering Division is proposing changes to City Code Section 23-374 – Parking Prohibited on Specific Streets so the code will match the proposed limits of the no parking along the east side of South Lawn Road. Please see the attached changes to City Code Section 23-374 – Parking Prohibited on Specific Streets.

The Engineering Division recommends approval to set the newly defined area to prohibit on-street parking. This area is highlighted in the attached map.

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

xc: Chase Schrage, Director of Public Works



Current No Parking Limits

Proposed Area of Additional Prohibited Parking

Prepared By: David Wicke, 220 Clay Street, Cedar Falls, IA 50613

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY STRIKING THE SUBSECTION PROHIBITING PARKING ON PORTIONS OF SOUTH LAWN ROAD, AND ENACTING A NEW SUBSECTION PROHIBITING PARKING ON PORTIONS OF SOUTH LAWN ROAD IN LIEU THEREOF.

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

Section 1. The unnumbered subsection prohibiting parking on portions of South Lawn Road contained in Section 23-374, Parking prohibited on specific streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, is hereby stricken in its entirety and a new unnumbered subsection prohibiting parking on portions of South Lawn Road contained in Section 23-374 is enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
South Lawn Road	<p><i>On the east side from the north line of Bonita Boulevard south a distance of 200 feet.</i></p> <p><i>On the west side from the south line of Bonita Boulevard south a distance of 60 feet.</i></p> <p><i>On the east side from the south curb line of Stanwood Drive south to the north curb line of Melendy Lane.</i></p>

INTRODUCED: _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Sec. 23-374. Parking prohibited on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
First Street (West)	On both sides between Main Street and the west city limits.
Second Street (West)	On both sides between Walnut Street and Francis Street.
	On the north side between Francis Street and Hudson Road.
Third Street (East)	
Third Street (West)	
	On both sides of said street between Clay Street and Franklin Street on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October each year during the hours of 6:00 a.m. to 12:00 noon.
	On the north side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 200 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 300 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the west curb line of Ellen Street west to the east curb line of Hudson Road.
	On the north side from the west curb line of Tremont Street west to the east curb line of Ellen Street.
	On the north side of said street from Cedar Crest Drive to Magnolia Drive.
Fourth Street	On both sides from College Street to Hudson Road.
	On the south side between Franklin Street and College Street.
Fourth Street (East)	
Fourth Street (West)	On both sides from College Street to Hudson Road; on the north side from the west line of Main Street to a point 20 feet west thereof; on the north side from the west line of Cedar Crest Drive a distance of 30 feet west, and from the east line of Cedar Crest Drive a distance of 30 feet east; on the north side from the east line of Angie Drive to the west line of Hudson Road; on both sides of said street from the west line of Chateau Court to Hudson Road; on the south side from the west line of Main Street to a point ten feet west thereof; on the south side between Washington Street and College Street.
	On the north side from the west line, extended north, of Jessica Lane to a point 200 feet west thereof.
Fifth Street (West)	On the north side from the west line of Main Street west a distance of 150 feet.

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	On the south side from a point 48 feet east of the east line of Clay Street west to the alley between Clay Street and Franklin Street.
	On the north side from the west curb line of Franklin Street west to the east curb line of College Street.
Sixth Street (East)	On the north side from the east curb line of Main Street east a distance of 200 feet.
	On the south side from the east curb line of Main Street east to the west curb line of State Street.
Sixth Street (West)	On both sides between Main Street and Franklin Street, except that on the north side of West Sixth Street, from a point 40 feet west of the west curb line of Washington Street to a point 144 feet west of the west curb line of Washington Street.
	On the north side from the east curb line of College Street east a distance of 150 feet.
	On the south side from the east curb line of College Street east a distance of 75 feet.
Seventh Street (East)	On the south side from State Street to the west line of Bluff Street.
Seventh Street (West)	On the north side from Washington Street to Clay Street, except Saturdays and Sundays.
	On the north side from the west curb line of Division Street west a distance of 40 feet.
	On the north side from the east curb line of Division Street east a distance of 40 feet.
	On the south side from the west curb line of Division Street west a distance of 40 feet.
	On the south side from the east curb line of Division Street east a distance of 40 feet.
Eighth Street (East)	On the north side from Main Street to State Street.
Eighth Street (West)	On the north side between Franklin Street and College Street.
	On the north side between Division Street and Ellen Street.
	On the south side between College Street and Pearl Street.
	On the south side from the centerline of Barrington Drive east a distance of 500 feet.
	On the north side from the centerline of Barrington Drive east a distance of 110 feet.
	On the north side from the centerline of Barrington Drive west a distance of 50 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
Ninth Street (East)	On the north side from Bluff Street east to Grove Street, except Sundays.
Ninth Street (West)	On the north side from Clay Street east 100 feet.
	On the north side from the west line of Tremont Street west to the east line of Catherine Street.
	On the north side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
Tenth Street (East)	On both sides from a point 180 feet east of the east curb line of Grove Street to a point 250 feet east of the east line of Grove Street.
	On the north side from Main Street to Grove Street.
Tenth Street (West)	On the north side from the west curb line of Tremont Street west to the east curb line of Division Street.
	On the south side from the west curb line of Iowa Street west a distance of 40 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
11th Street (East)	On the north side from State Street to Grove Street.

	On the north side from Main Street to State Street.
	On the south side from the east curb line of State Street east a distance of 40 feet.
	On the south side from the west curb line of Grove Street west a distance of 40 feet.
11th Street (West)	On the north side between Franklin Street and Walnut Street.
	On the north side from the west curb line of College Street west to the east curb line of Division Street.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
12th Street (West)	On both sides from Main Street to College Street.
	On the south side from the east line of Clark Drive east a distance of 40 feet.
	On the south side from the west line of Clark Drive west a distance of 40 feet.
	On both sides from Hudson Road to Union Road.
13th Street (West)	On both sides from the east curb line of Walnut Street east a distance of 20 feet.
	On both sides from the west curb line of Walnut Street west a distance of 20 feet.
	On the north side from the west curb line of Clay Street west to the east curb line of Franklin Street.
14th Street (East)	On the south side between State Street and Waterloo Road.
14th Street Court (East)	On the north side from the east curb line of Bluff Street east to the end of the street.
14th Street (West)	On the north side of said street from Main Street to Franklin Street.
15th Street (West)	On the north side of said street from the west curb line of Clay Street west to the east curb line of Franklin Street.
16th Street (West)	On the south side from the west curb line of Main Street to the east curb line of Franklin Street.
18th Street (East)	On both sides from Main Street to Waterloo Road.
18th Street (West)	On both sides of the street from the west curb line of Main Street west to the east curb line of College Street.
	On the north side from the west curb line of College Street west to the east curb line of Hudson Road.
	On the north side from the west line of Hudson Road west a distance of 200 feet.
	On the north side from a point 455 feet west of the west line of Hudson Road west a distance of 101 feet.
	On the north side from a point 922 feet west of the west line of Hudson Road west a distance of 101 feet.
	On the south side from the west line of Hudson Road west a distance of 1,116 feet.
	On the south side from the west curb line of Summit Drive west a distance of 100 feet.
	On the south side from the east curb line of Summit Drive east a distance of 100 feet.
	On the south side from the west curb line of Campus Street west a distance of 20 feet.
	On the south side from the east curb line of Campus Street east a distance of 20 feet.
	On the south side from the west curb line of Merner Avenue west a distance of 40 feet.
	On the south side from the east curb line of Merner Avenue east a distance of 40 feet.
	On the south side from the west curb line of College Street west a distance of 40 feet.
	On the south side from the east curb line of Hudson Road east a distance of 40 feet.
19th Street (West)	On the north side between College Street and Hudson Road, between 8:00 a.m. and 3:30 p.m., Mondays through Fridays.

	On the south side from the west curb line of College Street west to the east curb line of Campus Street.
	On the south side from the west curb line of Campus Street west a distance of 30 feet.
	On the south side from the east curb line of Hudson Road east a distance of 30 feet.
	On the north side from the east curb line of Merner Avenue east a distance of 30 feet.
	On the north side from the west curb line of Merner Avenue west a distance of 30 feet.
20th Street (West)	On the south side from the east curb line of Campus Street east to the west curb line of Main Street.
	On the south side from the east curb line of Merner Avenue east a distance of 45 feet.
	On the north side from the east line of Merner Avenue east a distance of 45 feet.
	On the north side from the west curb line of Campus Street east to the west curb line of Merner Avenue, between the hours of 1:00 a.m. and 6:00 a.m. daily.
21st Street (West)	On the south side from the west line of Franklin Street west to the east line of College Street.
	On the south side from the west curb line of College Street west a distance of 40 feet.
	On the north side from the west curb line of College Street west a distance of 40 feet.
	On the north side from the east curb line of College Street east a distance of 40 feet.
22nd Street (West)	On the north side from College Street to Campus Street from 1:00 a.m. to 5:30 p.m., Monday through Saturday and from 1:00 a.m. to 8:00 a.m. on Sunday.
	On the south side from College Street to Campus Street.
	On the south side between Main Street and Tremont Street.
	On the north side from the west curb line of Tremont Street west to the east curb line of College Street.
23rd Street (West)	On the north side from the east curb line of Merner Avenue east a distance of 40 feet.
	On the north side between Campus Street and Hudson Road.
	On the south side from the west line of Minnesota Street, which belongs to the state, to the east line of Hudson Road.
	On both sides from the east curb line of Merner Avenue west to the west curb line of Campus Street.
	On the south side from the west curb line of Campus Street west to the east curb line of Minnesota Street, one-hour parking is allowed between the hours of 7:30 a.m. and 4:30 p.m., except on weekends and holidays.
29th Street	On the south side from 225 feet west of the centerline of College Street to 290 feet west of the centerline of College Street, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
29th Street (West)	On the north side from the east curb line of College Street east to the west curb line of Walnut Street.
31st Street (West)	On both sides from Hudson Road to the west end of the street.
Adams Street	On the east side of said street from the north curb line of East 18th Street north to the end of the street.
	On both sides of said street from East 18th Street south.
Alexis Boulevard	On the south and west sides from the north line of West 12th Street northerly and westerly to the east edge of the cul-de-sac.
	On the east side from the north line of West 12th Street north a distance of 120 feet.
Algonquin Drive	On the north and east sides of the street from the east curb line of Ashworth Drive east and south to the north curb line of Amelia Drive, extended east; On the southwesterly side of the street from the west curb line of Ashworth Drive

	northwest a distance of 160 feet.
Ashworth Drive	On the northwestern side of the street from the north curb line of Algonquin Drive northeast a distance of 100 feet; On the southeast side of the street from the north curb line of Algonquin Drive northeast to the south curb line of Loren Drive, a distance of 300 feet.
Balboa Street	On the north side from the west line of South Main Street to a point 403 feet west of the west line of South Main Street.
	On the south side from the west line of South Main Street to a point 119 feet west of the west line of South Main Street.
Barkwood Drive	On the north side from the west curb line of Ironwood Drive west to the east curb line of Applewood Lane.
Barnett Drive	On the west side from the south curb line of Crescent Drive south to the north curb line of West Twelfth Street.
	On the east side from a point 150 feet north of the north curb line of West Fourth Street north to a point 50 feet north thereof.
	On the east side from the north curb line of West Twelfth Street north a distance of 60 feet.
Barrington Drive	On the west, south and east sides of Barrington Drive from the south line of West Eighth Street south, east and north to the south edge of the cul-de-sac.
Bicentennial Drive	On both sides of said street from Cedar Heights Drive west a distance of 500 feet.
Big Woods Road	On both sides from Independence Avenue to the north city limits.
Birch Street	On the east side from Grand Boulevard to Rainbow Drive.
Birdsall Drive (East)	On the north side from Birdsall Drive east to the end of the street.
Blair Ridge Road	On the west side from Wild Horse Drive north to the end of the street.
Bluegrass Circle	Along the outside edge from the east curb line of the north intersection with Prairie Parkway to the east curb line of the south intersection with Prairie Parkway.
Bluff Street	On the east side from the south curb line of East Ninth Street south to a point 70 feet south of the south curb line of East 12th Street.
	On the east side from the south curb line of East 13th Street to the north curb line of East 15th Street.
	On the west side from the north curb line of East 15th Street north a distance of 40 feet.
	On both sides from the south curb line of East 15th Street south a distance of 40 feet.
Bonita Boulevard	On the south side from the west line of South Lawn Road west a distance of 60 feet.
Boulder Drive	On both sides from University Avenue to Orchard Drive.
Boxwood Drive	On the north side from the west curb line of Ironwood Drive west to the east curb line of Applewood Lane.
Brookside Drive	On the north side from the east curb line of Hudson Road east to the west curb line of Starview Drive.
	On the south side from the east curb line of Hudson Road east to the southerly extension of the east curb line of Starview Drive.
California Drive	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Campus Street	On the east side from the north curb line of West 18th Street north to the south curb line of West 16th Street.
	On the west side from the north curb line of West 18th Street north a distance of 40 feet.
	On the west side from the south curb line of West 19th Street south a distance of 40

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	feet.
	On the east side from the south curb line of West 19th Street south a distance of 40 feet.
	On the east side from the north curb line of West 20th Street north a distance of 40 feet.
	On the west side from the north line of the parking lot situated on the west side of the 2000 block of Campus Street, south a distance of 188 feet.
	On both sides from the south curb line of West 22nd Street south to the north curb line of West 23rd Street.
Catherine Street	On the west side from the south curb line of West First Street south a distance of 40 feet.
	On the east side from the south curb line of West First Street south to the north curb line of West Fourth Street.
	On the east side from the south curb line of West Eighth Street to the north curb line of West 12th Street.
	On the west side from the south curb line of West Eighth Street south a distance of 40 feet.
	On the west side from the north curb line of West Ninth Street north a distance of 40 feet.
	On the west side from the south curb line of West Ninth Street south a distance of 40 feet.
	On the west side from the north curb line of West Tenth Street north a distance of 40 feet.
	On the west side from the south curb line of West Tenth Street south a distance of 40 feet.
	On the west side from the north curb line of West 11th Street north a distance of 40 feet.
	On the west side from the south curb line of West 11th Street south a distance of 40 feet.
	On the west side from the north curb line of West 12th Street north a distance of 40 feet.
Cedar Heights Drive	On both sides from Rainbow Drive to University Avenue.
Cedar Hills Road	On both sides from the east curb line of Chadwick Road east to the west curb line of Cedar Heights Drive.
Cedar Street	On the south side from Center Street to Vine Street.
Center Street	On both sides from First Street to the north city limits.
Chadwick Road	On the west side from a point 10 feet north of the northwest edge of the cul-de-sac at the south end of Chadwick Road, south to the northwest edge of said cul-de-sac.
	From the northwest edge of the cul-de-sac at the south end of Chadwick Road, south, east and north to the northeast edge of said cul-de-sac.
	From the southwest edge of the cul-de-sac at the north end of Chadwick Road, north, east and south to the southeast edge of said cul-de-sac.
	On the east side from the southeast edge of the cul-de-sac at the north end of Chadwick Road, south to the northeast edge of the cul-de-sac at the south end of Chadwick Road.
Clark Drive	On the west side from the south line of West 12th Street south a distance of 40 feet.
	On the east side from the south line of West 12th Street south a distance of 40 feet.
Clay Street	On both sides between First Street and a point 35 feet south of the south line of First

	Street.
	On both sides of said street from the south curb line of West Third Street north a distance of 245 feet to the north line of the driveway entrance to the city police station parking lot, extended westerly, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On both sides of said street from the south curb line of West Third Street south a distance of 134 feet to the north line of the northerly driveway entrance to the Cedar Falls Women's Club parking lot, on Saturday mornings only, commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the east side from the south curb line of West Third Street south a distance of 35 feet.
	On both sides from the south curb line of West Fourth Street south a distance of 48 feet.
	On the east side from the north curb line of West Fifth Street north a distance of 32 feet.
	On the west side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from 15th Street to 18th Street.
	On the west side between 15th Street and 18th Street.
	On both sides between 18th Street and Seerley Boulevard.
College Street (North)	On the west side from the north curb line of Higby Drive north to the end of the street.
	On the west side from the south curb line of Higby Drive south a distance of 75 feet.
	On the west side from the north curb line of West First Street north a distance of 120 feet.
	On the east side from the north curb line of West First Street north to the north end of the street.
College Street (South)	On the east side from the south curb line of West Fifth Street south to the north curb line of West Sixth Street.
	On both sides from the south curb line of West Sixth Street south a distance of 100 feet.
	On the east side from the south curb line of West Eighth Street south to the north curb line of West 12th Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side from a point 50 feet north of the north curb line of West 18th Street south to the north curb line of West 20th Street.
	On the west side from the south curb line of West 18th Street south a distance of 80 feet.
	On the west side from the north curb line of West 19th Street north a distance of 50 feet.
	On the west side from the south curb line of West 19th Street south a distance of 50 feet.
	On the west side from the north curb line of West 20th Street north a distance of 50 feet.

	On the west side from the south curb line of West 20th Street south to the north curb line of West 22nd Street.
	On the east side from the south curb line of West 21st Street south to the north curb line of West 22nd Street.
	On the west side from the south curb line of West 23rd Street south a distance of 60 feet.
	On the west side from a point 75 feet north of the westerly extension of the north curb line of West Seerley Boulevard south to a point 95 feet north of the north curb line of West 26th Street.
	On the east side from the south curb line of West 23rd Street south to the north curb line of University Avenue.
	On the west side from the south curb line of West 26th Street south to the north curb line of University Avenue.
	On both sides from the south curb line of University Avenue south a distance of 65 feet.
Colorado Road	On the south side from the west curb line of Tucson Drive west to the west end of the cul-de-sac situated about 250 feet west of Dallas Drive.
Columbia Drive	On the north and east sides of Columbia Drive from West 16th Street south and east to College Street.
Cottage Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.
Cottonwood Lane	On both sides from Garden Avenue east to the end of the street.
Covey Court	On the north side from Quail Ridge Road west to the end of the street.
	On the north side from Quail Ridge Road east to the end of the street.
Crescent Drive	On the south side from the east curb line of Lakeview Drive east to the west curb line of Brentwood Drive.
Dallas Drive	On the west side from the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the north curb line of Idaho Street north a distance of 50 feet.
	On the east side from a point 125 feet north of the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the south curb line of Idaho Street south a distance of 25 feet.
Division Street	On the west side from the driveway south of Tenth Street to 11th Street.
	On the east side of said street from the north line of West Eighth Street a distance of 120 feet north.
	On the west side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the east side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the west side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the east side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the west side from the south curb line of West Eighth Street south a distance of 50 feet.
Drury Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.
Dunkerton Road	On both sides from Center Street to the east city limits.

Eagle Ridge Road	On the west and south sides of Eagle Ridge Road from the intersection of the west curb line of Eagle Ridge Road with the north curb line of Falcon Lane, in a northerly and westerly direction to the southeast edge of the cul-de-sac.
	Around the perimeter of the curb adjacent to the center island of the cul-de-sac located at the west end of Eagle Ridge Road.
East Street	On the west side of East Street from the south curb line of 19th Street a distance of 100 feet south.
Ellen Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the east side from the south line of Parkway Avenue south to the north line of First Street.
Erik Road	On the north side between the east curb line of Hudson Road east to the west curb line of Norse Drive.
	On the south side from the east curb line of Hudson Road east a distance of 70 feet.
	On the south side from the west curb line of Norse Drive west a distance of 25 feet.
Feather Ridge Drive	On the north side from Quail Run Lane to Feather Run Trail.
Floral Court	On both sides of the radius of the cul-de-sac.
	On the north side from the east curb line of Merner Avenue to the cul-de-sac.
	On the south side from the east curb line of Merner Avenue to the cul-de-sac, from 1:00 a.m. to 6:00 a.m. each day.
Forrest Road	On the west side from the north curb line of South Park Road north to River Bluff Drive.
Fox View Drive	On the east side from the north curb line of Hunter Drive north to the end of the street.
Francis Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
Franklin Street	On both sides from First Street to Sixth Street.
	On both sides from First Street north to the north city limits.
	On the east side between 12th Street and Seerley Boulevard.
	On the west side from the north curb line of 18th Street north a distance of 100 feet.
Frontage roads along the south side of University Avenue	On both sides of the frontage road from the east curb line of Boulder Drive east to the end of said frontage road near the east line of Black Hawk Village, near McClain Drive.
	On both sides of the frontage road from the east curb line of Cedar Heights Drive east to the west curb line of Midway Drive.
Frontage roads along the north side of University Avenue	On both sides of said frontage road from the east curb line of Valley Park Drive east to the end of said frontage road at the entrance to the Holiday Inn Motel.
	On both sides of said frontage road from the west curb line of Ohio Street (UNI Institutional Road) west to the east curb line of Hudson Road.
	On both sides of the frontage road along the north side of University Avenue between Main Street and Tremont Street, from the most westerly curb cut on said frontage road, west to the end of said frontage road.
Frontage road on the west side of Hudson Road	On both sides from West 31st Street south to the end of the street.
Galloway Avenue	On the east side from Grand Boulevard to Rainbow Drive.
	On the west side from Grand Boulevard a distance of 50 feet south, and from Rainbow

	Drive a distance of 50 feet north.
Genevieve Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides from the north right-of-way line of First Street north a distance of 132 feet.
	On the northwest side from First Street north to the end of the street.
Gibson Street	On the west side from Rainbow Drive to Grand Boulevard.
Grand Boulevard	On the south side from the east line of East Street east to the west line of Park Drive.
	On the north side from the west line of East Street east to the east line of Scoggin Street.
	On the north side from the west line, extended, of Schreiber Street east to a point 75 feet east of the east line, extended, of Schreiber Street.
	On the north side from the west line, extended, of Birch Street east to a point 65 feet east of the east line, extended, of Birch Street.
	On the north side from the east line of Belle Avenue east to the west line of Park Drive.
	On the north side from the east line of Edwards Street east a distance of 170 feet.
Green Creek Road	On the north and west sides from the east line of Rownd Street east and north to the south line of Greenhill Road.
Greenhill Drive	On the south side from the east curb line of Rownd Street east to the west curb line of Veralta Drive.
Grove Street	On the east side from the south curb line of East Ninth Street to the north curb line of East 12th Street.
Harvest Lane	On the west, north and east sides of the street proceeding west from the eastern intersection of Harvest Lane with Autumn Ridge Road to the western intersection of Harvest Lane with Autumn Ridge Road.
Hawthorne Drive	On the north side from the east curb line of Waterloo Road to the west curb line of Victory Drive.
	On both sides of said street from the centerline of Willow Lane, west a distance of 50 feet.
Hedgewood Circle	On the east side from the north curb line of Boxwood Drive north to the southeast edge of the cul-de-sac.
Heritage Road	On the east and north sides from Bergstrom Boulevard in a southerly and easterly direction to the east end of Heritage Road.
	On the west side from the north line of West Gate Avenue north a distance of 40 feet.
	On the west side from the south line of West Gate Avenue south a distance of 40 feet.
Hickory Lane	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Highland Drive	On the east side from the south curb line of West First Street south a distance of 89 feet.
	On the west side from the south curb line of West First Street south a distance of 54 feet.
Highview Court	On the east side from the south curb line of Rainbow Drive south to the north curb line of Parker Street.
Holmes Drive	On the east side between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, from Fourth Street to the south end.
Hudson Road	On both sides between First Street and the south city limits.
Hunter Drive	On the south side from the east line of Center Street east to the east end of the street.
Ida Street	On both sides of the street from the east curb line of North College Street east to the

	end of the street.
Idaho Street	On the north side from Dallas Drive to Boulder Drive.
	On the south side of Idaho Street a distance of 25 feet west from the west curb line of Boulder Drive.
Independence Avenue	On both sides from Lincoln Street to Big Woods Road.
Iowa Highway 58/U.S. Highway 218	On both sides of said Highway from Greenhill Road north to the north city limits.
Iowa Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the west side between West Third Street and West 11th Street.
	On the east side from the south curb line of West Fourth Street south a distance of 40 feet.
	On the east side from the north curb line of West Fourth Street north a distance of 40 feet.
	On the east side from the south curb line of West 11th Street south a distance of 40 feet.
	On the east side from the north curb line of West 11th Street north a distance of 40 feet.
	On both sides from the south curb line of West 18th Street south a distance of 40 feet.
Ironwood Drive	On the west side from the north end of Erik Road south and east to the northwest edge of the cul-de-sac.
Irving Street	On the east side from 11th Street to 12th Street.
Jaclyn Street	On the west side from the north curb line of Lantz Avenue north to the end of the street.
Kaspand Place	On the east side from the south line of Pheasant Drive south to the north edge of the cul-de-sac.
Lake Street	On both sides from Central Avenue to Leverage Road.
Lantz (East)	On the north side from Center Street to Jackson Avenue.
Laurie Avenue	On the east side from the south curb line of Grand Boulevard south to the north curb line of Rainbow Drive.
Leversee Road	On the west side from Lincoln Street to the north city limits.
Lilac Lane	On the north side from Boulder Drive to Carlton Drive.
Lincoln Street	On both sides from Main Street east to the city limits.
Lone Tree Road	On both sides from Ford Road to Big Woods Road.
Longview (West)	On both sides from Central Avenue to Center Street.
Madison Street	On the north side from Belle Avenue to Ashland Drive.
	On the south side from the intersection of Belle Avenue east for a distance of 200 feet.
Main Street	On both sides from First Street north to the north end of the river bridge.
	On both sides between Sixth Street and the south city limits, except that parking is allowed from Sixth to 14th Street on Sundays between 7:00 a.m. and 1:00 p.m.
Main Street (North)	On the south side between the existing entrance of Calhoun Manufacturing Company and Second Avenue, between the hours of 8:00 a.m. and 5:00 p.m.
Mandalay Drive	On the north and west sides of the street from the north curb line of Grand Boulevard north and east to the west curb line of Park Drive.
Maplewood Drive	On both sides from Carlton Drive to Boulder Drive.
McClain Drive	On the east side from the south curb line of University Avenue south a distance of 77 feet.
	On the west side from the south curb line of University Avenue south a distance of 647

	feet.
Meadow View Circle	On the north side from the east curb line of Meadowlark Lane east to the northwest edge of the cul-de-sac.
Meadowlark Lane	On the east side from the south curb line of Erik Road south to the northeast edge of the cul-de-sac.
Melrose Court	On both sides of the street for its entire length, including the entire cul-de-sac.
Melrose Drive	On the north side from Linwood Drive west to Melrose Court.
	On the west side from Royal Drive to Seerley Boulevard from 7:00 a.m. to 5:00 p.m., Monday through Friday.
Merner Avenue	On the east side from the south curb line of West 19th Street south to the north curb line of West 22nd Street.
	On both sides from the south curb line of West 22nd Street south to the north curb line of West 23rd Street.
	On the west side from the north end of the bridge over Dry Run Creek south to the south end of the bridge.
Nordic Drive	On both sides of said street from Viking Road north to the end of said street.
	On the east side from Viking Road south a distance of 610 feet.
Norse Drive	On the west side from the south curb line of Erik Road south a distance of 25 feet.
North College Street	On the west side from the south line of Higby Drive south 75 feet.
Oak Avenue	On the north side from the north curb line of Madison Street north and west to the east curb line of Ashland Avenue.
Olive Street	On the east side from the south curb line of West First Street south to the south curb line of West 12th Street.
	On the east side from the south curb line of West 16th Street south to the north curb line of West 17th Street.
	On the west side from the south curb line of West 18th Street south to a point 75 feet south of the south curb line of West 18th Street.
	On the east side from the south curb line of West 18th Street south to the north curb line of West 21st Street.
Orchard Drive	On the south side from South Main Street Road to Rownd Street, between the hours of 7:00 a.m. and 6:00 p.m., on weekdays only, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days on which such holidays are observed.
	On the south side from Veralta Drive to Chapman Court.
Panther Lane	On the east side from University Avenue to Springbrook Drive.
	On the west side from the south curb line of University Avenue to the north curb line of the south leg of Starbeck Circle.
	On the west side from the south curb line of Starview Drive south a distance of 40 feet.
Park Drive	On both sides from Rainbow Drive to Park Circle.
Parker Street	On the south side from Belle Avenue to Victory Drive.
Parrish Street	On the east side from Rainbow Drive to West Winter Ridge Road.
Pearl Street	On the east side between First Street and Third Street.
	On the west side between First Street and a point 35 feet south of the south line of First Street.
	On the east side between the south curb line of West Eighth Street to the north curb line of West 11th Street.
Pendleton Drive	On the east and north sides from Quail Hollow Lane north and west to Lexington Drive.

Pheasant Drive	For a distance of 120 feet east of the centerline of the jog in Pheasant Drive and for a distance of 120 feet west of the center of the jog in Pheasant Drive.
Quail Hollow Lane	On the north side from Quail Run Lane west to the end of the street.
Quail Ridge Road	On the west side from West 12th Street south to Quail Hollow Lane.
Quail Run Lane	On the west side from Quail Ridge Road south to Quail Hollow Lane.
Rainbow Drive	On both sides from Waterloo Road to the east city limits.
Ravine Drive	On both sides from the north curb line of Forrest Road north to the south curb line of Willow Avenue.
Ridgeway Lane	On the west side from the east curb line of Merner Avenue east to the west curb line of Columbia Drive.
River Ridge Lane	On the north side from the west curb line of River Ridge Road north and west to the northeast edge of the cul-de-sac.
River Ridge Road	On the east, north and west sides from the easterly intersection of River Ridge Road with Timberledge Drive, northwest, west, and south to the westerly intersection with Timberledge Drive.
Rownd Street	On both sides from Rainbow Drive to Sunnyside Drive.
	On the east side from Sunnyside Drive to Greenhill Road.
	On both sides from Rainbow Drive to Sunnyside Drive except that parking is allowed from a point 60 feet south of Rainbow Drive on the west side of said street on Sundays between 8:00 a.m. and 1:00 p.m.
	On the east side from Sunnyside Drive to Greenhill Road.
	On the west side from the north line of Primrose Drive north a distance of 20 feet.
	Anywhere within the vehicle drop off lane located on the west side of Rownd Street adjacent to Orchard Hill School, from a point 141 feet north of the north curb line of Valley High Drive north to a point 365 feet north of the north curb line of Valley High Drive, except that parking is permitted in the angle parking area east of the raised curb which separates the vehicle drop off lane from the traveled portion of Rownd Street.
First Street (West)	On both sides between Main Street and the west city limits.
	On the west side from the south line of Primrose Drive south a distance of 40 feet.
Royal Drive	On both sides from Waterloo Road to Melrose Drive.
Russell Drive	On the east side from the south curb line of Sunnyside Drive south to the north curb line of Hawthorne Drive.
Sandahlwood Circle	From the intersection of the north curb line of Pheasant Drive with the west curb line of the east leg of Sandahlwood Circle, along such curb line of Sandahlwood Circle in a northerly, westerly and southerly direction to the intersection of the north curb line of Pheasant Drive with the east curb line of the west leg of Sandahlwood Circle.
Scenic Drive	On both sides from Cottonwood Lane north to the end of the street.
	On the east side from the south curb line of Cadillac Drive south to the north curb line of Sunray Drive.
	On the west side from the south curb line of Cadillac Drive south a distance of 250 feet, from 10:00 p.m. to 6:00 a.m. daily.
Schreiber Street	On the east side from the south end of the street north to the south curb line of Grand Boulevard.
	On the west side from the south end of the street north a distance of 70 feet.
Scoggin Street	On the east side from the north curb line of Newman Avenue north to the south curb line of Grand Boulevard.
Seerley Boulevard	On both sides between Clay Street and Valley Park Drive.
Shady Lane	On the east side from the north curb line of Terrace Drive north and east to the south

	curb line of Loma Street.
South Lawn Road	On the east side from the north line of Bonita Boulevard south a distance of 200 feet.
	On the west side from the south line of Bonita Boulevard south a distance of 60 feet.
	On the east side from the south curb line of Stanwood Drive south to the north curb line of Melendy Lane a distance of 240 feet.
Springbrook Drive	On the north side from Starview Drive east to Panther Lane.
Spruce Hills Drive	On the west and south sides, from the south curb line of Westgate Avenue to the west curb line of Estate Drive.
Starbeck Circle	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, along the north curb line of Starbeck Circle in a southwesterly, southerly, easterly and northeasterly direction to the intersection of the west right-of-way line, extended, of Panther Lane with the south leg of Starbeck Circle.
	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, southwest along the south curb line of Starbeck Circle a distance of approximately 545 feet, between 8:00 a.m. to 5:00 p.m. Monday through Friday.
Starview Drive	On the east side from the north curb line of Brookside Drive north to a point 240 feet north of the north curb line of Springbrook Drive.
	On the north, northwesterly and west sides of the street from the west curb line of Panther Lane in a westerly, southwesterly and southerly direction to a point 140 feet north of the north curb line of Springbrook Drive.
State Street	On the east side from the south curb line of East Seventh Street to the north curb line of East 18th Street.
	On the west side from the south curb line of East Fourth Street to the north curb line of Waterloo Road.
Summit Drive	On both sides from the north curb line of West 18th Street north a distance of 100 feet.
	On the west side from the south curb line of West 18th Street south to the north curb line of West 19th Street.
	On the east side from the south curb line of West 18th Street south a distance of 50 feet.
	On the east side from the north curb line of West 1 th Street north a distance of 50 feet.
Terrace Drive	On the north side from Cedar Heights Drive to a point 400 feet west of Neola Street.
	On the south side a distance of 165 feet west of the west line of Neola Street.
Timber Drive	On the east and north sides from the north curb line of Grand Boulevard north and west to the south curb line of Greenwood Avenue.
Timberledge Drive	On the north side from the east curb line of the westerly intersection of Timberledge Drive and River Ridge Road east to the west curb line of Westwood Drive.
Timberledge Place	On the east side from the west curb line of the easterly intersection of Timberledge Drive westerly to the north curb line of the westerly intersection with Timberledge Drive.
Tremont Street	On east side between Seventh Street and Eighth Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side of said street for a distance of 60 feet north of the curb line of 18th Street (West).

	On the east side from the south curb line of West 18th Street south to the north curb line of West 22nd Street.
Tucson Drive	On the west side from University Avenue to Arizona Road.
	On the east side from University Avenue to a point 40 feet south of the south right-of-way line of Idaho Road.
Utility Parkway	On the west and north sides from the east curb line of Waterloo Road northerly and easterly to the entrance to Washington Park.
University Avenue	On both sides from the east city limits to the west city limits.
Valley Park Drive	On the west side from the north curb line of University Avenue north a distance of 110 feet.
	On the east side from University Avenue north to Waterloo Road.
Victory Drive	On the west side from the south curb line of Rainbow Drive south a distance of 40 feet.
	On the east side from the south curb line of Rainbow Drive south a distance of 150 feet.
Viking Road	On both sides from the east curb line of Highway 58 east to the west curb line of Cedar Heights Drive.
	On both sides from the west curb line of Highway 58 west to the east curb line of Hudson Road.
	On both sides from the west curb line of Hudson Road west to the west city limits.
Vine Street cul-de-sac	Around the entire length of the cul-de-sac a distance of 240 feet from the north line of the Cedar Street right-of-way.
Virgil Street	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Walnut Street	On the west side from the north curb line of 18th Street north a distance of 80 feet.
	On both sides from the north curb line of 13th Street north a distance of 40 feet.
	On the west side from the south curb line of 13th Street south a distance of 60 feet.
	On the east side from the south curb line of 13th Street south a distance of 15 feet.
Washington Street	On the west side from the north curb line of West Sixth Street north a distance of 35 feet.
	On the east side from 10th Street to 18th Street.
	On the east side from west Sixth Street to West 10th Street, except from 3:00 p.m. Saturday to 1:00 p.m. Sunday.
	On the east side from the West First Street to West Sixth Street.
	On the west side from the north curb line of West Seventh Street north a distance of 100 feet.
Waterloo Road	On both sides from the east curb line of Main Street east to University Avenue.
West Gate Avenue	On the south side from South Main Street to Heritage Road.
	On the north side from the west line of Heritage Road west a distance of 40 feet.
Westminster Drive	On both sides of said street from Nordic Drive to the end of said street.
Whiteway Drive	On both sides for the entire length of the street.
Willow Avenue	On the north side from the west curb line of Ravine Drive west to the east curb line of Westwood Drive.
Winters Drive	On the south side of the east-west portion of Winters Drive from the east edge of the enlarged semi-circular corner east to the east end of the street.
	On the east side of the north-south portion of Winters Drive from the south line of Hunter Drive south to the north edge of the enlarged semi-circular corner.

(Ord. No. 2945, § 2, 6-17-2019)

Created: 2021-04-12 12:55:40 [EST]

(Supp. No. 9)

Daily Invoices for Council Meeting 06/20/22

Item 41.

PREPARED 06/14/2022, 10:05:52
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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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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										
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE										
2017		11/22 AP		05/24/22	0006230	IOWA DEPT.OF REVENUE	799.52		06/01/22	
						RECREATION				
2017		11/22 AP		05/10/22	0006227	IOWA DEPT.OF REVENUE	696.65		06/01/22	
						RECREATION				
						SEMI MONTHLY SALES TAX				
						SEMI MONTLY SALES TAX				
						ACCOUNT TOTAL	1,496.17	.00	1,496.17	
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2017		11/22 AP		05/12/22	0006235	ISOLVED BENEFIT SERVICES, INC	17.30		06/01/22	
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	17.30	.00	17.30	
101-1028-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2100		12/22 AP		04/14/22	0397051	AGUIAR, KATHERINE	149.76		06/01/22	
						RMB:MILEAGE-EMPLOY.SEMIN.				
						DES MOINES				
						ACCOUNT TOTAL	149.76	.00	149.76	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
2017		11/22 AP		05/31/22	0006224	FARMERS STATE BANK	20.00		06/01/22	
						OUTGOING WIRE FEE				
						MIDWEST BANK CDS				
2017		11/22 AP		05/31/22	0006225	FARMERS STATE BANK	20.00		06/01/22	
						OUTGOING WIRE FEE				
						US BANK CDS				
2017		11/22 AP		05/18/22	0006222	FARMERS STATE BANK	20.00		06/01/22	
						VOYA OUTGOING WIRE				
						05/20/22 PAYROLL				
2017		11/22 AP		05/04/22	0006221	FARMERS STATE BANK	20.00		06/01/22	
						VOYA OUTGOING WIRE				
						05/06/22 PAYROLL				
						ACCOUNT TOTAL	80.00	.00	80.00	
101-1038-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2017		11/22 AP		05/12/22	0006235	ISOLVED BENEFIT SERVICES, INC	67.98		06/01/22	
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	67.98	.00	67.98	
101-1038-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE										
2100		12/22 AP		05/11/22	0397056	REIMERS, LIESEL	4,466.49		06/01/22	
						TUITION REIMBURSEMENT				
						DATA ANALYSIS;CRIMINOLOGY				
						ACCOUNT TOTAL	4,466.49	.00	4,466.49	

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FUND 101 GENERAL FUND										
101-1038-441.81-56						PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG				
2017		11/22 AP		05/17/22	0006223	FARMERS STATE BANK	1,750.00			06/01/22
						WELLNESS REC REWARD				
2017		11/22 AP		05/17/22	0006223	FARMERS STATE BANK	250.00			06/01/22
						WELLNESS REC REWARD				
						50 VISA GIFT CARDS FEES				
						ACCOUNT TOTAL	2,000.00	.00	2,000.00	
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105										
2017		11/22 AP		05/06/22	0006234	ISOLVED BENEFIT SERVICES, INC	714.15			06/01/22
						CAFE ADMIN FEE-APR'22				
						ACCOUNT TOTAL	714.15	.00	714.15	
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2017		11/22 AP		05/12/22	0006235	ISOLVED BENEFIT SERVICES, INC	190.73			06/01/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	190.73	.00	190.73	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2017		11/22 AP		05/02/22	0006242	PROFESSIONAL SOLUTIONS	15.06			06/01/22
						APRIL CREDIT CARD FEES				
						ACCOUNT TOTAL	15.06	.00	15.06	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES	66.24			06/03/22
						UTILITIES THRU 05/13/22				
2017		11/22 AP		05/02/22	0006239	PROFESSIONAL SOLUTIONS	61.13			06/01/22
						APRIL CREDIT CARD FEES				
						ACCOUNT TOTAL	127.37	.00	127.37	
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2115		12/22 AP		05/17/22	0397096	SHEETZ, STEPHANIE HOUK	17.29			06/03/22
						RMB:MEAL-MAIN ST.NOW CONF				
						RICHMOND, VA				
						ACCOUNT TOTAL	17.29	.00	17.29	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
2168		12/22 AP		06/10/22	0397152	CEDAR FALLS MUNICIPAL BAND	145.71			06/13/22
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	145.71	.00	145.71	

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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											
101-2235-412	89-15	MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
2017		11/22	AP	05/02/22	0006244	PROFESSIONAL SOLUTIONS	945.26		06/01/22		
		APRIL CREDIT CARD FEES									
2017		11/22	AP	05/02/22	0006245	PROFESSIONAL SOLUTIONS	568.21		06/01/22		
		APRIL CREDIT CARD FEES									
		ACCOUNT TOTAL						1,513.47	.00	1,513.47	
101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE											
2100		12/22	AP	05/31/22	0397057	RODNEY & RICKI DIESER	5,000.00		06/01/22		
		2/2 DNPMT.RENT.CONV.INCNT 610 WEST 28TH STREET									
		ACCOUNT TOTAL						5,000.00	.00	5,000.00	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
2115		12/22	AP	06/01/22	0397095	MERICAL, TYLER CHARLES	67.50		06/03/22		
		UMPIRING-06/01/22									
		ACCOUNT TOTAL						67.50	.00	67.50	
101-2253-423.85-01 UTILITIES / UTILITIES											
2115		12/22	AP	05/13/22	0397091	CEDAR FALLS UTILITIES	203.07		06/03/22		
		UTILITIES THRU 05/13/22									
		ACCOUNT TOTAL						203.07	.00	203.07	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS											
2115		12/22	AP	06/02/22	0397094	MARCY TROWER	75.00		06/03/22		
		REFUND-SHELTER RENTAL									
2133		12/22	AP	03/20/22	0397119	KATHRYN BRALEY	50.00		06/07/22		
		REFUND-CLASS CANCELLED									
		ACCOUNT TOTAL						125.00	.00	125.00	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES											
2017		11/22	AP	05/02/22	0006247	PROFESSIONAL SOLUTIONS	6.95		06/01/22		
		APRIL CREDIT CARD FEES									
2017		11/22	AP	05/02/22	0006248	PROFESSIONAL SOLUTIONS	6.95		06/01/22		
		APRIL CREDIT CARD FEES									
2017		11/22	AP	05/02/22	0006249	PROFESSIONAL SOLUTIONS	586.26		06/01/22		
		APRIL CREDIT CARD FEES									
2017		11/22	AP	05/02/22	0006240	PROFESSIONAL SOLUTIONS	347.30		06/01/22		
		APRIL CREDIT CARD FEES									
		ACCOUNT TOTAL						947.46	.00	947.46	

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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										
101-2280-423.89-14						MISCELLANEOUS SERVICES / REFUNDS				
2115				12/22	AP 05/31/22 0397092	JANE STRIKE	500.00			06/03/22
						REFUND-SECURITY DEPOSIT				
2115				12/22	AP 05/31/22 0397090	CATHY DESOTO	500.00			06/03/22
						REFUND-SECURITY DEPOSIT				
						ACCOUNT TOTAL	1,000.00	.00		1,000.00
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
2017				11/22	AP 05/11/22 0006211	CLOVER APP	12.66			06/01/22
						MERCHANT SUBSCRIPTION FEE				
2017				11/22	AP 05/02/22 0006237	PROFESSIONAL SOLUTIONS	6.95			06/01/22
						APRIL CREDIT CARD FEES				
2017				11/22	AP 05/02/22 0006240	PROFESSIONAL SOLUTIONS	532.03			06/01/22
						APRIL CREDIT CARD FEES				
2017				11/22	AP 05/02/22 0006241	PROFESSIONAL SOLUTIONS	144.54			06/01/22
						APRIL CREDIT CARD FEES				
						ACCOUNT TOTAL	696.18	.00		696.18
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2017				11/22	AP 05/12/22 0006235	ISOLVED BENEFIT SERVICES, INC	237.15			06/01/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	237.15	.00		237.15
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2115				12/22	AP 06/01/22 0397089	BOSTWICK, JOHN	69.51			06/03/22
						RMB:FOOD-FIRE ON CLAY ST. INCIDENT# 22-0041970				
						ACCOUNT TOTAL	69.51	.00		69.51
101-4511-414.85-01 UTILITIES / UTILITIES										
2115				12/22	AP 05/13/22 0397091	CEDAR FALLS UTILITIES	318.17			06/03/22
						UTILITIES THRU 05/13/22				
						ACCOUNT TOTAL	318.17	.00		318.17
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2017				11/22	AP 05/12/22 0006235	ISOLVED BENEFIT SERVICES, INC	30.00			06/01/22
						HEALTH INS. REIMBURSEMENT				
2017				11/22	AP 05/12/22 0006235	ISOLVED BENEFIT SERVICES, INC	57.62			06/01/22
						HEALTH INS. REIMBURSEMENT				
2017				11/22	AP 05/12/22 0006235	ISOLVED BENEFIT SERVICES, INC	135.25			06/01/22
						HEALTH INS. REIMBURSEMENT				

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FUND 101 GENERAL FUND										
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT						continued				
ACCOUNT TOTAL							222.87	.00	222.87	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2115				12/22	AP 05/13/22 0397091	CEDAR FALLS UTILITIES	36.16			06/03/22
						UTILITIES THRU 05/13/22				
2017				11/22	AP 05/02/22 0006238	PROFESSIONAL SOLUTIONS	14.04			06/01/22
						APRIL CREDIT CARD FEES				
ACCOUNT TOTAL							50.20	.00	50.20	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2160				12/22	AP 05/31/22 0397148	ZOLONDEK, JOHN	18.15			06/09/22
						RMB:MEALS-FIREARMS TRNG. RAYMOND				
2133				12/22	AP 05/27/22 0397123	MERCADO, JAVIER	28.31			06/07/22
						RMB:MEALS-FIREARMS TRNG. RAYMOND;LUCK/MERCADO				
2133				12/22	AP 05/27/22 0397115	HOEFT, MORGAN	973.89			06/07/22
						RMB:TRAVEL-HOSTAGE NEGOT. SPRINGFIELD, MO				
2100				12/22	AP 05/18/22 0397053	LECHTENBERG, AUSTIN	38.10			06/01/22
						RMB:MEALS-EVID.BASED INT. WATERLOO				
2100				12/22	AP 05/13/22 0397052	KOHLIS, BRENNAN	97.08			06/01/22
						RMB:TRVL-CONNECT.THE DOTS JOHNSTON				
ACCOUNT TOTAL							1,155.53	.00	1,155.53	
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY										
2168				12/22	AP 06/03/22 0397157	SCHARNAU, DYLAN	182.03			06/13/22
						RMB:FUEL-ILEA ACADEMY JOHNSTON				
2100				12/22	AP 06/01/22 0397054	LUCK, ASHLEY	300.00			06/01/22
						RMB:MEALS-JUNE-CR ACADEMY PER DIEM				
ACCOUNT TOTAL							482.03	.00	482.03	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2160				12/22	AP 06/01/22 0397141	CARMAN, GAVIN	117.65			06/09/22
						RMB:UNIFORM ALLOWANCE RUNNING WAREHOUSE				
2133				12/22	AP 05/26/22 0397101	BRUGGEMAN, KALEB	96.00			06/07/22
						RMB:UNIFORM ALLOWANCE 5.11 TACTICAL				
2160				12/22	AP 05/23/22 0397144	MCNAMARA, SHEA	68.87			06/09/22
						RMB:UNIFORM ALLOWANCE REEBOK				
ACCOUNT TOTAL							282.52	.00	282.52	
101-6613-433.85-01 UTILITIES / UTILITIES										

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FUND 101 GENERAL FUND									
101-6613-433.85-01						UTILITIES / UTILITIES			
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES	555.16		06/03/22
						UTILITIES THRU 05/13/22			
						ACCOUNT TOTAL	555.16	.00	555.16
101-6616-446.85-01 UTILITIES / UTILITIES									
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES	2,000.84		06/03/22
						UTILITIES THRU 05/13/22			
						ACCOUNT TOTAL	2,000.84	.00	2,000.84
101-6623-423.85-01 UTILITIES / UTILITIES									
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES	319.25		06/03/22
						UTILITIES THRU 05/13/22			
						ACCOUNT TOTAL	319.25	.00	319.25
101-6633-423.85-01 UTILITIES / UTILITIES									
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES	1,047.84		06/03/22
						UTILITIES THRU 05/13/22			
						ACCOUNT TOTAL	1,047.84	.00	1,047.84
						FUND TOTAL	25,781.76	.00	25,781.76
FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05						TRANSFERS OUT / TRANSFERS - TIF			
2168		12/22 AP		06/10/22	0397155	DEBT SERVICE	399.53		06/13/22
						PROPERTY TAX PAYMENT			
2168		12/22 AP		06/10/22	0397151	CAPITAL PROJECTS FUND	20,820.01		06/13/22
						PROPERTY TAX PAYMENT			
2168		12/22 AP		06/10/22	0397151	CAPITAL PROJECTS FUND	222.60		06/13/22
						PROPERTY TAX PAYMENT			
2168		12/22 AP		06/10/22	0397151	CAPITAL PROJECTS FUND	4,230.16		06/13/22
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	25,672.30	.00	25,672.30
						FUND TOTAL	25,672.30	.00	25,672.30

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES UTILITIES THRU 05/13/22	128.28			06/03/22
ACCOUNT TOTAL							128.28	.00	128.28	
206-6647-436.85-01 UTILITIES / UTILITIES										
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES UTILITIES THRU 05/13/22	1,061.19			06/03/22
ACCOUNT TOTAL							1,061.19	.00	1,061.19	
FUND TOTAL							1,189.47	.00	1,189.47	
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										
2088		12/22 AP		06/01/22	0038572	RINNELS, DOUGLAS G.	304.00			05/31/22
HAP_Wierck L 062022										
2088		12/22 AP		06/01/22	0038524	CHESTNUT, SHAWN	502.00			05/31/22
HAP_Chestnut N 062022										
2088		12/22 AP		06/01/22	0038585	WEVERINK, TOM	489.00			05/31/22
HAP_Stewart J 062022										
2088		12/22 AP		06/01/22	0038536	EXCEPTIONAL PERSONS, INC.	320.00			05/31/22
HAP_Poldberg J 062022										
2088		12/22 AP		06/01/22	0038536	EXCEPTIONAL PERSONS, INC.	388.00			05/31/22
HAP_Nissen A 062022										
2088		12/22 AP		06/01/22	0038536	EXCEPTIONAL PERSONS, INC.	424.00			05/31/22
HAP_Myers J 062022										
2088		12/22 AP		06/01/22	0038536	EXCEPTIONAL PERSONS, INC.	190.00			05/31/22
HAP_Anderson B 062022										
2088		12/22 AP		06/01/22	0038536	EXCEPTIONAL PERSONS, INC.	420.00			05/31/22
HAP_Blake M 062022										
2088		12/22 AP		06/01/22	0038536	EXCEPTIONAL PERSONS, INC.	115.00			05/31/22
HAP_Houdek C 062022										
2088		12/22 AP		06/01/22	0038543	GOLD FALLS VILLA	460.00			05/31/22
HAP_Shuman J 062022										
2088		12/22 AP		06/01/22	0038584	WEVERINK, RANDY	725.00			05/31/22
HAP_Archer D 062022										
2088		12/22 AP		06/01/22	0038539	GEELAN, JOSEPH N.	369.00			05/31/22
HAP_Juhl A 062022										
2088		12/22 AP		06/01/22	0038539	GEELAN, JOSEPH N.	353.00			05/31/22
HAP_Becker T 062022										
2088		12/22 AP		06/01/22	0038515	BARTELT PROPERTIES L.C.	558.00			05/31/22
HAP_Woodward C 062022										
2088		12/22 AP		06/01/22	0038515	BARTELT PROPERTIES L.C.	1,018.00			05/31/22

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
2088		HAP Avino G 062022		12/22 AP 06/01/22	0038515	BARTELT PROPERTIES L.C.	509.00			05/31/22
2088		HAP Luck L 062022		12/22 AP 06/01/22	0038533	EDGE MANAGEMENT GROUP, LLC	764.00			05/31/22
2088		HAP Young C 062022		12/22 AP 06/01/22	0038528	COOK CO.HOUSING AUTHORITY	219.00			05/31/22
2088		HAP Goldstein K 062022		12/22 AP 06/01/22	0038586	WILKEN PROPERTIES, LLC	536.00			05/31/22
2088		HAP Barfels K 062022		12/22 AP 06/01/22	0038571	PURDY PROPERTIES, LLC	896.00			05/31/22
2088		HAP Cummings A 062022		12/22 AP 06/01/22	0038517	BETH N BROS LLC	853.00			05/31/22
2088		HAP Beaman D 062022		12/22 AP 06/01/22	0038531	D & J PROPERTIES	509.00			05/31/22
2088		HAP Grant F 062022		12/22 AP 06/01/22	0038531	D & J PROPERTIES	314.00			05/31/22
2088		HAP Rogers S 062022		12/22 AP 06/01/22	0038531	D & J PROPERTIES	616.00			05/31/22
2088		HAP Terry M 062022		12/22 AP 06/01/22	0038531	D & J PROPERTIES	336.00			05/31/22
2088		HAP Wilson T 062022		12/22 AP 06/01/22	0038531	D & J PROPERTIES	464.00			05/31/22
2088		HAP Redd S 062022		12/22 AP 06/01/22	0038530	CV PROPERTIES, LLC	509.00			05/31/22
2088		HAP Langel A 062022		12/22 AP 06/01/22	0038530	CV PROPERTIES, LLC	383.00			05/31/22
2088		HAP Barr G 062022		12/22 AP 06/01/22	0038576	STANDARD FAMILY ASSIST.LIVING	261.00			05/31/22
2088		HAP Refshauge T 062022		12/22 AP 06/01/22	0038521	CEDAR APARTMENTS LLC	133.00			05/31/22
2088		HAP Groskurth D 062022		12/22 AP 06/01/22	0038521	CEDAR APARTMENTS LLC	233.00			05/31/22
2088		HAP Becerra C 062022		12/22 AP 06/01/22	0038547	HAUS TO HOME INVESTMENTS	285.00			05/31/22
2088		HAP Lehr B 062022		12/22 AP 06/01/22	0038574	SCHUERMAN PROPERTIES, LLC	835.00			05/31/22
2088		HAP Boehmer R 062022		12/22 AP 06/01/22	0038579	SWEETING, LARRY	753.00			05/31/22
2088		HAP Schumacher D 062022		12/22 AP 06/01/22	0038581	THUNDER RIDGE SR.APARTMENTS L	495.00			05/31/22
2088		HAP Howe J 062022		12/22 AP 06/01/22	0038581	THUNDER RIDGE SR.APARTMENTS L	236.00			05/31/22
2088		HAP Wray M 062022		12/22 AP 06/01/22	0038581	THUNDER RIDGE SR.APARTMENTS L	223.00			05/31/22
2088		HAP Schlueter J 062022		12/22 AP 06/01/22	0038581	THUNDER RIDGE SR.APARTMENTS L	394.00			05/31/22
2088		HAP Hayden J 062022		12/22 AP 06/01/22	0038581	THUNDER RIDGE SR.APARTMENTS L	134.00			05/31/22
2088		HAP Brown J 062022								

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	458.00		05/31/22	
					HAP Shelton S 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	414.00		05/31/22	
					HAP Greene L 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	171.00		05/31/22	
					HAP Garvis C 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	257.00		05/31/22	
					HAP Stevens R 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	280.00		05/31/22	
					HAP Vognsen P 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	499.00		05/31/22	
					HAP Graves D 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	422.00		05/31/22	
					HAP Good S 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	368.00		05/31/22	
					HAP Wright S 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	287.00		05/31/22	
					HAP Ford M 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	497.00		05/31/22	
					HAP Henning S 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	114.00		05/31/22	
					HAP Lenz J 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	466.00		05/31/22	
					HAP Turner S 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	439.00		05/31/22	
					HAP Strickland L 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	215.00		05/31/22	
					HAP Martin H 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	211.00		05/31/22	
					HAP Matthias L 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	405.00		05/31/22	
					HAP Lebahn B 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	468.00		05/31/22	
					HAP Hoth P 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	503.00		05/31/22	
					HAP Stegen R 062022					
2088				12/22	AP 06/01/22 0038581	THUNDER RIDGE SR.APARTMENTS L	193.00		05/31/22	
					HAP Stock M 062022					
2088				12/22	AP 06/01/22 0038542	GLENN, MATTHEW	279.00		05/31/22	
					HAP Clayton R 062022					
2088				12/22	AP 06/01/22 0038582	VILLAGE I AT NINE23 APARTMENT	287.00		05/31/22	
					HAP Ford D 062022					
2088				12/22	AP 06/01/22 0038582	VILLAGE I AT NINE23 APARTMENT	425.00		05/31/22	
					HAP Smith W 062022					
2088				12/22	AP 06/01/22 0038582	VILLAGE I AT NINE23 APARTMENT	579.00		05/31/22	
					HAP Ducharme T 062022					
2088				12/22	AP 06/01/22 0038582	VILLAGE I AT NINE23 APARTMENT	401.00		05/31/22	
					HAP Aswegan S 062022					
2088				12/22	AP 06/01/22 0038582	VILLAGE I AT NINE23 APARTMENT	368.00		05/31/22	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
2088				12/22	AP 06/01/22 0038582	HAP Cameron J 062022 VILLAGE I AT NINE23 APARTMENT	454.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Swartley J 062022 VILLAGE I AT NINE23 APARTMENT	430.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Brandt D 062022 VILLAGE I AT NINE23 APARTMENT	454.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Moore D 062022 VILLAGE I AT NINE23 APARTMENT	327.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Greene D 062022 VILLAGE I AT NINE23 APARTMENT	226.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Bradley J 062022 VILLAGE I AT NINE23 APARTMENT	106.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Dixon S 062022 VILLAGE I AT NINE23 APARTMENT	536.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Clark T 062022 VILLAGE I AT NINE23 APARTMENT	73.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Porter J 062022 VILLAGE I AT NINE23 APARTMENT	350.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Harper S 062022 VILLAGE I AT NINE23 APARTMENT	687.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Henderson D 062022 VILLAGE I AT NINE23 APARTMENT	232.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Havlik C 062022 VILLAGE I AT NINE23 APARTMENT	427.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Temple S 062022 VILLAGE I AT NINE23 APARTMENT	430.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Gordon Jr. T 062022 VILLAGE I AT NINE23 APARTMENT	254.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Aswegan J 062022 VILLAGE I AT NINE23 APARTMENT	489.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Prior L 062022 VILLAGE I AT NINE23 APARTMENT	237.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Vaughn S 062022 VILLAGE I AT NINE23 APARTMENT	455.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Redd A 062022 VILLAGE I AT NINE23 APARTMENT	506.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Smith T 062022 VILLAGE I AT NINE23 APARTMENT	453.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Nelson B 062022 VILLAGE I AT NINE23 APARTMENT	318.00		05/31/22	
2088				12/22	AP 06/01/22 0038582	HAP Duesenberg J 062022 VILLAGE I AT NINE23 APARTMENT	569.00		05/31/22	
2088				12/22	AP 06/01/22 0038522	HAP Fry S 062022 CEDAR FALLS UTILITIES-SEC.8	171.00		05/31/22	
2088				12/22	AP 06/01/22 0038522	Archer 7038175862 CEDAR FALLS UTILITIES-SEC.8	78.00		05/31/22	
2088				12/22	AP 06/01/22 0038522	BALM 4535924167 CEDAR FALLS UTILITIES-SEC.8	46.00		05/31/22	
						Rule 9816666531				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
2088		12/22 AP		06/01/22	0038522	CEDAR FALLS UTILITIES-SEC.8	149.00		05/31/22	
	Archer	9095290344								
2088		12/22 AP		06/01/22	0038522	CEDAR FALLS UTILITIES-SEC.8	14.00		05/31/22	
	Guzzle	7174748062								
2088		12/22 AP		06/01/22	0038522	CEDAR FALLS UTILITIES-SEC.8	4.00		05/31/22	
	Forney	5525104763								
2088		12/22 AP		06/01/22	0038522	CEDAR FALLS UTILITIES-SEC.8	28.00		05/31/22	
	Ross	3100498948								
2088		12/22 AP		06/01/22	0038522	CEDAR FALLS UTILITIES-SEC.8	122.00		05/31/22	
	Grisby	3375820084								
2088		12/22 AP		06/01/22	0038522	CEDAR FALLS UTILITIES-SEC.8	111.00		05/31/22	
	Jurries	7681775462								
2088		12/22 AP		06/01/22	0038522	CEDAR FALLS UTILITIES-SEC.8	206.00		05/31/22	
	Lowe	8726127079								
2088		12/22 AP		06/01/22	0038522	CEDAR FALLS UTILITIES-SEC.8	54.00		05/31/22	
	BRINER	6898932426								
2088		12/22 AP		06/01/22	0038522	CEDAR FALLS UTILITIES-SEC.8	101.00		05/31/22	
	Prior	5694286669								
2088		12/22 AP		06/01/22	0038562	MALBEC PROPERTIES, LLC	416.00		05/31/22	
	HAP_Smith T	062022								
2088		12/22 AP		06/01/22	0038562	MALBEC PROPERTIES, LLC	410.00		05/31/22	
	HAP_Himes G	062022								
2088		12/22 AP		06/01/22	0038562	MALBEC PROPERTIES, LLC	428.00		05/31/22	
	HAP_Halterman A	062022								
2088		12/22 AP		06/01/22	0038562	MALBEC PROPERTIES, LLC	424.00		05/31/22	
	HAP_Hepker D	062022								
2088		12/22 AP		06/01/22	0038562	MALBEC PROPERTIES, LLC	225.00		05/31/22	
	HAP_Stevens B	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	688.00		05/31/22	
	HAP_Hoffert J	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	533.00		05/31/22	
	HAP_Hunt M	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	216.00		05/31/22	
	HAP_Sherwood S	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	643.00		05/31/22	
	HAP_Dyer A	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	141.00		05/31/22	
	HAP_Schwaab A	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	439.00		05/31/22	
	HAP_Ross Z	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	589.00		05/31/22	
	HAP_Keys A	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	631.00		05/31/22	
	HAP_Ricks F	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	81.00		05/31/22	
	HAP_Hall T	062022								
2088		12/22 AP		06/01/22	0038525	CHRISTOPHERSON RENTALS	477.00		05/31/22	
	HAP_Sumerall T	062022								
2088		12/22 AP		06/01/22	0038564	MELICK, KENT L.	615.00		05/31/22	

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
2088		HAP_Drewelow D 062022		12/22 AP 06/01/22	0038570 PETERSEN, RANDEL	753.00		05/31/22	
2088		HAP_Brown S 062022		12/22 AP 06/01/22	0038565 MHP 2216 LINCOLN STREET, LLC	460.00		05/31/22	
2088		HAP_Wilder S 062022		12/22 AP 06/01/22	0038565 MHP 2216 LINCOLN STREET, LLC	575.00		05/31/22	
2088		HAP_Rule S 062022		12/22 AP 06/01/22	0038565 MHP 2216 LINCOLN STREET, LLC	316.00		05/31/22	
2088		HAP_Cochran S 062022		12/22 AP 06/01/22	0038565 MHP 2216 LINCOLN STREET, LLC	451.00		05/31/22	
2088		HAP_Malone S 062022		12/22 AP 06/01/22	0038565 MHP 2216 LINCOLN STREET, LLC	369.00		05/31/22	
2088		HAP_Jones T 062022		12/22 AP 06/01/22	0038541 GLEESON II, JAMES G.	800.00		05/31/22	
2088		HAP_Prior D 062022		12/22 AP 06/01/22	0038535 EPM IOWA	618.00		05/31/22	
2088		HAP_Thompson T 062022		12/22 AP 06/01/22	0038535 EPM IOWA	411.00		05/31/22	
2088		HAP_Frisch K 062022		12/22 AP 06/01/22	0038532 DC MANAGEMENT, LLC	480.00		05/31/22	
2088		HAP_White M 062022		12/22 AP 06/01/22	0038559 KROEMER, KRAIG	291.00		05/31/22	
2088		HAP_Currie L 062022		12/22 AP 06/01/22	0038561 LEGACY RESIDENTIAL	291.00		05/31/22	
2088		HAP_Jordan L 062022		12/22 AP 06/01/22	0038567 OWL INVESTMENTS, LLC	509.00		05/31/22	
2088		HAP_Schroeder S 062022		12/22 AP 06/01/22	0038529 CRESCENT CONDOMINIUMS, LLC	435.00		05/31/22	
2088		HAP_Lohr K 062022		12/22 AP 06/01/22	0038546 HARRINGTON'S RENTAL LLC	611.00		05/31/22	
2088		HAP_Larronda E 062022		12/22 AP 06/01/22	0038537 FERNHOLZ, KARI L.	794.00		05/31/22	
2088		HAP_Carlton D 062022		12/22 AP 06/01/22	0038573 ROGERS, DERICK	1,217.00		05/31/22	
2088		HAP_Santiago-Lebro 062022		12/22 AP 06/01/22	0038573 ROGERS, DERICK	825.00		05/31/22	
2088		HAP_Sherwood J 062022		12/22 AP 06/01/22	0038554 KAI, BRENT	278.00		05/31/22	
2088		HAP_Hamilton T 062022		12/22 AP 06/01/22	0038575 STAND FIRM PROPERTIES LLC	395.00		05/31/22	
2088		HAP_Hodge G 062022		12/22 AP 06/01/22	0038589 WYMORE, LARRY R.	532.00		05/31/22	
2088		HAP_MOFFETT J 062022		12/22 AP 06/01/22	0038552 JDR PROPERTIES, INC.	161.00		05/31/22	
2088		HAP_Poock V 062022		12/22 AP 06/01/22	0038588 WINGSB, LLC	358.00		05/31/22	
2088		HAP_Johnson A 062022		12/22 AP 06/01/22	0038553 JLL EXTENDED STAY INN	191.00		05/31/22	
2088		HAP_Zanders D 062022							

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
2088		12/22 AP		06/01/22	0038553	JLL EXTENDED STAY INN	319.00		05/31/22	
		HAP_Moore E 062022								
2088		12/22 AP		06/01/22	0038560	LARSEN RENTALS LLC	484.00		05/31/22	
		HAP_Boyd J 062022								
2088		12/22 AP		06/01/22	0038560	LARSEN RENTALS LLC	800.00		05/31/22	
		HAP_Grisby C 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	423.00		05/31/22	
		HAP_Cruise B 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	461.00		05/31/22	
		HAP_Garrigus S 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	424.00		05/31/22	
		HAP_Billman D 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	189.00		05/31/22	
		HAP_Hoodjer S 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	332.00		05/31/22	
		HAP_Frazier T 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	424.00		05/31/22	
		HAP_Lam K 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	436.00		05/31/22	
		HAP_Humphrey E 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	380.00		05/31/22	
		HAP_Wiedow C 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	580.00		05/31/22	
		HAP_BALM D 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	676.00		05/31/22	
		HAP_Wilson S 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	722.00		05/31/22	
		HAP_Forney A 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	319.00		05/31/22	
		HAP_Saccento J 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	461.00		05/31/22	
		HAP_Harken G 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	357.00		05/31/22	
		HAP_OBrien N 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	100.00		05/31/22	
		HAP_Rogers E 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	179.00		05/31/22	
		HAP_Humphrey J 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	328.00		05/31/22	
		HAP_Dzapo S 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	333.00		05/31/22	
		HAP_Harmon A 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	703.00		05/31/22	
		HAP_Miller K 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	435.00		05/31/22	
		HAP_Haug K 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	163.00		05/31/22	
		HAP_Mullins J 062022								
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	139.00		05/31/22	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
						HAP Nielsen J 062022				
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	251.00			05/31/22
						HAP Lane S 062022				
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	436.00			05/31/22
						HAP Loffredo C 062022				
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	539.00			05/31/22
						HAP Willis C 062022				
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	37.00			05/31/22
						HAP Reams L 062022				
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	367.00			05/31/22
						HAP Wilson J 062022				
2088		12/22 AP		06/01/22	0038583	VILLAGE II AT NINE23 APARTMEN	20.00			05/31/22
						HAP O'dell J 062022				
2088		12/22 AP		06/01/22	0038548	HOUSING AUTHORITY OF JOLIET	1,067.00			05/31/22
						HAP Wilson Q 062022				
2088		12/22 AP		06/01/22	0038548	HOUSING AUTHORITY OF JOLIET	1,960.00			05/31/22
						HAP Payne I 062022				
2088		12/22 AP		06/01/22	0038549	HOWARD, BRAD	1,008.00			05/31/22
						HAP Thrower M 062022				
2088		12/22 AP		06/01/22	0038558	KREMER PROPERTIES LLC	422.00			05/31/22
						HAP Mulanax W 062022				
2088		12/22 AP		06/01/22	0038557	KRAAYENBRINK, RANDY L.	715.00			05/31/22
						HAP Maltas M 062022				
2088		12/22 AP		06/01/22	0038557	KRAAYENBRINK, RANDY L.	654.00			05/31/22
						HAP Cafferty M 062022				
2088		12/22 AP		06/01/22	0038557	KRAAYENBRINK, RANDY L.	852.00			05/31/22
						HAP Ewing J 062022				
2088		12/22 AP		06/01/22	0038526	CNC INVESTMENTS, LLC	985.00			05/31/22
						HAP Carrillo D 062022				
2088		12/22 AP		06/01/22	0038518	BUTLER, MICHAEL	495.00			05/31/22
						HAP Cochran C 062022				
2088		12/22 AP		06/01/22	0038550	HUNTER PROPERTY LLC	768.00			05/31/22
						HAP Thompson L 062022				
2088		12/22 AP		06/01/22	0038545	HAGEDORN, JEREMIAH	826.00			05/31/22
						HAP Gottfried L 062022				
2088		12/22 AP		06/01/22	0038578	SUNRISE PROPERTIES LLC	499.00			05/31/22
						HAP Lake L 062022				
2088		12/22 AP		06/01/22	0038556	KOG PROPERTIES LLC	1,300.00			05/31/22
						HAP Archer A 062022				
2088		12/22 AP		06/01/22	0038556	KOG PROPERTIES LLC	1,121.00			05/31/22
						HAP Atkins T 062022				
2088		12/22 AP		06/01/22	0038544	GOV, LLC	1,100.00			05/31/22
						HAP Guzzle T 062022				
2088		12/22 AP		06/01/22	0038520	CARL ERICSON	867.00			05/31/22
						HAP Burk B 062022				
2088		12/22 AP		06/01/22	0038568	PANHWAR, ABDUL	302.00			05/31/22
						HAP Mussman C 062022				
2088		12/22 AP		06/01/22	0038555	KIDWELL, STEVE	599.00			05/31/22
						HAP Tomlyanovich C 062022				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
2088				12/22	AP 06/01/22 0038527	CND PROPERTIES LLC	307.00			05/31/22
						HAP_Gilmore A 062022				
2088				12/22	AP 06/01/22 0038587	WINGERT, BRIAN	426.00			05/31/22
						HAP_Weaver J 062022				
2088				12/22	AP 06/01/22 0038587	WINGERT, BRIAN	385.00			05/31/22
						HAP_Holden K 062022				
2088				12/22	AP 06/01/22 0038577	STEIN INVESTMENTS, LLC	365.00			05/31/22
						HAP_Gordon A 062022				
2088				12/22	AP 06/01/22 0038566	OAKVIEW PROPERTIES LLC	1,000.00			05/31/22
						HAP_Jurries P 062022				
2088				12/22	AP 06/01/22 0038523	CEDAR VALLEY LIVING LLC	216.00			05/31/22
						HAP_Bachman K 062022				
2088				12/22	AP 06/01/22 0038523	CEDAR VALLEY LIVING LLC	429.00			05/31/22
						HAP_Galvez Munguia 062022				
2088				12/22	AP 06/01/22 0038569	PAULSON, JAMES	188.00			05/31/22
						HAP_Gordon L 062022				
2088				12/22	AP 06/01/22 0038534	ELMCREST ESTATES, L.C.	422.00			05/31/22
						HAP_Davis D 062022				
2088				12/22	AP 06/01/22 0038563	MCKERNAN, JAMES M.	345.00			05/31/22
						HAP_Buchanan J 062022				
2088				12/22	AP 06/01/22 0038538	G P MANAGEMENT LLC	414.00			05/31/22
						HAP_Wenzel J 062022				
2088				12/22	AP 06/01/22 0038580	T.J.J.C. L.L.C.	282.00			05/31/22
						HAP_Dornbrock M 062022				
2088				12/22	AP 06/01/22 0038580	T.J.J.C. L.L.C.	568.00			05/31/22
						HAP_Bracelly J 062022				
2088				12/22	AP 06/01/22 0038580	T.J.J.C. L.L.C.	204.00			05/31/22
						HAP_Hornback K 062022				
2088				12/22	AP 06/01/22 0038540	GERDES III, BENJAMIN P.	597.00			05/31/22
						HAP_Sherwood D 062022				
2088				12/22	AP 06/01/22 0038540	GERDES III, BENJAMIN P.	726.00			05/31/22
						HAP_Orgell A 062022				
2088				12/22	AP 06/01/22 0038540	GERDES III, BENJAMIN P.	307.00			05/31/22
						HAP_Allessi S 062022				
2088				12/22	AP 06/01/22 0038540	GERDES III, BENJAMIN P.	1,333.00			05/31/22
						HAP_BRINER K 062022				
2088				12/22	AP 06/01/22 0038540	GERDES III, BENJAMIN P.	1,527.00			05/31/22
						HAP_Barnes A 062022				
2088				12/22	AP 06/01/22 0038551	J & A PROPERTIES	1,300.00			05/31/22
						HAP_Lowe L 062022				
2088				12/22	AP 06/01/22 0038516	BARTELT RENTALS L.C.	472.00			05/31/22
						HAP_Luck J 062022				
2088				12/22	AP 06/01/22 0038516	BARTELT RENTALS L.C.	437.00			05/31/22
						HAP_Woods N 062022				
2088				12/22	AP 06/01/22 0038519	C & H HOLDINGS LLC	798.00			05/31/22
						HAP_Ross S 062022				
ACCOUNT TOTAL							95,110.00	.00	95,110.00	

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FUND 217 SECTION 8 HOUSING FUND											
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS											
2088		12/22 AP		06/01/22	0038528	COOK CO.HOUSING AUTHORITY	34.16			05/31/22	
		AF_Goldstein K 062022									
2088		12/22 AP		06/01/22	0038548	HOUSING AUTHORITY OF JOLIET	48.79			05/31/22	
		AF_Wilson Q 062022									
2088		12/22 AP		06/01/22	0038548	HOUSING AUTHORITY OF JOLIET	48.79			05/31/22	
		AF_Payne I 062022									
		ACCOUNT TOTAL						131.74	.00	131.74	
		FUND TOTAL						95,241.74	.00	95,241.74	
FUND 223 COMMUNITY BLOCK GRANT											
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM											
2100		12/22 AP		05/16/22	0004735	TOJO CONSTRUCTION	14,060.47			06/01/22	
		HOME FINAL PMT-210 BALBOA BRENDA JORDAN									
		ACCOUNT TOTAL						14,060.47	.00	14,060.47	
		FUND TOTAL						14,060.47	.00	14,060.47	
FUND 224 TRUST & AGENCY											
FUND 242 STREET REPAIR FUND											
FUND 254 CABLE TV FUND											
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
2017		11/22 AP		05/12/22	0006235	ISOLVED BENEFIT SERVICES, INC	60.00			06/01/22	
		HEALTH INS. REIMBURSEMENT									
2017		11/22 AP		05/12/22	0006235	ISOLVED BENEFIT SERVICES, INC	60.00			06/01/22	
		HEALTH INS. REIMBURSEMENT									
		ACCOUNT TOTAL						120.00	.00	120.00	
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
2017		11/22 AP		05/02/22	0006239	PROFESSIONAL SOLUTIONS	.91			06/01/22	
		APRIL CREDIT CARD FEES									
		ACCOUNT TOTAL						.91	.00	.91	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
2100		12/22 AP		05/20/22	0397055	MENNEN, MIKE	128.70			06/01/22	
		RMB:MILEAGE-STATE TRACK DES MOINES									
2100		12/22 AP		05/20/22	0397055	MENNEN, MIKE	20.00			06/01/22	
		RMB:PARKING-STATE TRACK DES MOINES									
		ACCOUNT TOTAL						148.70	.00	148.70	

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FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
2160				12/22	AP 06/07/22 0397145	SIMPSON, MARK	125.00		06/09/22	
					CF SOFTBALL-CR LINN-MAR	ANNOUNCER				
					PROJECT#: 759					
2160				12/22	AP 06/07/22 0397140	BRALEY, ERIC	125.00		06/09/22	
					CF SOFTBALL-CR LINN-MAR	ANNOUNCER				
					PROJECT#: 759					
2160				12/22	AP 06/07/22 0397143	DEWITT, JASON	100.00		06/09/22	
					CF SOFTBALL-CR LINN-MAR	CAMERA OPERATOR				
					PROJECT#: 759					
2160				12/22	AP 06/07/22 0397147	SURMA, JOSEPH EDWARD	100.00		06/09/22	
					CF SOFTBALL-CR LINN-MAR	CAMERA OPERATOR				
					PROJECT#: 759					
2160				12/22	AP 06/07/22 0397146	STOW, CHRISTIAN	100.00		06/09/22	
					CF SOFTBALL-CR LINN-MAR	CAMERA OPERATOR				
					PROJECT#: 759					
2133				12/22	AP 06/03/22 0397130	SIMPSON, MARK	125.00		06/07/22	
					CF BASEBALL-IC HIGH	ANNOUNCER				
					PROJECT#: 759					
2133				12/22	AP 06/03/22 0397133	WELLS, BRADLEY	125.00		06/07/22	
					CF BASEBALL-IC HIGH	ANNOUNCER				
					PROJECT#: 759					
2133				12/22	AP 06/03/22 0397112	DEWITT, JASON	100.00		06/07/22	
					CF BASEBALL-IC HIGH	CAMERA OPERATOR				
					PROJECT#: 759					
2133				12/22	AP 06/03/22 0397132	SURMA, JOSEPH EDWARD	100.00		06/07/22	
					CF BASEBALL-IC HIGH	CAMERA OPERATOR				
					PROJECT#: 759					
2133				12/22	AP 06/03/22 0397131	STOW, CHRISTIAN	100.00		06/07/22	
					CF BASEBALL-IC HIGH	CAMERA OPERATOR				
					PROJECT#: 759					
2133				12/22	AP 06/02/22 0397112	DEWITT, JASON	100.00		06/07/22	
					CF SOFTBALL-DBQ HEMPSTEAD	CAMERA OPERATOR				
					PROJECT#: 759					
2133				12/22	AP 06/02/22 0397131	STOW, CHRISTIAN	100.00		06/07/22	
					CF SOFTBALL-DBQ HEMPSTEAD	CAMERA OPERATOR				
					PROJECT#: 759					
2133				12/22	AP 06/02/22 0397132	SURMA, JOSEPH EDWARD	100.00		06/07/22	
					CF SOFTBALL-DBQ HEMPSTEAD	CAMERA OPERATOR				
					PROJECT#: 759					
2133				12/22	AP 06/02/22 0397120	KRESS, AGNES M	100.00		06/07/22	
					CF SOFTBALL-DBQ HEMPSTEAD	CAMERA OPERATOR				
					PROJECT#: 759					
2133				12/22	AP 06/02/22 0397121	LONGNECKER, JEREMIAH	125.00		06/07/22	
					CF SOFTBALL-DBQ HEMPSTEAD	ANNOUNCER				
					PROJECT#: 759					
2133				12/22	AP 06/02/22 0397130	SIMPSON, MARK	125.00		06/07/22	
					CF SOFTBALL-DBQ HEMPSTEAD	ANNOUNCER				
					PROJECT#: 759					
ACCOUNT TOTAL							1,750.00	.00	1,750.00	

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FUND 254 CABLE TV FUND									
					FUND TOTAL		2,019.61	.00	2,019.61
FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2017		11/22 AP		05/02/22	0006250	PROFESSIONAL SOLUTIONS	249.83		06/01/22
						APRIL CREDIT CARD FEES			
2017		11/22 AP		05/02/22	0006251	PROFESSIONAL SOLUTIONS	57.84		06/01/22
						APRIL CREDIT CARD FEES			
2017		11/22 AP		05/02/22	0006252	PROFESSIONAL SOLUTIONS	438.12		06/01/22
						APRIL CREDIT CARD FEES			
2017		11/22 AP		05/02/22	0006238	PROFESSIONAL SOLUTIONS	19.77		06/01/22
						APRIL CREDIT CARD FEES			
2017		11/22 AP		05/02/22	0006239	PROFESSIONAL SOLUTIONS	99.23		06/01/22
						APRIL CREDIT CARD FEES			
					ACCOUNT TOTAL		864.79	.00	864.79
					FUND TOTAL		864.79	.00	864.79
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
2017		11/22 AP		05/02/22	0006243	PROFESSIONAL SOLUTIONS	12.92		06/01/22
						APRIL CREDIT CARD FEES			
					ACCOUNT TOTAL		12.92	.00	12.92
261-2291-423.85-01 UTILITIES / UTILITIES									
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES	77.13		06/03/22
						UTILITIES THRU 05/13/22			
					ACCOUNT TOTAL		77.13	.00	77.13
					FUND TOTAL		90.05	.00	90.05
FUND 262 SENIOR SERVICES & COMM CT									
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
2017		11/22 AP		05/17/22	0006215	EMC RISK SERVICES, LLC	659.08		06/01/22
						WORKER COMP-POLICE CLAIM			
					ACCOUNT TOTAL		659.08	.00	659.08

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FUND 292 POLICE RETIREMENT FUND										
FUND TOTAL							659.08	.00	659.08	
FUND 293 FIRE RETIREMENT FUND										
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP										
2017		11/22 AP		05/17/22	0006215	EMC RISK SERVICES, LLC	670.68		06/01/22	
WORKER COMP-FIRE CLAIM										
ACCOUNT TOTAL							670.68	.00	670.68	
FUND TOTAL							670.68	.00	670.68	
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										
404-1220-431		12/22 AP		06/09/22	0397150	CENTER STREET STREETScape / BLACK HAWK CO.RECORDER	22.00		06/13/22	
2168		12/22 AP		06/09/22	0397150	BLACK HAWK CO.RECORDER	22.00		06/13/22	
		12/22 AP		06/09/22	0397150	TEMP.CONST.EASE.-CASEY'S				
PROJECT#:					023206					
2133		12/22 AP		06/01/22	0397122	MARILYN BONORDEN	171.36		06/07/22	
		12/22 AP		06/01/22	0397122	PARCEL#13-PURCHASE AGRMT.				
PROJECT#:					023206					
2133		12/22 AP		06/01/22	0397111	DENNIS & BONNIE PRUCKLER	479.81		06/07/22	
		12/22 AP		06/01/22	0397111	PARCEL#16-PURCHASE AGRMT.				
PROJECT#:					023206					
2133		12/22 AP		06/01/22	0397124	MICHAEL & ROSELLA LEUER	141.66		06/07/22	
		12/22 AP		06/01/22	0397124	PARCEL#17-PURCHASE AGRMT.				
PROJECT#:					023206					
2133		12/22 AP		06/01/22	0397128	ROSE MEHMEN	141.37		06/07/22	
		12/22 AP		06/01/22	0397128	PARCEL#18-PURCHASE AGRMT.				
PROJECT#:					023206					
2133		12/22 AP		06/01/22	0397108	DAVID & RENAE MINIKUS	100.00		06/07/22	
		12/22 AP		06/01/22	0397108	PARCEL#19-PURCHASE AGRMT.				
PROJECT#:					023206					
2133		12/22 AP		06/01/22	0397109	DAVID & RENAE MINIKUS	100.00		06/07/22	
		12/22 AP		06/01/22	0397109	PARCEL#20-PURCHASE AGRMT.				
PROJECT#:					023206					
2133		12/22 AP		06/01/22	0397103	CREATIVE PROPERTIES, LLC	115.67		06/07/22	
		12/22 AP		06/01/22	0397103	PARCEL#21-PURCHASE AGRMT.				
PROJECT#:					023206					
2133		12/22 AP		06/01/22	0397104	CREATIVE PROPERTIES, LLC	122.36		06/07/22	
		12/22 AP		06/01/22	0397104	PARCEL#22-PURCHASE AGRMT.				
PROJECT#:					023206					

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FUND 404 FEMA										
404-1220-431		12/22 AP		06/01/22	0397125	CENTER STREET STREETScape / MINER SCHOOL ALANO SOCIETY, I	359.04		06/07/22	
		3206-CENTER CORR.				PARCEL#24-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397106	DANA HUNT	225.49		06/07/22	
		3206-CENTER CORR.				PARCEL#25-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397107	DANIEL HOLTKAMP	183.93		06/07/22	
		3206-CENTER CORR.				PARCEL#26-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397114	GZIM GASHI	225.14		06/07/22	
		3206-CENTER CORR.				PARCEL#27-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397118	JOEL KLEIN	100.00		06/07/22	
		3206-CENTER CORR.				PARCEL#28-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397126	PURDY PROPERTIES, LC	226.54		06/07/22	
		3206-CENTER CORR.				PARCEL#29-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397136	WILLIAM POPPE	100.00		06/07/22	
		3206-CENTER CORR.				PARCEL#30-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397113	GARY WALLACE	260.10		06/07/22	
		3206-CENTER CORR.				PARCEL#31-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397098	BENTON BUILDING CENTER, INC.	1,328.83		06/07/22	
		3206-CENTER CORR.				PARCEL#32-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397129	SARAH PANTHER	100.00		06/07/22	
		3206-CENTER CORR.				PARCEL#38-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397135	WILLIAM HANSON	100.00		06/07/22	
		3206-CENTER CORR.				PARCEL#40-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397099	BRENDA LARKIN	100.00		06/07/22	
		3206-CENTER CORR.				PARCEL#41-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397100	BRENDA LARKIN	100.00		06/07/22	
		3206-CENTER CORR.				PARCEL#43-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397105	CUNNINGHAM PROPERTIES, LC	100.00		06/07/22	
		3206-CENTER CORR.				PARCEL#44-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397117	JAMES & ILENE HITCHCOCK	100.00		06/07/22	
		3206-CENTER CORR.				PARCEL#47-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397110	DAVID ADELMUND & MELISSA MCCL	100.00		06/07/22	
		3206-CENTER CORR.				PARCEL#48-PURCHASE AGRMT.				
		PROJECT#:			023206					
2133		12/22 AP		06/01/22	0397102	COLE HEIMER	100.00		06/07/22	

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FUND 404 FEMA										
404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETScape						continued				
PROJECT#: 023206										
2133		12/22 AP		06/01/22	0397134	WILKEN PROPERTIES, LLC	100.00		06/07/22	
PROJECT#: 023206										
2133		12/22 AP		06/01/22	0397116	JACOB MANCHESTER	100.00		06/07/22	
PROJECT#: 023206										
ACCOUNT TOTAL							5,403.30	.00	5,403.30	
FUND TOTAL							5,403.30	.00	5,403.30	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
FUND 439 2022 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD										
2160		12/22 AP		06/09/22	0397139	BLACK HAWK CO.TREASURER	828.44		06/09/22	
PROJECT#: 023244										
2160		12/22 AP		06/09/22	0397138	BLACK HAWK CO.RECORDER	197.60		06/09/22	
PROJECT#: 023244										
2160		12/22 AP		06/09/22	0397142	DAVID & TAMARA NICOL	123,171.56		06/09/22	
PROJECT#: 023244										
2168		12/22 AP		06/09/22	0397150	BLACK HAWK CO.RECORDER	17.00		06/13/22	
PROJECT#: 023244										
2168		12/22 AP		06/09/22	0397150	BLACK HAWK CO.RECORDER	22.00		06/13/22	
PROJECT#: 023244										
2168		12/22 AP		06/09/22	0397150	BLACK HAWK CO.RECORDER	32.00		06/13/22	
PROJECT#: 023244										

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FUND 443 CAPITAL PROJECTS									
443-1220-431.98-88					CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD				
2168		12/22 AP		06/09/22	0397150 BLACK HAWK CO.RECORDER	27.00		06/13/22	
		3244-ASHWORTH DRIVE EXT.			PUBL.UTIL.EAS-DAVID NICOL				
PROJECT#: 023244									
ACCOUNT TOTAL						124,295.60	.00	124,295.60	
FUND TOTAL						124,295.60	.00	124,295.60	
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				
2017		11/22 AP		05/10/22	0006227 IOWA DEPT.OF REVENUE	190.41		06/01/22	
		SEMI MONTHLY SALES TAX			COMMERCIAL GARBAGE A/R				
ACCOUNT TOTAL						190.41	.00	190.41	
551-6675-436.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT				
2017		11/22 AP		05/12/22	0006235 ISOLVED BENEFIT SERVICES, INC	23.70		06/01/22	
		HEALTH INS. REIMBURSEMENT							
2017		11/22 AP		05/12/22	0006235 ISOLVED BENEFIT SERVICES, INC	78.73		06/01/22	
		HEALTH INS. REIMBURSEMENT							
ACCOUNT TOTAL						102.43	.00	102.43	
551-6685-436.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT				
2017		11/22 AP		05/12/22	0006235 ISOLVED BENEFIT SERVICES, INC	100.00		06/01/22	
		HEALTH INS. REIMBURSEMENT							
2017		11/22 AP		05/12/22	0006235 ISOLVED BENEFIT SERVICES, INC	222.88		06/01/22	
		HEALTH INS. REIMBURSEMENT							
ACCOUNT TOTAL						322.88	.00	322.88	
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									

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FUND 551 REFUSE FUND									
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			continued
2115		12/22 AP		06/02/22	0397088	AMANDA BAKER	71.00		06/03/22
						REFUND-CONTAINER DUMP.FEE			DIDN'T WANT IT
2017		11/22 AP		05/02/22	0006246	PROFESSIONAL SOLUTIONS	501.83		06/01/22
						APRIL CREDIT CARD FEES			
2017		11/22 AP		05/02/22	0006239	PROFESSIONAL SOLUTIONS	31.60		06/01/22
						APRIL CREDIT CARD FEES			
						ACCOUNT TOTAL	604.43	.00	604.43
551-6685-436.85-01 UTILITIES / UTILITIES									
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES	44.70		06/03/22
						UTILITIES THRU 05/13/22			
						ACCOUNT TOTAL	44.70	.00	44.70
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
2160		12/22 AP		05/31/22	0397137	BLACK HAWK CO.LANDFILL	25,411.11		06/09/22
						LANDFILL SRV:5/16-5/31/22			
						ACCOUNT TOTAL	25,411.11	.00	25,411.11
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
2017		11/22 AP		05/24/22	0006230	IOWA DEPT.OF REVENUE	78.05		06/01/22
						SEMI MONTHLY SALES TAX			COMMERCIAL GARBAGE
2017		11/22 AP		05/10/22	0006227	IOWA DEPT.OF REVENUE	89.22		06/01/22
						SEMI MONTLY SALES TAX			COMMERCIAL GARBAGE
						ACCOUNT TOTAL	167.27	.00	167.27
						FUND TOTAL	26,843.23	.00	26,843.23
FUND 552 SEWER RENTAL FUND									
552-6655-436.85-01						UTILITIES / UTILITIES			
2115		12/22 AP		05/13/22	0397091	CEDAR FALLS UTILITIES	5,400.04		06/03/22
						UTILITIES THRU 05/13/22			
						ACCOUNT TOTAL	5,400.04	.00	5,400.04
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2017		11/22 AP		05/12/22	0006235	ISOLVED BENEFIT SERVICES, INC	114.17		06/01/22
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	114.17	.00	114.17

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FUND 552 SEWER RENTAL FUND										
552-6665-436	86-33	REPAIR & MAINTENANCE / SLUDGE REMOVAL								
2160		12/22 AP 05/31/22 0397137				BLACK HAWK CO.LANDFILL	51.12		06/09/22	
		LANDFILL SRV:5/16-5/31/22								
		ACCOUNT TOTAL					51.12	0.00	51.12	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
2017		11/22 AP 05/24/22 0006230				IOWA DEPT.OF REVENUE	2,131.49		06/01/22	
		SEMI MONTHLY SALES TAX				COMMERCIAL SEWER				
2017		11/22 AP 05/10/22 0006227				IOWA DEPT.OF REVENUE	6,922.48		06/01/22	
		SEMI MONTHLY SALES TAX				COMMERCIAL SEWER				
		ACCOUNT TOTAL					9,053.97	0.00	9,053.97	
		FUND TOTAL					14,619.30	0.00	14,619.30	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441	82-10	COMMUNICATION / TELEPHONE HOLDING ACCOUNT								
2100		12/22 AP 05/19/22 0397058				VERIZON WIRELESS	1,530.46		06/01/22	
		WIRELESS SRV:5/20-6/19/22								
		ACCOUNT TOTAL					1,530.46	0.00	1,530.46	
		FUND TOTAL					1,530.46	0.00	1,530.46	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457	51-01	INSURANCE / HEALTH INSURANCE								
2017		11/22 AP 05/31/22 0006220				EXPRESS SCRIPTS, INC.	53,609.91		06/01/22	
		RX CLAIMS PROCESSING								
2017		11/22 AP 05/27/22 0006260				WELLMARK IOWA	48,687.80		06/01/22	
		HEALTH CLAIMS PROCESSING								
2017		11/22 AP 05/25/22 0006261				WEX HEALTH, INC.	121.80		06/01/22	
		COBRA MONTHLY ADMIN FEE								
2017		11/22 AP 05/23/22 0006219				EXPRESS SCRIPTS, INC.	28,438.53		06/01/22	
		RX CLAIMS PROCESSING								
2017		11/22 AP 05/20/22 0006259				WELLMARK IOWA	69,171.86		06/01/22	
		HEALTH CLAIMS PROCESSING								
2017		11/22 AP 05/16/22 0006218				EXPRESS SCRIPTS, INC.	8,651.24		06/01/22	
		RX CLAIMS PROCESSING								
2017		11/22 AP 05/13/22 0006258				WELLMARK IOWA	41,721.49		06/01/22	
		HEALTH CLAIMS PROCESSING								
2017		11/22 AP 05/09/22 0006217				EXPRESS SCRIPTS, INC.	10,804.93		06/01/22	

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FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE continued										
RX CLAIMS PROCESSING										
2017		11/22 AP		05/03/22	0006257	WELLMARK IOWA	52,183.32		06/01/22	
HEALTH CLAIMS PROCESSING										
2017		11/22 AP		05/02/22	0006216	EXPRESS SCRIPTS, INC.	34,781.05		06/01/22	
RX CLAIMS PROCESSING										
ACCOUNT TOTAL							348,171.93	.00	348,171.93	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
2017		11/22 AP		05/02/22	0006214	DELTA DENTAL OF IOWA	7,764.54		06/01/22	
MAY 2022 DENTAL										
ACCOUNT TOTAL							7,764.54	.00	7,764.54	
FUND TOTAL							355,936.47	.00	355,936.47	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
2168		12/22 AP		06/13/22	0397149	ANDERSON, ALETA L.	170.10		06/13/22	
RMB:MAY 2022 HEALTH SEV. MEDICARE-ALETA										
2168		12/22 AP		06/13/22	0397149	ANDERSON, ALETA L.	170.10		06/13/22	
RMB:MAY 2022 HEALTH SEV. MEDICARE-RICHARD										
2133		12/22 AP		06/07/22	0397127	REGENOLD, SHARON K.	261.17		06/07/22	
RMB:APR.2022 HEALTH SEV.										
ACCOUNT TOTAL							601.37	.00	601.37	
FUND TOTAL							601.37	.00	601.37	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
2017		11/22 AP		05/23/22	0006254	UNITED STATES TREASURY	63,515.52		06/01/22	
FEDERAL WITHHOLDING TAX 05/20/22 PAYROLL										
2017		11/22 AP		05/09/22	0006253	UNITED STATES TREASURY	61,682.85		06/01/22	
FEDERAL WITHHOLDING TAX 05/06/22 PAYROLL										
ACCOUNT TOTAL							125,198.37	.00	125,198.37	
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
2017		11/22 AP		05/23/22	0006229	IOWA DEPT.OF REVENUE	27,460.05		06/01/22	
STATE WITHHOLDING TAX 05/20/22 PAYROLL										

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FUND 686 PAYROLL FUND										
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING continued										
2017		11/22 AP		05/10/22	0006228	IOWA DEPT.OF REVENUE	26,642.20			06/01/22
						STATE WITHHOLDING TAX				05/06/22 PAYROLL
ACCOUNT TOTAL							54,102.25	.00	54,102.25	
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
2017		11/22 AP		05/23/22	0006254	UNITED STATES TREASURY	74,899.38			06/01/22
						SS & MQGE/MEDICARE TAX				05/20/22 PAYROLL
2017		11/22 AP		05/09/22	0006253	UNITED STATES TREASURY	73,211.52			06/01/22
						SS & MQGE/MEDICARE TAX				05/06/22 PAYROLL
ACCOUNT TOTAL							148,110.90	.00	148,110.90	
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
2017		11/22 AP		05/24/22	0006226	I.P.E.R.S.	136,676.70			06/01/22
						IPERS MAY 2022				
ACCOUNT TOTAL							136,676.70	.00	136,676.70	
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
2017		11/22 AP		05/23/22	0006213	COLLECTION SERVICES CENTER	625.42			06/01/22
						CHILD SUPPORT PAYMENTS				05/20/22 PAYROLL
2017		11/22 AP		05/20/22	0006233	ISOLVED BENEFIT SERVICES, INC	6,477.67			06/01/22
						CAFETERIA PLAN				05/20/22 PAYROLL
2017		11/22 AP		05/18/22	0006256	VOYA FINANCIAL	12,295.45			06/01/22
						EMPLOYEE 457 CONTRIBUTION				05/20/22 PAYROLL
2017		11/22 AP		05/09/22	0006212	COLLECTION SERVICES CENTER	625.42			06/01/22
						CHILD SUPPORT PAYMENTS				05/06/22 PAYROLL
2017		11/22 AP		05/06/22	0006232	ISOLVED BENEFIT SERVICES, INC	6,330.61			06/01/22
						CAFETERIA PLAN				05/06/22 PAYROLL
2017		11/22 AP		05/04/22	0006255	VOYA FINANCIAL	13,083.91			06/01/22
						EMPLOYEE 457 CONTRIBUTION				05/06/22 PAYROLL
ACCOUNT TOTAL							39,438.48	.00	39,438.48	
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT										
2017		11/22 AP		05/25/22	0006236	MUNICIPAL FIRE & POLICE RETIR	160,432.70			06/01/22
						MFPSI RETIREMENT				
ACCOUNT TOTAL							160,432.70	.00	160,432.70	
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES										
2017		11/22 AP		05/11/22	0006231	IOWA WORKFORCE DEVELOPMENT	16,959.71			06/01/22
						RMB:BENEFITS THRU 3/31/22				

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FUND 686 PAYROLL FUND											
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES								continued			
							ACCOUNT TOTAL	16,959.71	.00	16,959.71	
							FUND TOTAL	680,919.11	.00	680,919.11	
FUND 687 WORKERS COMPENSATION FUND											
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE											
2017		11/22 AP	05/17/22	0006215			EMC RISK SERVICES, LLC WORKER COMP CLAIM	10,876.94			06/01/22
							ACCOUNT TOTAL	10,876.94	.00	10,876.94	
							FUND TOTAL	10,876.94	.00	10,876.94	
FUND 688 LTD INSURANCE FUND											
688-1902-457.51-03 INSURANCE / LTD INSURANCE											
2115		12/22 AP	06/01/22	0397093			MADISON NATIONAL LIFE INS.CO. LTD - JUNE 2022	3,846.73			06/03/22
							ACCOUNT TOTAL	3,846.73	.00	3,846.73	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE											
2115		12/22 AP	06/01/22	0397097			STANDARD INSURANCE COMPANY GROUP LIFE AD/D-JUN'22	3,472.91			06/03/22
							ACCOUNT TOTAL	3,472.91	.00	3,472.91	
							FUND TOTAL	7,319.64	.00	7,319.64	
FUND 689 LIABILITY INSURANCE FUND											
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE											
2017		11/22 AP	05/17/22	0006215			EMC RISK SERVICES, LLC LIABILITY ADMIN FEES	720.00			06/01/22
2017		11/22 AP	05/17/22	0006215			EMC RISK SERVICES, LLC LIABILITY CLAIM	6,320.74			06/01/22
							ACCOUNT TOTAL	7,040.74	.00	7,040.74	
							FUND TOTAL	7,040.74	.00	7,040.74	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 724 TRUST & AGENCY								
724-0000-487.50-01						TRANSFERS OUT / TRANSFERS TO GENERAL FUND		
2168		12/22 AP		06/10/22	0397156	GENERAL FUND	10,335.73	06/13/22
						PROPERTY TAX PAYMENT		
						ACCOUNT TOTAL	10,335.73	0.00 10,335.73
724-0000-487.50-03 TRANSFERS OUT / TRANSFERS - SSMID								
2168		12/22 AP		06/10/22	0397154	COMMUNITY MAIN STREET	320.09	06/13/22
						PROPERTY TAX PAYMENT		
						ACCOUNT TOTAL	320.09	0.00 320.09
724-0000-487.50-06 TRANSFERS OUT / TRANSFERS-SSMID COLL HILL								
2168		12/22 AP		06/10/22	0397153	COLLEGE HILL PARTNERSHIP	487.50	06/13/22
						PROPERTY TAX PAYMENT		
						ACCOUNT TOTAL	487.50	0.00 487.50
						FUND TOTAL	11,143.32	0.00 11,143.32
FUND 727 GREENWOOD CEMETERY P-CARE								
FUND 728 FAIRVIEW CEMETERY P-CARE								
FUND 729 HILLSIDE CEMETERY P-CARE								
FUND 790 FLOOD LEVY								
						GRAND TOTAL	1,412,779.43	0.00 1,412,779.43

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FUND 101 GENERAL FUND									
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.60		06/14/22
						CORR TAPE,LEGAL PADS, POST ITS,CALC PAPER,HILTR			
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.43		06/14/22
						COPY PAPER			
2121		12/22 AP		05/31/22	0000000	CULLIGAN WATER CONDITIONING	13.83		06/14/22
						WATER-606 UNION ROAD			
						ACCOUNT TOTAL	35.86	.00	35.86
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2108		12/22 AP		04/22/22	0140166	US BANK	15.64		06/06/22
						FRANCIES MEAL:IMFOA-KERR			
						ACCOUNT TOTAL	15.64	.00	15.64
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.04		06/14/22
						CORR TAPE,LEGAL PADS, POST ITS,CALC PAPER,HILTR			
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.89		06/14/22
						COPY PAPER			
2121		12/22 AP		05/31/22	0000000	CULLIGAN WATER CONDITIONING	5.53		06/14/22
						WATER-606 UNION ROAD			
						ACCOUNT TOTAL	12.46	.00	12.46
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
2108		12/22 AP		05/20/22	0140166	US BANK	100.00		06/06/22
						IA PROFESSIONAL LIC BUR CPA LICENSE RENEW-RODENBE			
2108		12/22 AP		05/03/22	0140166	US BANK	290.00		06/06/22
						IOWA SOCIETY OF CPA ANNUAL DUES-RODENBECK			
						ACCOUNT TOTAL	390.00	.00	390.00
101-1026-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2108		12/22 AP		04/22/22	0140166	US BANK	15.65		06/06/22
						FRANCIES MEAL:IMFOA-RODENBECK			
						ACCOUNT TOTAL	15.65	.00	15.65
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2108		12/22 AP		05/03/22	0140166	US BANK	275.00		06/06/22
						IOWA SOCIETY OF CPA REG:IA GOVT RNDTBL-RODENB			
						ACCOUNT TOTAL	275.00	.00	275.00

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FUND 101 GENERAL FUND										
101-1028-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2152		12/22 AP		06/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	102.54			06/14/22
						LABELS-SHIPPING/MAILING				
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	16.80			06/14/22
						CORR TAPE,LEGAL PADS, POST ITS,CALC PAPER,HILTR				
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.34			06/14/22
						COPY PAPER				
2121		12/22 AP		05/31/22	0000000	CULLIGAN WATER CONDITIONING	18.44			06/14/22
						WATER-606 UNION ROAD				
						ACCOUNT TOTAL	149.12	.00		149.12
101-1028-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2108		12/22 AP		04/22/22	0140166	US BANK	15.64			06/06/22
						FRANCIES				
2108		12/22 AP		04/22/22	0140166	US BANK	15.64			06/06/22
						FRANCIES				
						MEAL:IMFOA-KOCKLER				
						MEAL:IMFOA-ROEDING				
						ACCOUNT TOTAL	31.28	.00		31.28
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2108		12/22 AP		05/03/22	0140166	US BANK	325.00			06/06/22
						IOWA SOCIETY OF CPA				
2108		12/22 AP		04/28/22	0140166	US BANK	85.00			06/06/22
						GOVERNMENT FINANCE OFFIC				
						REG:IA GOVT RNDTBL-KOCKLE				
						REG:GFOA WEBINAR-KOCKLER				
						ACCOUNT TOTAL	410.00	.00		410.00
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.04			06/14/22
						CORR TAPE,LEGAL PADS, POST ITS,CALC PAPER,HILTR				
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.56			06/14/22
						COPY PAPER				
2121		12/22 AP		05/31/22	0000000	CULLIGAN WATER CONDITIONING	5.53			06/14/22
						WATER-606 UNION ROAD				
						ACCOUNT TOTAL	18.13	.00		18.13
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			06/14/22
						COPY PAPER				
						ACCOUNT TOTAL	.76	.00		.76
101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS										

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FUND 101 GENERAL FUND										
101-1038-441.81-50						PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS				
2152				12/22	AP 04/14/22 00000000	MERCYONE OCCUPATIONAL HEALTH	516.00			06/14/22
						PRE-EMPLOY.PHYS-MAR'22				
2152				12/22	AP 03/10/22 00000000	MERCYONE OCCUPATIONAL HEALTH	2,328.00			06/14/22
						PRE-EMPLOY.PHYS-FEB'22				
2152				12/22	AP 02/16/22 00000000	MERCYONE OCCUPATIONAL HEALTH	1,888.00			06/14/22
						PRE-EMPLOY.PHYS-JAN'22				
2152				12/22	AP 01/11/22 00000000	MERCYONE OCCUPATIONAL HEALTH	4,273.00			06/14/22
						PRE-EMPLOY.PHYS-DEC'21				
2152				12/22	AP 12/07/21 00000000	MERCYONE OCCUPATIONAL HEALTH	2,364.00			06/14/22
						PRE-EMPLOY.PHYS-NOV'21				
2121				12/22	AP 11/11/21 00000000	MERCYONE OCCUPATIONAL HEALTH	2,548.00			06/14/22
						PRE-EMPLOY.PHYS-OCT'21				
						ACCOUNT TOTAL	13,917.00	.00		13,917.00
101-1038-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS				
2152				12/22	AP 04/14/22 00000000	MERCYONE OCCUPATIONAL HEALTH	11,813.00			06/14/22
						POST-EMPLOY.PHYS-MAR'22				
2152				12/22	AP 03/10/22 00000000	MERCYONE OCCUPATIONAL HEALTH	119.00			06/14/22
						INCLUDES FIRE PHYSICAL				
2152				12/22	AP 02/16/22 00000000	MERCYONE OCCUPATIONAL HEALTH	119.00			06/14/22
						POST-EMPLOY.PHYS-FEB'22				
2152				12/22	AP 01/11/22 00000000	MERCYONE OCCUPATIONAL HEALTH	295.00			06/14/22
						POST-EMPLOY.PHYS-JAN'22				
2152				12/22	AP 12/07/21 00000000	MERCYONE OCCUPATIONAL HEALTH	560.00			06/14/22
						POST-EMPLOY.PHYS-DEC'21				
2152				12/22	AP 12/07/21 00000000	MERCYONE OCCUPATIONAL HEALTH	560.00			06/14/22
						POST-EMPLOY.PHYS-NOV'21				
2121				12/22	AP 11/11/21 00000000	MERCYONE OCCUPATIONAL HEALTH	160.00			06/14/22
						POST-EMPLOY.PHYS-OCT'21				
						ACCOUNT TOTAL	13,066.00	.00		13,066.00
101-1038-441.81-52						PROFESSIONAL SERVICES / DRUG TESTING				
2152				12/22	AP 04/14/22 00000000	MERCYONE OCCUPATIONAL HEALTH	477.00			06/14/22
						DRUG TESTING-MAR'22				
2152				12/22	AP 02/16/22 00000000	MERCYONE OCCUPATIONAL HEALTH	96.00			06/14/22
						DRUG TESTING-JAN'22				
2152				12/22	AP 01/11/22 00000000	MERCYONE OCCUPATIONAL HEALTH	534.00			06/14/22
						DRUG TESTING-DEC'21				
2121				12/22	AP 11/11/21 00000000	MERCYONE OCCUPATIONAL HEALTH	57.00			06/14/22
						DRUG TESTING-OCT'21				
						ACCOUNT TOTAL	1,164.00	.00		1,164.00
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				
2121				12/22	AP 05/27/22 00000000	CEDAR VALLEY SAVER, INC.	75.00			06/14/22
						JOB AD:REC CENTER/AQUATIC				
						5/26/22 DISPLAY/WEB AD				

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FUND 101 GENERAL FUND										
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued				
2121		12/22 AP		05/27/22	0000000	CEDAR VALLEY SAVER, INC.	75.00		06/14/22	
						JOB AD:PW/TECH II				
						5/26/22 DISPLAY/WEB AD				
2108		12/22 AP		05/05/22	0140166	US BANK	119.95		06/06/22	
						LINKEDIN 6890498936				
						RECRUITER LITE RENEWAL				
2108		12/22 AP		04/27/22	0140166	US BANK	139.00		06/06/22	
						ASSOC CAREER CENTER				
						JOB AD:HEARST SUPERVISOR				
2108		12/22 AP		04/26/22	0140166	US BANK		25.00	06/06/22	
						ASSOC CAREER CENTER				
						REFUND JOB AD HEARST SUPR				
2108		12/22 AP		04/25/22	0140166	US BANK	250.00		06/06/22	
						YOURMEMBER-CAREERS				
						JOB AD:HEARST SUPERVISOR				
2108		12/22 AP		04/25/22	0140166	US BANK	25.00		06/06/22	
						ASSOC CAREER CENTER				
						JOB AD HEARST SUPERVISOR				
2108		12/22 AP		04/25/22	0140166	US BANK	159.00		06/06/22	
						THE BLACK HAWK HOTEL				
						REC MGR CANDIDATE VISIT				
2108		12/22 AP		04/22/22	0140166	US BANK	149.00		06/06/22	
						THE BLACK HAWK HOTEL				
						REC MGR CANDIDATE VISIT				
						ACCOUNT TOTAL	991.95	25.00	966.95	
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
2152		12/22 AP		12/07/21	0000000	MERCYONE OCCUPATIONAL HEALTH	60.00		06/14/22	
						INFLUENZA VACCINE-NOV'21				
2121		12/22 AP		11/11/21	0000000	MERCYONE OCCUPATIONAL HEALTH	60.00		06/14/22	
						INFLUENZA VACCINE				
2121		12/22 AP		11/11/21	0000000	MERCYONE OCCUPATIONAL HEALTH	4,980.00		06/14/22	
						INFLUENZA VACCINE				
						ACCOUNT TOTAL	5,100.00	.00	5,100.00	
101-1038-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2152		12/22 AP		06/02/22	0000000	MERIDIAN PEOPLE DEVELOPMENT L	450.00		06/14/22	
						LEADERSHIP TRAIN.6/8/22				
						SERVICE BEST PRACTICES				
						ACCOUNT TOTAL	450.00	.00	450.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.52		06/14/22	
						CORR TAPE,LEGAL PADS,				
						POST ITS,CALC PAPER,HILTR				
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.51		06/14/22	
						COPY PAPER				
2121		12/22 AP		05/31/22	0000000	CULLIGAN WATER CONDITIONING	2.77		06/14/22	
						WATER-606 UNION ROAD				
						ACCOUNT TOTAL	6.80	.00	6.80	

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FUND 101 GENERAL FUND										
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
2121		12/22 AP	06/01/22	0000000		THOMSON REUTERS - WEST	644.21		644.21	06/14/22
						WESTLAW INFORMATION				
						5/1/22-5/31/22				
						ACCOUNT TOTAL	644.21	.00	644.21	
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
2152		12/22 AP	05/25/22	0000000		AHLERS AND COONEY, P.C.	334.50		334.50	06/14/22
						LGL:GENERAL MATTERS				
						4/26/22-5/9/22				
						ACCOUNT TOTAL	334.50	.00	334.50	
101-1060-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2112		12/22 AP	04/28/22	0140166		US BANK	11.98		11.98	06/06/22
						AMAZON.COM*105GU9IK2				
						POSTAGE METER LABELS				
2112		12/22 AP	04/28/22	0140166		US BANK	9.81		9.81	06/06/22
						AMZN MKTP US*1Q4F79RC1				
						FURNITURE SLIDERS				
						ACCOUNT TOTAL	21.79	.00	21.79	
101-1060-423.72-75						OPERATING SUPPLIES / DISPLAY				
2112		12/22 AP	05/06/22	0140166		US BANK	250.66		250.66	06/06/22
						SQ *THE DOLLYWOOD FOUNDAT				
						DOLLY PARTON DISPLAY ITEM				
						ACCOUNT TOTAL	250.66	.00	250.66	
101-1060-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
2112		12/22 AP	05/12/22	0140166		US BANK	80.00		80.00	06/06/22
						INTUIT *QUICKBOOKS ONLINE				
						QUICKBOOKS MONTHLY SUB.				
2112		12/22 AP	05/06/22	0140166		US BANK	359.88		359.88	06/06/22
						ADOBE CREATIVE CLOUD				
						ADOBE CREATIVE CLODE-1YR.				
						ACCOUNT TOTAL	439.88	.00	439.88	
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				
2112		12/22 AP	05/20/22	0140166		US BANK	34.49		34.49	06/06/22
						AMAZON.COM*1L5TM1S10 AMZN				
						FOTL:ADULT-ADULT BOOKS				
2112		12/22 AP	05/11/22	0140166		US BANK	29.32		29.32	06/06/22
						AMZN MKTP US*132601Q52				
						FOTL:YOUTH-LABEL TAPE &				
2112		12/22 AP	05/09/22	0140166		US BANK	50.00		50.00	06/06/22
						WAL-MART #1496				
						FOTL:YA-GIFT CARD FOR				
2112		12/22 AP	05/04/22	0140166		US BANK	10.99		10.99	06/06/22
						AMZN MKTP US*1Q32L1KB0				
						FOTL:YOUTH-PIPE CLEANERS				
2112		12/22 AP	05/02/22	0140166		US BANK	129.97		129.97	06/06/22
						AMZN MKTP US*137AI6J51				
						FOTL:COLAB-QUILT DESIGN				

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FUND 101 GENERAL FUND											
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				continued	
2112		12/22 AP		04/28/22	0140166	US BANK	86.40		06/06/22		
		AMZN MKTP			US*1Q4F79RC1	FOTL:YOUTH-POSTER FRAMES					
2112		12/22 AP		04/27/22	0140166	US BANK	91.71		06/06/22		
		SP CARDSTOCK WAREHOU				FOTL:YOUTH-CARDSTOCK					
2112		12/22 AP		04/21/22	0140166	US BANK	13.11		06/06/22		
		WAL-MART #0753				FOTL:YOUTH-SNACKS					
		ACCOUNT TOTAL						445.99	.00	445.99	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.											
2112		12/22 AP		05/19/22	0140166	US BANK	9.49		06/06/22		
		AMZN MKTP			US*1L56N6Q12	BERG 2RMB SLP '22-MAGNETS					
2112		12/22 AP		05/19/22	0140166	US BANK	15.98		06/06/22		
		AMZN MKTP			US*1R7IL7271	BERG 2 RMB SLP '22-WOOD					
2112		12/22 AP		05/16/22	0140166	US BANK	57.79		06/06/22		
		WALMART.COM AA				BERG 2RMB SUMERFEST-WATER					
2112		12/22 AP		05/11/22	0140166	US BANK	42.95		06/06/22		
		AMZN MKTP			US*130VN4BC2	BERG 2 RMB SLP '22-PRIZES					
2112		12/22 AP		05/10/22	0140166	US BANK	90.86		06/06/22		
		WM SUPERCENTER #753				BERG 2RMB SUMERFEST-TOTES					
2112		12/22 AP		05/03/22	0140166	US BANK	801.69		06/06/22		
		OTC BRANDS INC				BERG 2RMB SUMERFEST-PRZES					
2112		12/22 AP		05/02/22	0140166	US BANK	95.57		06/06/22		
		AMZN MKTP			US*1Q2YM5302	BERG 2RMB SUMERFEST-PRZES					
2112		12/22 AP		04/25/22	0140166	US BANK	98.00		06/06/22		
		COPYWORKS CEDAR FALLS				BERG 2 RMB SLP '22-POSTER					
2112		12/22 AP		04/25/22	0140166	US BANK	191.29		06/06/22		
		AMZN MKTP			US*100135G12	BERG 2 RMB SUMMERFEST-					
		ACCOUNT TOTAL						1,403.62	.00	1,403.62	
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP											
2112		12/22 AP		05/09/22	0140166	US BANK	30.99		06/06/22		
		AMZN MKTP			US*135ZM3150	BLU RAY CASES					
2112		12/22 AP		05/06/22	0140166	US BANK	33.00		06/06/22		
		AMZN MKTP			US*1Q25K0YC2	3-DISC BLU RAY CASES(X25)					
		ACCOUNT TOTAL						63.99	.00	63.99	
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS											
2112		12/22 AP		05/13/22	0140166	US BANK	37.35		06/06/22		
		AMZN MKTP			US*1L82N4III1	BRUSH PENS					
		ACCOUNT TOTAL						37.35	.00	37.35	

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FUND 101 GENERAL FUND										
101-1061-423	89-20	MISCELLANEOUS SERVICES /				ADULT BOOKS				
2112		12/22 AP	05/20/22	0140166	US BANK		65.73		06/06/22	
		AMAZON.COM*1L5TM1S10				ADULT BOOKS				
2112		12/22 AP	05/18/22	0140166	US BANK		16.95		06/06/22	
		AMAZON.COM*1R5TO6QD1				ADULT BOOKS				
2112		12/22 AP	05/17/22	0140166	US BANK		46.98		06/06/22	
		AMAZON.COM*1L3CQ21S2				ADULT BOOKS				
2112		12/22 AP	05/17/22	0140166	US BANK		30.15		06/06/22	
		AMZN MKTP US*1L2OA7AF0				ADULT BOOKS				
2112		12/22 AP	05/17/22	0140166	US BANK		26.98		06/06/22	
		AMZN MKTP US*1R6Z43XL1				ADULT BOOKS				
2112		12/22 AP	05/16/22	0140166	US BANK		17.69		06/06/22	
		AMAZON.COM*1L6XR8JJC2				ADULT BOOKS				
2112		12/22 AP	05/10/22	0140166	US BANK		12.99		06/06/22	
		AMAZON.COM*1L5GB7MS1				ADULT BOOKS				
2112		12/22 AP	05/10/22	0140166	US BANK		36.00		06/06/22	
		AMAZON.COM*136VG0XF0				ADULT BOOKS				
2112		12/22 AP	05/09/22	0140166	US BANK		16.99		06/06/22	
		AMAZON.COM*135WX2GS2				ADULT BOOKS				
2112		12/22 AP	05/05/22	0140166	US BANK		30.19		06/06/22	
		AMZN MKTP US*1Q4KP47Q2				ADULT BOOKS				
2112		12/22 AP	05/02/22	0140166	US BANK		29.95		06/06/22	
		AMAZON.COM*1Q7EZ7PI0				ADULT BOOKS				
2112		12/22 AP	05/02/22	0140166	US BANK		31.20		06/06/22	
		AMAZON.COM*1Q6EG4PU2				ADULT BOOKS				
2112		12/22 AP	05/02/22	0140166	US BANK		17.99		06/06/22	
		AMAZON.COM*1Q8E83P42				ADULT BOOKS				
2112		12/22 AP	05/02/22	0140166	US BANK		33.99		06/06/22	
		AMAZON.COM*1Q6JY5MF0				ADULT BOOKS				
2112		12/22 AP	05/02/22	0140166	US BANK		28.00		06/06/22	
		AMAZON.COM*1Q3VL61W0				ADULT BOOKS				
2112		12/22 AP	04/28/22	0140166	US BANK		17.99		06/06/22	
		AMAZON.COM*1O2Y35IL0				ADULT BOOKS				
2112		12/22 AP	04/28/22	0140166	US BANK		16.99		06/06/22	
		AMAZON.COM*1O0GF6RC2				ADULT BOOKS				
2112		12/22 AP	04/26/22	0140166	US BANK		35.92		06/06/22	
		AMZN MKTP US*1Q4HG2HI1				ADULT BOOKS				
2112		12/22 AP	04/26/22	0140166	US BANK		82.71		06/06/22	
		AMZN MKTP US*1Q1WA9BI1				ADULT BOOKS				
2112		12/22 AP	04/25/22	0140166	US BANK		30.99		06/06/22	
		AMZN MKTP US*1Q3CC5TB1				ADULT BOOKS				
2112		12/22 AP	04/25/22	0140166	US BANK		31.93		06/06/22	
		AMAZON.COM*1O4PJ51N0				ADULT BOOKS				
2112		12/22 AP	04/25/22	0140166	US BANK		43.63		06/06/22	
		AMAZON.COM*1Q97Q9MZ1				ADULT BOOKS				
2112		12/22 AP	04/25/22	0140166	US BANK		20.15		06/06/22	
		AMAZON.COM*1O3ZX1HQ0				ADULT BOOKS				
2112		12/22 AP	04/22/22	0140166	US BANK		19.34		06/06/22	
		AMAZON.COM*1O0YS4TQ0				ADULT BOOKS				
2112		12/22 AP	04/21/22	0140166	US BANK		29.45		06/06/22	

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FUND 101 GENERAL FUND										
101-1061-423.89-20						MISCELLANEOUS SERVICES / ADULT BOOKS AMAZON.COM*100319R11 AMZN ADULT BOOKS				continued
						ACCOUNT TOTAL	770.88	.00	770.88	
101-1061-423.89-21						MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS				
2112		12/22 AP		05/11/22	0140166	US BANK	17.46			06/06/22
						AMZN MKTP US*139AT5B82 YOUNG ADULT BOOKS				
						ACCOUNT TOTAL	17.46	.00	17.46	
101-1061-423.89-22						MISCELLANEOUS SERVICES / YOUTH BOOKS				
2112		12/22 AP		05/16/22	0140166	US BANK	18.40			06/06/22
						AMAZON.COM*1ROBN3EH1 AMZN YOUTH BOOKS				
						ACCOUNT TOTAL	18.40	.00	18.40	
101-1061-423.89-24						MISCELLANEOUS SERVICES / ADULT AUDIO				
2112		12/22 AP		05/17/22	0140166	US BANK	7.48			06/06/22
						AMZN MKTP US*1R6Z43XL1 ADULT CD MUSIC				
2112		12/22 AP		05/16/22	0140166	US BANK	76.89			06/06/22
						AMAZON.COM*1R9CD8E81 AMZN ADULT CD MUSIC				
2112		12/22 AP		05/10/22	0140166	US BANK	12.91			06/06/22
						AMAZON.COM*1L5GB7MS1 AMZN ADULT CD MUSIC				
						ACCOUNT TOTAL	97.28	.00	97.28	
101-1061-423.89-25						MISCELLANEOUS SERVICES / ADULT VIDEO				
2112		12/22 AP		05/17/22	0140166	US BANK	75.96			06/06/22
						AMZN MKTP US*1L20A7AF0 ADULT VIDEOS				
2112		12/22 AP		04/28/22	0140166	US BANK	29.67			06/06/22
						AMAZON.COM*100GF6RC2 ADULT VIDEOS				
2112		12/22 AP		04/25/22	0140166	US BANK	18.98			06/06/22
						AMZN MKTP US*1Q7071P71 ADULT VIDEOS				
						ACCOUNT TOTAL	124.61	.00	124.61	
101-1061-423.89-26						MISCELLANEOUS SERVICES / NON-PRINT RESOURCES				
2112		12/22 AP		04/25/22	0140166	US BANK	58.89			06/06/22
						AMAZON.COM*107350ES2 AMZN ADULT VIDEO GAMES				
						ACCOUNT TOTAL	58.89	.00	58.89	
101-1061-423.89-47						MISCELLANEOUS SERVICES / LIBRARY OF THINGS				

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FUND 101 GENERAL FUND										
101-1061-423.89-47						MISCELLANEOUS SERVICES / LIBRARY OF THINGS				continued
2112			AP	12/22	05/19/22 0140166	US BANK	133.46			06/06/22
						AMAZON.COM*1L03Y8QV2 AMZN				
						CALCULATOR, PROTRACTOR, 3				
2112			AP	12/22	05/19/22 0140166	US BANK	9.99			06/06/22
						AMZN MKTP US*1L23R3Q42				
						ARCHITECTUAL RULER				
2112			AP	12/22	05/19/22 0140166	US BANK	140.10			06/06/22
						AMAZON.COM*1L5338QZ2				
						CASES FOR HOTSPOTS				
2112			AP	12/22	05/19/22 0140166	US BANK	35.25			06/06/22
						AMZN MKTP US*1L73Y9QV2				
						DVD PLAYER CASE, RCA&HDMI				
2112			AP	12/22	05/19/22 0140166	US BANK	19.46			06/06/22
						AMZN MKTP US*1L8A80HD0				
						UKULELE TUNER				
2112			AP	12/22	05/18/22 0140166	US BANK	26.90			06/06/22
						AMZN MKTP US*1L2Z25V10				
						3" PREMIUM KEY TAGS				
2112			AP	12/22	05/02/22 0140166	US BANK	36.47			06/06/22
						AMZN MKTP US*1Q1BU3GY2				
						LABEL MAKER CASE & TAPE				
2112			AP	12/22	04/25/22 0140166	US BANK	45.55			06/06/22
						AMZN MKTP US*1Q0VI4GE1				
						BANJO CASE				
						ACCOUNT TOTAL	447.18	.00	447.18	
101-1061-423.93-01 EQUIPMENT / EQUIPMENT										
2112			AP	12/22	04/21/22 0140166	US BANK	280.00			06/06/22
						AMZN MKTP US*106298FDO				
						HARD DRIVES				
						ACCOUNT TOTAL	280.00	.00	280.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2121			AP	12/22	06/02/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			06/14/22
						COPY PAPER				
2103			AP	12/22	05/24/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	8.11			06/14/22
						COPY PAPER AND MARKERS				
2108			AP	12/22	04/29/22 0140166	US BANK	29.95			06/06/22
						A.T. - CROSSONLINE				
						GEL ROLLERBALL PEN REFILL				
						ACCOUNT TOTAL	38.82	.00	38.82	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2121			AP	12/22	06/02/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			06/14/22
						COPY PAPER				
						ACCOUNT TOTAL	.76	.00	.76	
101-1158-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2108			AP	12/22	05/05/22 0140166	US BANK	225.35			06/06/22
						AMZN MKTP US*1Q9PI19I2				
						CERTIFICATE HOLDERS				
2108			AP	12/22	05/04/22 0140166	US BANK	117.30			06/06/22

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FUND 101 GENERAL FUND										
101-1158-441.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				continued
						AMZN MKTP US*1QSS61KE2				DIPLOMA CERTIFCATE COVERS
						ACCOUNT TOTAL	342.65	.00	342.65	
101-1158-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
2108				12/22	AP 05/20/22 0140166	US BANK	8.00			06/06/22
						IOWRC HYATT CONF CENTE				PARKING-DEV22 CONF-GREEN
						ACCOUNT TOTAL	8.00	.00	8.00	
101-1199-411.32-91						COMM PROTECTION GRANTS / POL-TARGET CHILD SAFETY				
2108				12/22	AP 04/21/22 0140166	US BANK	122.93			06/06/22
						DRI*UPRINTING				MAGNETS-COMMUNITY EVENTS
						ACCOUNT TOTAL	122.93	.00	122.93	
101-1199-421.31-12						HUMAN DEVELOPMENT GRANTS / GRANTS-CULT IAC GEN OP				
2108				12/22	AP 05/04/22 0140166	US BANK		179.00		06/06/22
						AMAZON.COM				REFUND-INCORRECT KEYBOARD
2108				12/22	AP 04/25/22 0140166	US BANK	179.00			06/06/22
						AMAZON.COM*105GA9EJ2 AMZN				APPLE KEYBOARD
						ACCOUNT TOTAL	179.00	179.00	.00	
101-1199-421.31-21						HUMAN DEVELOPMENT GRANTS / GRANTS-LIBRARY STATE AID				
2112				12/22	AP 05/10/22 0140166	US BANK	36.75			06/06/22
						AMZN MKTP US*139CJ95J2				TOTE BAGS (IBEE STEM)
						ACCOUNT TOTAL	36.75	.00	36.75	
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				
2152				12/22	AP 05/26/22 0000000	COURIER LEGAL COMMUNICATIONS	530.71			06/14/22
						5/16/22 CC MTG.MINS/BILLS				
2152				12/22	AP 05/20/22 0000000	COURIER LEGAL COMMUNICATIONS	19.42			06/14/22
						PH NTC CENTER STREET				STREETSCAPING PROJECT
2152				12/22	AP 05/20/22 0000000	COURIER LEGAL COMMUNICATIONS	34.12			06/14/22
						PH NTC GCP1 BOND SALE				
2152				12/22	AP 05/20/22 0000000	COURIER LEGAL COMMUNICATIONS	34.65			06/14/22
						PH NTC GCP2 BOND SALE				
2152				12/22	AP 05/20/22 0000000	COURIER LEGAL COMMUNICATIONS	33.60			06/14/22
						PH NTC ECP BOND SALE				
2152				12/22	AP 05/13/22 0000000	COURIER LEGAL COMMUNICATIONS	362.65			06/14/22
						5/2/22 CC MTG.MINS/BILLS				
2152				12/22	AP 05/06/22 0000000	COURIER LEGAL COMMUNICATIONS	29.92			06/14/22

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FUND 101 GENERAL FUND										
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING continued										
ORD.3010										
ACCOUNT TOTAL							1,045.07	.00	1,045.07	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2135				12/22	AP 05/24/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.25		06/14/22	
POST IT NOTES										
2135				12/22	AP 05/23/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	6.29		06/14/22	
COPY PAPER										
ACCOUNT TOTAL							9.54	.00	9.54	
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2135				12/22	AP 05/24/22 0000000	MAIN STREET WATERLOO	19.30		06/14/22	
MAIN STREET NOW RICHMOND,VA UBER SHARE										
2108				12/22	AP 05/20/22 0140166	US BANK	6.34		06/06/22	
RICHMOND AIRPORT MEAL:MAIN ST IA-SHEETZ										
2108				12/22	AP 05/20/22 0140166	US BANK	32.75		06/06/22	
TST* CAH - DOWNTOWN MEAL:MAIN ST IA-SHEETZ										
2108				12/22	AP 05/19/22 0140166	US BANK	13.05		06/06/22	
TST* POP'S MARKET MEAL:MAIN ST IA-SHEETZ										
2108				12/22	AP 05/18/22 0140166	US BANK	9.17		06/06/22	
POTBELLY #524 MEAL:MAIN ST IA-SHEETZ										
2108				12/22	AP 05/17/22 0140166	US BANK	26.83		06/06/22	
TST* TARRANTS CAFE MEAL:MAIN ST IA-SHEETZ										
2108				12/22	AP 05/17/22 0140166	US BANK	30.00		06/06/22	
AMERICAN AIR0010264480204 BAG FEE-SHEETZ-MAIN ST IA										
ACCOUNT TOTAL							137.44	.00	137.44	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2135				12/22	AP 05/23/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	22.47		06/14/22	
COPY PAPER										
2130				12/22	AP 05/18/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	7.57		06/14/22	
LEGAL PADS, SHARPIES										
ACCOUNT TOTAL							30.04	.00	30.04	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
2135				12/22	AP 05/03/22 0000000	POLK'S LOCK SERVICE, INC.	75.00		06/14/22	
CODE ENF.-OPEN HOUSE 3120 HOMEWAY										
ACCOUNT TOTAL							75.00	.00	75.00	

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FUND 101 GENERAL FUND										
101-2235-412.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
2108		12/22 AP		05/16/22	0140166	US BANK	60.00		06/06/22	
						PAYPAL *IOWA CHAPTE IOWA				
2108		12/22 AP		04/21/22	0140166	US BANK	75.00		06/06/22	
						IOWA LEAGUE OF CITIES				
						REG:PHOTOVOLTAIC-STURM				
						REG:NUISANCE CONF-A SPRAY				
						ACCOUNT TOTAL	135.00	0.00	135.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2135		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.59		06/14/22	
						POST IT NOTES				
2135		12/22 AP		05/23/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.98		06/14/22	
						COPY PAPER				
						ACCOUNT TOTAL	25.57	0.00	25.57	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2139		12/22 AP		06/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	24.98		06/14/22	
						MARKERS, BINDERS				
2117		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	93.02		06/14/22	
						FIRST AID KIT, MARKERS				
2107		12/22 AP		05/31/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	10.78		06/14/22	
						STICKY NOTES				
						ACCOUNT TOTAL	128.78	0.00	128.78	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES										
2108		12/22 AP		05/18/22	0140166	US BANK	129.16		06/06/22	
						WM SUPERCENTER #753				
						SUNBLOCK, CUPS, WIPES, JUG				
						ACCOUNT TOTAL	129.16	0.00	129.16	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT										
2108		12/22 AP		05/02/22	0140166	US BANK	35.80		06/06/22	
						MAXOVER.COM				
2108		12/22 AP		05/02/22	0140166	US BANK	32.07		06/06/22	
						O DONNELL ACE HARDWARE				
						HOG RING, STAR BIT, SCREWS				
						ACCOUNT TOTAL	67.87	0.00	67.87	
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT										
2139		12/22 AP		05/24/22	0000000	SITEONE LANDSCAPE SUPPLY, LLC	661.64		06/14/22	
						LESCO TURFACE ALLSPORT				
2108		12/22 AP		05/16/22	0140166	US BANK	14.38		06/06/22	
						O DONNELL ACE HARDWARE				
						SPRAY PAINT, TAPE				

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FUND 101 GENERAL FUND										
101-2253-423.72-32						OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT				
2108		12/22 AP		05/06/22	0140166	US BANK	13.69		06/06/22	
						O DONNELL ACE HARDWARE				
2108		12/22 AP		04/25/22	0140166	US BANK	71.92		06/06/22	
						BUILDERS SELECT LLC 5258				
						MARBLE DUST FIELD MARKER				
						ACCOUNT TOTAL	761.63	0.00	761.63	
101-2253-423.72-41						OPERATING SUPPLIES / THE FALLS CONCESSIONS				
2139		12/22 AP		06/06/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2139		12/22 AP		06/05/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2139		12/22 AP		06/05/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2117		12/22 AP		06/03/22	0000000	MYERS-COX COMPANY	794.54		06/14/22	
						CONCESSION CANDY,SNACKS				
2139		12/22 AP		06/03/22	0000000	PAPA JOHN'S PIZZA	72.00		06/14/22	
						CONCESSION PIZZA				
2139		12/22 AP		06/03/22	0000000	PAPA JOHN'S PIZZA	72.00		06/14/22	
						CONCESSION PIZZA				
2139		12/22 AP		06/02/22	0000000	PAPA JOHN'S PIZZA	72.00		06/14/22	
						CONCESSION PIZZA				
2139		12/22 AP		06/02/22	0000000	PAPA JOHN'S PIZZA	40.00		06/14/22	
						CONCESSION PIZZA				
2139		12/22 AP		06/02/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2139		12/22 AP		06/02/22	0000000	ATLANTIC COCA-COLA	509.48		06/14/22	
						CONCESSIONS-SODA				
2139		12/22 AP		06/01/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2117		12/22 AP		05/31/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2139		12/22 AP		05/31/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2107		12/22 AP		05/30/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2107		12/22 AP		05/30/22	0000000	PAPA JOHN'S PIZZA	72.00		06/14/22	
						CONCESSION PIZZA				
2107		12/22 AP		05/30/22	0000000	PAPA JOHN'S PIZZA	64.00		06/14/22	
						CONCESSION PIZZA				
2107		12/22 AP		05/30/22	0000000	PAPA JOHN'S PIZZA	72.00		06/14/22	
						CONCESSION PIZZA				
2107		12/22 AP		05/29/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2107		12/22 AP		05/29/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2107		12/22 AP		05/29/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				

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FUND 101 GENERAL FUND										
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued				
2107		12/22 AP		05/28/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2107		12/22 AP		05/28/22	0000000	PAPA JOHN'S PIZZA	48.00		06/14/22	
						CONCESSION PIZZA				
2107		12/22 AP		05/26/22	0000000	DIPPIN' DOTS, LLC	1,445.48		06/14/22	
						DIPPIN DOTS ICE CREAM				
2139		12/22 AP		05/26/22	0000000	MYERS-COX COMPANY	2,046.21		06/14/22	
						CONCESSIONS-INITIAL ORDER				
2139		12/22 AP		05/24/22	0000000	MYERS-COX COMPANY		35.46	06/14/22	
						ITEMS RETURNED				
2108		12/22 AP		05/04/22	0140166	US BANK	78.98		06/06/22	
						WM SUPERCENTER #753				
						FRIDGE THEROMETERS,RAGS				
						ACCOUNT TOTAL	5,962.69	35.46	5,927.23	
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
2108		12/22 AP		05/12/22	0140166	US BANK	300.00		06/06/22	
						PUSH PEDAL PULL-CORPORAT				
2108		12/22 AP		05/11/22	0140166	US BANK	109.00		06/06/22	
						KEISER CORPORATION				
2108		12/22 AP		04/29/22	0140166	US BANK	33.26		06/06/22	
						JOHNSON HLTH TECH-CRP				
						TREADMILL POWER SWITCHES				
						ACCOUNT TOTAL	442.26	.00	442.26	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS										
2117		12/22 AP		05/23/22	0000000	ACCO UNLIMITED CORPORATION	779.00		06/14/22	
						ACID RERFILL				
						ACCOUNT TOTAL	779.00	.00	779.00	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA										
2139		12/22 AP		05/31/22	0000000	ICAN, INC.	200.00		06/14/22	
						MEDIA				
2108		12/22 AP		04/28/22	0140166	US BANK	12.99		06/06/22	
						CANVA* I03403-24254828				
						ADVERTISING				
						ACCOUNT TOTAL	212.99	.00	212.99	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
2107		12/22 AP		05/31/22	0000000	HARRIS CLEANING SERVICE, INC.	3,000.00		06/14/22	
						VENT CLEANING				
2107		12/22 AP		05/31/22	0000000	HARRIS CLEANING SERVICE, INC.	2,430.00		06/14/22	
						VENT CLEANING				
2117		12/22 AP		05/31/22	0000000	CULLIGAN WATER CONDITIONING	156.25		06/14/22	

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FUND 101 GENERAL FUND										
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP						continued				
MAY CULLIGAN SERVICE										
2107				12/22	AP 05/23/22 0000000	PRINT INNOVATIONS	1,125.00			06/14/22
WINDOW PERFORATION REMOVE AND INSTALL										
2108				12/22	AP 05/16/22 0140166	US BANK	20.99			06/06/22
O DONNELL ACE HARDWARE BATTERIES D										
2108				12/22	AP 04/22/22 0140166	US BANK	79.14			06/06/22
O DONNELL ACE HARDWARE TENNIS COURT ZIP TIES										
ACCOUNT TOTAL							6,811.38	0.00		6,811.38
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
2117				12/22	AP 05/31/22 0000000	ACCO UNLIMITED CORPORATION		99.80		06/14/22
CREDIT REPAIR PARTS										
2117				12/22	AP 05/31/22 0000000	ACCO UNLIMITED CORPORATION	1,157.22			06/14/22
LAP FILTER REPAIR										
2117				12/22	AP 05/31/22 0000000	ACCO UNLIMITED CORPORATION		907.22		06/14/22
FILTER REPAIR CREDIT										
2117				12/22	AP 05/31/22 0000000	ACCO UNLIMITED CORPORATION	176.40			06/14/22
CL2 TUBING REPLACEMENT										
2117				12/22	AP 05/31/22 0000000	KEYSTONE LABORATORIES, INC.	51.75			06/14/22
MAY'22 WATER TEST										
2139				12/22	AP 05/31/22 0000000	HUPP ELECTRIC MOTORS	3,479.92			06/14/22
REPAIR MOTOR - LR FEATURES PIT										
2107				12/22	AP 05/26/22 0000000	BUILDERS SELECT LLC	6.99			06/14/22
SCREWS-TOTEM POLE BENCH										
2107				12/22	AP 05/25/22 0000000	BUILDERS SELECT LLC	16.49			06/14/22
SCREWS-TOTEM POLE BENCH										
2117				12/22	AP 05/25/22 0000000	PLUMB TECH INC.	490.67			06/14/22
ZERO DEPTH PIPE REPAIR										
2139				12/22	AP 05/24/22 0000000	MENARDS-CEDAR FALLS	1,354.07			06/14/22
LUMBER, SCREWS, TAPCON, BITS										
2123				12/22	AP 05/20/22 0000000	MENARDS-CEDAR FALLS		54.11		06/14/22
RETURN ON SCREWS										
2153				12/22	AP 05/20/22 0000000	MENARDS-CEDAR FALLS		696.70		06/14/22
REFUND-LUMBER RETURNED										
2117				12/22	AP 05/19/22 0000000	POLK'S LOCK SERVICE, INC.	75.00			06/14/22
SAFE REPAIR										
2117				12/22	AP 05/19/22 0000000	CITY LAUNDERING CO.	431.77			06/14/22
INITIAL 1ST AID STOCK FAC										
2117				12/22	AP 05/18/22 0000000	HUPP ELECTRIC MOTORS	547.50			06/14/22
8 INCH FLANGES										
2108				12/22	AP 05/17/22 0140166	US BANK	17.99			06/06/22
O DONNELL ACE HARDWARE STAINLESS SCREWS										
2108				12/22	AP 05/16/22 0140166	US BANK	253.15			06/06/22
MENARDS CEDAR FALLS IA HOSE & CLEANING SUPPLIES										
2108				12/22	AP 05/16/22 0140166	US BANK	22.72			06/06/22
O DONNELL ACE HARDWARE STAINLESS SCREWS										
2108				12/22	AP 05/13/22 0140166	US BANK	45.16			06/06/22

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FUND 101 GENERAL FUND										
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.						continued				
2108				12/22	AP 05/12/22 0140166	MENARDS CEDAR FALLS IA LADDER TREAD TAPE US BANK	13.38		06/06/22	
2108				12/22	AP 05/06/22 0140166	O DONNELL ACE HARDWARE STEEL WOOL FOR STAINLESS US BANK	27.96		06/06/22	
2108				12/22	AP 05/05/22 0140166	O DONNELL ACE HARDWARE HAND SHOVELS US BANK	28.67		06/06/22	
2108				12/22	AP 05/03/22 0140166	O DONNELL ACE HARDWARE HOSE NOZZLES /SPARK PLUG US BANK	66.39		06/06/22	
2108				12/22	AP 05/03/22 0140166	O DONNELL ACE HARDWARE O RINGS/HOSE NOZZELS US BANK	13.38		06/06/22	
2108				12/22	AP 05/02/22 0140166	O DONNELL ACE HARDWARE GASKET MATERIAL US BANK	5.79		06/06/22	
2108				12/22	AP 04/21/22 0140166	FARM & FLT OF CEDAR FLS FLOOR CLEANER US BANK	13.99		06/06/22	
2108				12/22	AP 04/21/22 0140166	MENARDS CEDAR FALLS IA REPL TOILET SEAT- MENS US BANK	14.07		06/06/22	
2108				12/22	AP 04/21/22 0140166	O DONNELL ACE HARDWARE MENS LR PIPE REPAIR US BANK	14.69		06/06/22	
						O DONNELL ACE HARDWARE OFFICE SINK PARTS				
ACCOUNT TOTAL							8,325.12	1,757.83	6,567.29	
101-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2107				12/22	AP 05/19/22 0000000	BIRDSALL REKEYING POLK'S LOCK SERVICE,INC. BUILDING	704.00		06/14/22	
ACCOUNT TOTAL							704.00	.00	704.00	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
2108				12/22	AP 05/20/22 0140166	MICHAELS STORES 1246 WATERCOLOR PAPER,DRYERASE US BANK	99.92		06/06/22	
2108				12/22	AP 05/19/22 0140166	AMZN MKTP US*1L80Y08U2 SUNPRINT PAPER US BANK	95.94		06/06/22	
2108				12/22	AP 05/18/22 0140166	WAL-MART #0753 SCISSORS,HOT GLUE GUN, US BANK	206.06		06/06/22	
2108				12/22	AP 05/18/22 0140166	AMZN MKTP US*1R49T1DJ1 GLASS MAGNET SET US BANK	39.01		06/06/22	
2108				12/22	AP 05/11/22 0140166	MICHAELS STORES 1246 CRICUT BLADE,CHENILLE US BANK	82.32		06/06/22	
2108				12/22	AP 05/02/22 0140166	DOLLAR TREE SOCKS,STICKERS,CANVAS US BANK	58.75		06/06/22	
2108				12/22	AP 04/28/22 0140166	WAL-MART #0753 SPRAY BOTTLE,SHARPIES, US BANK	86.71		06/06/22	
2108				12/22	AP 04/27/22 0140166	WAWAK REFUND OF SALES TAX US BANK		12.20	06/06/22	
2108				12/22	AP 04/21/22 0140166	AMZN MKTP US*101HQ8YV1 LINOLEUM FOR STAMP CLASS US BANK	67.96		06/06/22	

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FUND 101 GENERAL FUND										
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued				
ACCOUNT TOTAL							736.67	12.20	724.47	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
2138		12/22 AP		06/02/22	0000000	SIGNS BY TOMORROW	388.50		06/14/22	
2138		12/22 AP		05/24/22	0000000	SIGNS & DESIGNS, INC.	100.00		06/14/22	
2108		12/22 AP		05/16/22	0140166	US BANK	12.29		06/06/22	
2108		12/22 AP		05/16/22	0140166	US BANK	19.98		06/06/22	
ACCOUNT TOTAL							520.77	.00	520.77	
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES										
2138		12/22 AP		05/27/22	0000000	WAPSIE PINES LAWN CARE/LANDSC	94.33		06/14/22	
2108		12/22 AP		05/11/22	0140166	US BANK	16.05		06/06/22	
ACCOUNT TOTAL							110.38	.00	110.38	
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
2108		12/22 AP		04/25/22	0140166	US BANK	64.20		06/06/22	
2108		12/22 AP		04/25/22	0140166	US BANK	49.98		06/06/22	
ACCOUNT TOTAL							114.18	.00	114.18	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2138		12/22 AP		05/25/22	0000000	MUSSIG, QUENTIN	135.00		06/14/22	
ACCOUNT TOTAL							135.00	.00	135.00	
101-2280-423.81-60 PROFESSIONAL SERVICES / EXHIBITION FEES										
2108		12/22 AP		04/25/22	0140166	US BANK	301.39		06/06/22	
PROJECT#: 576										
ACCOUNT TOTAL							301.39	.00	301.39	

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FUND 101 GENERAL FUND										
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
2138		12/22 AP		05/31/22	0000000	IOWA PUBLIC RADIO, INC.	304.00		06/14/22	
						IPR RADIO ADS				
2108		12/22 AP		05/10/22	0140166	US BANK	12.95		06/06/22	
						CANVA* I03415-12705351				
						MONTHLY SUBSCRIPTION FEE				
2108		12/22 AP		05/04/22	0140166	US BANK	5.27		06/06/22	
						FACEBK 7SUJGETYN2				
						PROGRAM FACEBOOK ADS				
2108		12/22 AP		05/03/22	0140166	US BANK	84.27		06/06/22	
						FACEBK HCT3QQ7ZN2				
						SUMMER CLASS PROGRAM ADS				
						ACCOUNT TOTAL	406.49	.00	406.49	
101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS										
2108		12/22 AP		05/18/22	0140166	US BANK	26.98		06/06/22	
						AMZN MKTP US*1R5708B41				
						OFFICE SUPPLIES				
						ACCOUNT TOTAL	26.98	.00	26.98	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
2108		12/22 AP		04/28/22	0140166	US BANK	67.29		06/06/22	
						HY-VEE CEDAR FALLS 1052				
						SNACK MIX, CRACKERS, CUPS				
2108		12/22 AP		04/25/22	0140166	US BANK	90.31		06/06/22	
						TARGET 00017921				
						VEGGIES, CAKES, FRUIT				
						ACCOUNT TOTAL	157.60	.00	157.60	
101-2280-423.93-01 EQUIPMENT / EQUIPMENT										
2108		12/22 AP		05/13/22	0140166	US BANK	33.36		06/06/22	
						MENARDS CEDAR FALLS IA				
						MOVING BLANKETS FOR				
2108		12/22 AP		05/05/22	0140166	US BANK		21.70	06/06/22	
						CRICUT				
						REFUND OF SALES TAX				
2108		12/22 AP		04/27/22	0140166	US BANK	343.69		06/06/22	
						CRICUT				
						CRICUT MAKER CUTTER				
2108		12/22 AP		04/25/22	0140166	US BANK	170.00		06/06/22	
						AMAZON.COM*105GA9EJ2 AMZN				
						APPLE KEYBOARD				
						ACCOUNT TOTAL	547.05	21.70	525.35	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.51		06/14/22	
						COPY PAPER				
						ACCOUNT TOTAL	1.51	.00	1.51	
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES										

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FUND 101 GENERAL FUND									
101-4511-414.72-04						OPERATING SUPPLIES / SCBA SUPPLIES			continued
2159				12/22 AP 06/02/22	0000000	SANDRY FIRE SUPPLY, L.L.C.	13.13		06/14/22
						SCBA FACEPIECE TESTING			
						ACCOUNT TOTAL	13.13	.00	13.13
101-4511-414.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES			
2159				12/22 AP 05/20/22	0000000	BLACK HAWK CO.EMERG.MED.SERV.	50.00		06/14/22
						MEMBERSHIP DUES-2022			
2159				12/22 AP 05/16/22	0000000	INTERNTL.ASSOC-ARSON INVESTIG	100.00		06/14/22
						MEMBERSHIP-TIM SMITH			
						04/01/22-04/01/23			
2159				12/22 AP 04/18/22	0000000	IOWA FIRE MARSHALS ASSOCIATIO	50.00		06/14/22
						2022 MEMBERSHIP DUES			
						MATT KRUEGER			
						ACCOUNT TOTAL	200.00	.00	200.00
101-4511-414.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT			
2108				12/22 AP 05/02/22	0140166	US BANK	137.37		06/06/22
						AMZN MKTP US*1Q9K56MD2 AM			
						PADDLE HOLSTERS-FIRE			
2108				12/22 AP 05/02/22	0140166	US BANK	183.16		06/06/22
						AMZN MKTP US*1Q4213M20			
						PADDLE HOLSTERS-FIRE			
						ACCOUNT TOTAL	320.53	.00	320.53
101-4511-414.73-06						OTHER SUPPLIES / BUILDING REPAIR			
2163				12/22 AP 05/17/22	0000000	BENTON'S READY MIX CONCRETE,	243.75		06/14/22
						CONCRETE-DAMAGED CURB			
						PSS BUILDING			
						ACCOUNT TOTAL	243.75	.00	243.75
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES			
2163				12/22 AP 05/19/22	0000000	CITY LAUNDERING CO.	27.81		06/14/22
						RESTOCK FD FIRST AID KIT			
						ACCOUNT TOTAL	27.81	.00	27.81
101-4511-414.73-55						FIRE / OTHER SUPPLIES			
2159				12/22 AP 06/08/22	0000000	SIGNS BY TOMORROW	782.50		06/14/22
						FIREWORKS SIGNS			
						PROJECT#: 909			
2159				12/22 AP 05/25/22	0000000	SIGNS BY TOMORROW	1,288.75		06/14/22
						FIREWORKS SIGNS			
						PROJECT#: 909			
						ACCOUNT TOTAL	2,071.25	.00	2,071.25

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FUND 101 GENERAL FUND										
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
2108		12/22 AP		05/13/22	0140166	US BANK	26.88			06/06/22
						FAREWAY STORES				
2108		12/22 AP		05/02/22	0140166	US BANK	29.44			06/06/22
						OUTBACK 1419				
2108		12/22 AP		05/02/22	0140166	US BANK	756.00			06/06/22
						HAMPTON INN & SUITES C				
2108		12/22 AP		04/29/22	0140166	US BANK	12.47			06/06/22
						JEWEL OSCO 3405				
2108		12/22 AP		04/29/22	0140166	US BANK	59.53			06/06/22
						MURPHY7696ATWALMART				
2108		12/22 AP		04/29/22	0140166	US BANK	24.02			06/06/22
						5GUYS 0526 QSR				
2108		12/22 AP		04/27/22	0140166	US BANK	15.99			06/06/22
						CHIPOTLE 1186				
2108		12/22 AP		04/26/22	0140166	US BANK	42.33			06/06/22
						WAL-MART #3891				
2108		12/22 AP		04/26/22	0140166	US BANK	25.04			06/06/22
						CHILI'S WAUKEGAN #1804				
2108		12/22 AP		04/26/22	0140166	US BANK	25.96			06/06/22
						HARDWARE RESTAURANT LLC				
						ACCOUNT TOTAL	1,017.66	.00		1,017.66
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2159		12/22 AP		05/31/22	0000000	FIRE SERVICE TRNG. BUREAU	50.00			06/14/22
						1 CERT.FEE-FIRE OFFICER 2				
2159		12/22 AP		05/26/22	0000000	SAM ANNIS & CO.	95.00			06/14/22
						PROPANE-TRNG.SIMULATORS				
2108		12/22 AP		04/25/22	0140166	US BANK	80.00			06/06/22
						DPH REGULATORY PROGRAMS				
						ACCOUNT TOTAL	225.00	.00		225.00
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2159		12/22 AP		04/11/22	0000000	WERTJES UNIFORMS	244.47			06/14/22
						PSO UNIFORM ALLOWANCE				
						ACCOUNT TOTAL	244.47	.00		244.47
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2121		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.51			06/14/22
						COPY PAPER				
2163		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	212.64			06/14/22
						PAPER;PENS;ENVELOPES				
2108		12/22 AP		04/21/22	0140166	US BANK	200.00			06/06/22
						ID ZONE				
						INK RIBBONS-PD				

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FUND 101 GENERAL FUND											
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							continued				
ACCOUNT TOTAL							414.15	.00	414.15		
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
2163				12/22	AP 06/03/22 00000000	SHRED-IT USA	64.55			06/14/22	
						TICKET #85928056					
2163				12/22	AP 06/01/22 00000000	ON-SITE DOC. DESTRUCTION				06/14/22	
						THOMSON REUTERS - WEST	299.93				
						05/01/22-05/31/22					
2163				12/22	AP 06/01/22 00000000	INVESTIGATIVE SOFTWARE				06/14/22	
						L & M TRANSMISSION	75.00				
2163				12/22	AP 06/01/22 00000000	TOW & STORE-NISSAN ROGUE				06/14/22	
						LAK 923; #22-033097					
2163				12/22	AP 06/01/22 00000000	INVESTIGATIVE SOFTWARE				06/14/22	
						L & M TRANSMISSION	75.00				
2163				12/22	AP 06/01/22 00000000	TOW & STORE-CHRYSLER SEB.				06/14/22	
						030 ZHH; #22-036390					
2163				12/22	AP 06/01/22 00000000	TOW & STORE-NISSAN ROGUE				06/14/22	
						L & M TRANSMISSION	75.00				
2163				12/22	AP 06/01/22 00000000	TOW & STORE-HYUNDAI SANTA				06/14/22	
						JCY 179; #22-035735					
2163				12/22	AP 06/01/22 00000000	TOW & STORE-NISSAN ALTIMA				06/14/22	
						L & M TRANSMISSION	75.00				
2163				12/22	AP 06/01/22 00000000	TOW & STORE-JEEP CHEROKEE				06/14/22	
						LUA 621; #22-036968					
2163				12/22	AP 05/23/22 00000000	200 CAR WASH CARDS-PD				06/14/22	
						KWK TRIP, INC.	720.00				
2163				12/22	AP 05/19/22 00000000	RESTOCK PD FIRST AID KIT				06/14/22	
						CITY LAUNDERING CO.	63.03				
2163				12/22	AP 05/17/22 00000000	PLAQUE-DUSANKA SMITH				06/14/22	
						HERITAGE ART GALLERY-WATERLOO	25.00				
2163				12/22	AP 05/17/22 00000000	PLATES;FORKS-PD KITCHEN				06/14/22	
						MARTIN BROS.DISTRIBUTING	290.28				
2163				12/22	AP 05/16/22 00000000	TOW STOLEN FORD FUSION				06/14/22	
						RASMUSSEN CO., THE	75.00				
2108				12/22	AP 05/02/22 0140166	AMZN MKTP US*1Q8H82JJ0				06/06/22	
						US BANK	64.47				
2108				12/22	AP 04/28/22 0140166	AMZN MKTP US*1060T8RD0				06/06/22	
						US BANK	199.96				
						(2)SIGNATURE PADS-PD					
ACCOUNT TOTAL							2,177.22	.00	2,177.22		
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING											
2163				12/22	AP 04/05/22 00000000	NOTICE OF FOUND PROPERTY				06/14/22	
						COURIER LEGAL COMMUNICATIONS	17.27				
ACCOUNT TOTAL							17.27	.00	17.27		
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT											
2163				12/22	AP 05/21/22 00000000	BIKE HELMET				06/14/22	
						SCHHEELS ALL SPORTS	69.99				
2108				12/22	AP 05/20/22 0140166	AMZN MKTP US*1L9510KE0				06/06/22	
						US BANK	30.98				
						BIKE PATROL GEAR					

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FUND 101 GENERAL FUND											
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT						continued					
2108		12/22 AP	05/04/22	0140166	US BANK		80.96		06/06/22		
		AMZN MKTP US*137LJ0S91			BIKE PATROL GEAR						
2108		12/22 AP	05/02/22	0140166	US BANK		389.97		06/06/22		
		AMZN MKTP US*1Q9L06ND2			BIKE HELMET LIGHTS						
2163		12/22 AP	05/02/22	0000000	WERTJES UNIFORMS		342.00		06/14/22		
		HOLSTERS-INVENTORY									
2163		12/22 AP	04/29/22	0000000	WERTJES UNIFORMS		8.00		06/14/22		
		OPT.EQUIP.-BELT KEEPERS			DYLAN SCHARNAU						
2163		12/22 AP	04/11/22	0000000	WERTJES UNIFORMS		531.05		06/14/22		
		INTL.EQUIP.-NEW OFFICER			DYLAN SCHARNAU						
2163		12/22 AP	04/11/22	0000000	WERTJES UNIFORMS		245.30		06/14/22		
		INTL.EQUIP.-NEW OFFICER			DYLAN SCHARNAU						
		ACCOUNT TOTAL						1,698.25	.00	1,698.25	
101-5521-415.72-29 OPERATING SUPPLIES / MIRT EQUIPMENT											
2108		12/22 AP	05/18/22	0140166	US BANK		56.65		06/06/22		
		WINNEBAGO COUNCIL - BS			CABIN RENTAL-SWAT TRNG.						
		ACCOUNT TOTAL						56.65	.00	56.65	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM											
2163		12/22 AP	05/18/22	0000000	WERTJES UNIFORMS		84.00		06/14/22		
		UNIFORM ALLOWANCE-PANTS			CORY HINES						
2163		12/22 AP	04/15/22	0000000	WERTJES UNIFORMS		187.30		06/14/22		
		INTL.EQUIP.-NEW RESERVE			KRISTINE DUBOIS						
2163		12/22 AP	04/15/22	0000000	WERTJES UNIFORMS		119.00		06/14/22		
		INTL.UNIFORM-NEW RESERVE			KRISTINE DUBOIS						
2163		12/22 AP	04/15/22	0000000	WERTJES UNIFORMS		39.75		06/14/22		
		INTL.UNIFORM-NEW RESERVE			KRISTINE DUBOIS						
2163		12/22 AP	04/15/22	0000000	WERTJES UNIFORMS		589.05		06/14/22		
		INTL.EQUIP.-NEW RESERVE			KRISTINE DUBOIS						
2163		12/22 AP	04/15/22	0000000	WERTJES UNIFORMS		710.89		06/14/22		
		INTL.UNIFORM-NEW RESERVE			KRISTINE DUBOIS						
2163		12/22 AP	04/07/22	0000000	WERTJES UNIFORMS		719.84		06/14/22		
		INTL.UNIFORM-NEW RESERVE			TANNER OPPMAN						
2163		12/22 AP	04/07/22	0000000	WERTJES UNIFORMS		30.80		06/14/22		
		INTL.UNIFORM-NEW RESERVE			TANNER OPPMAN						
2163		12/22 AP	04/07/22	0000000	WERTJES UNIFORMS		568.05		06/14/22		
		INTL.EQUIP.-NEW RESERVE			TANNER OPPMAN						
2163		12/22 AP	04/07/22	0000000	WERTJES UNIFORMS		338.30		06/14/22		
		INTL.EQUIP.-NEW RESERVE			TANNER OPPMAN						
		ACCOUNT TOTAL						3,386.98	.00	3,386.98	
101-5521-415.73-06 COMMUNITY PROTECTION / POLICE											

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FUND 101 GENERAL FUND										
101-5521-415.73-06					COMMUNITY PROTECTION / POLICE					
2163		12/22 AP		05/17/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-DAMAGED CURB	243.75		06/14/22	
						ACCOUNT TOTAL	243.75	.00	243.75	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2163		12/22 AP		05/18/22	0000000	DOLLESLAGER, RICK	150.00		06/14/22	
						PRE-EMPLOYMENT POLYGRAPH KYLE JANIKOWSKI				
2163		12/22 AP		05/18/22	0000000	DOLLESLAGER, RICK	150.00		06/14/22	
						PRE-EMPLOYMENT POLYGRAPH ASHLEY LUCK				
2163		12/22 AP		05/15/22	0000000	NET TRANSCRIPTS, INC	25.87		06/14/22	
						TRANSCRIPTION SERVICES #22-005260				
						ACCOUNT TOTAL	325.87	.00	325.87	
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
2108		12/22 AP		05/03/22	0140166	US BANK	570.00		06/06/22	
						IACP 3 YR.MEMBERSHIP-BERTE				
						ACCOUNT TOTAL	570.00	.00	570.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2108		12/22 AP		05/20/22	0140166	US BANK		318.72	06/06/22	
						GRAND HARBOR RESORT CREDIT-HOTEL-MGIA CONF.				
2108		12/22 AP		05/20/22	0140166	US BANK	318.72		06/06/22	
						GRAND HARBOR RESORT HOTEL-MGIA CONF.-C.BARRON				
2108		12/22 AP		05/20/22	0140166	US BANK	318.72		06/06/22	
						GRAND HARBOR RESORT HOTEL-MGIA CONF.-B.MADSEN				
2108		12/22 AP		05/20/22	0140166	US BANK	318.72		06/06/22	
						GRAND HARBOR RESORT HOTEL-MGIA CONF.-HANCOCK				
2108		12/22 AP		05/20/22	0140166	US BANK	30.59		06/06/22	
						FAMOUS DAVES MEALS-EXEC.MGMT.-T.SMITH				
2108		12/22 AP		05/20/22	0140166	US BANK	16.62		06/06/22	
						CHIPOTLE 0498 MEALS-EXEC.MGMT.-T.SMITH				
2108		12/22 AP		05/20/22	0140166	US BANK	12.98		06/06/22	
						PAN ASIAN EXPRESS #300 MEALS-TASER SCH-SCHREIBER				
2108		12/22 AP		05/19/22	0140166	US BANK	14.37		06/06/22	
						SUBWAY 24539 MEALS-EXEC.MGMT.-T.SMITH				
2108		12/22 AP		05/19/22	0140166	US BANK	26.38		06/06/22	
						ANGELOS RISTORANTE MEALS-EXEC.MGMT.-T.SMITH				
2108		12/22 AP		05/19/22	0140166	US BANK	11.28		06/06/22	
						BWW ELMHURST MEALS-EXEC.MGMT.-T.SMITH				
2108		12/22 AP		05/18/22	0140166	US BANK	28.94		06/06/22	
						OUTBACK 1417 MEALS-EXEC.MGMT.-T.SMITH				
2108		12/22 AP		05/18/22	0140166	US BANK	15.42		06/06/22	
						NATHAN'S FAMOUS #301 MEALS-TASER SCH-SCHREIBER				

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FUND 101 GENERAL FUND									
101-5521-415.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				continued
2108				12/22 AP 05/17/22	0140166 US BANK	19.57		06/06/22	
					CHIPOTLE 0498 MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/17/22	0140166 US BANK	12.17		06/06/22	
					ORIGINAL CHICKEN #307 MEALS-TASER SCH-SCHREIBER				
2108				12/22 AP 05/17/22	0140166 US BANK	17.32		06/06/22	
					PAN ASIAN EXPRESS #300 MEALS-TASER SCH-SCHREIBER				
2108				12/22 AP 05/16/22	0140166 US BANK	7.20		06/06/22	
					IL TOLLWAY -PAY BY PLATE TOLLS-EXEC.MGMT-T.SMITH				
2108				12/22 AP 05/16/22	0140166 US BANK	9.79		06/06/22	
					SUBWAY 24539 MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/16/22	0140166 US BANK	11.14		06/06/22	
					ARBY'S 8753 MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/16/22	0140166 US BANK	43.01		06/06/22	
					SHELL SERVICE STATION FUEL-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/16/22	0140166 US BANK	13.78		06/06/22	
					WENDY'S 11768 MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/16/22	0140166 US BANK	522.50		06/06/22	
					COURTYARD BY MARRIOTT HOTEL-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/16/22	0140166 US BANK	29.09		06/06/22	
					CURB SVC LV YCS TAXI-TASER SCH-SCHREIBER				
2108				12/22 AP 05/16/22	0140166 US BANK	15.41		06/06/22	
					BONANNO'S NY PIZZA 306 MEALS-TASER SCH-SCHREIBER				
2108				12/22 AP 05/13/22	0140166 US BANK	26.88		06/06/22	
					FAREWAY STORES WATER-TRAINING				
2108				12/22 AP 05/13/22	0140166 US BANK	15.81		06/06/22	
					CHIPOTLE 0498 MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/13/22	0140166 US BANK	15.03		06/06/22	
					BWW ELMHURST MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/12/22	0140166 US BANK	14.37		06/06/22	
					SUBWAY 24539 MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/12/22	0140166 US BANK	25.17		06/06/22	
					OUTBACK 1417 MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/11/22	0140166 US BANK	13.52		06/06/22	
					CHIPOTLE 0498 MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/11/22	0140166 US BANK	30.16		06/06/22	
					ANGELOS RISTORANTE MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/11/22	0140166 US BANK	11.28		06/06/22	
					BWW ELMHURST MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/10/22	0140166 US BANK	57.58		06/06/22	
					SHELL OIL 57426696704 FUEL-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/10/22	0140166 US BANK	11.56		06/06/22	
					WENDY'S 11768 MEALS-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/10/22	0140166 US BANK	39.43		06/06/22	
					SUBWAY 35634 MEALS-FIREARMS TRAINING				
2108				12/22 AP 05/09/22	0140166 US BANK	24.03		06/06/22	
					SHELL SERVICE STATION FUEL-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/09/22	0140166 US BANK	522.50		06/06/22	
					COURTYARD BY MARRIOTT HOTEL-EXEC.MGMT.-T.SMITH				
2108				12/22 AP 05/06/22	0140166 US BANK	43.87		06/06/22	

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FUND 101 GENERAL FUND										
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
2108				12/22	AP 05/06/22 0140166	ROBERTOS RISTORANTE AND P MEALS-EXEC.MGMT.-T.SMITH US BANK	9.57		06/06/22	
2108				12/22	AP 05/06/22 0140166	SUBWAY 24539 MEALS-EXEC.MGMT.-T.SMITH US BANK	37.75		06/06/22	
2108				12/22	AP 05/06/22 0140166	OUTBACK 1417 MEALS-EXEC.MGMT.-T.SMITH US BANK	6.05		06/06/22	
2108				12/22	AP 05/06/22 0140166	COURTYARD BY MARRIOTT MEALS-EXEC.MGMT.-T.SMITH US BANK	11.28		06/06/22	
2108				12/22	AP 05/05/22 0140166	BWW ELMHURST MEALS-EXEC.MGMT.-T.SMITH US BANK	6.38		06/06/22	
2108				12/22	AP 05/04/22 0140166	COURTYARD BY MARRIOTT MEALS-EXEC.MGMT.-T.SMITH US BANK	13.93		06/06/22	
2108				12/22	AP 05/04/22 0140166	SUBWAY 24539 MEALS-EXEC.MGMT.-T.SMITH US BANK	53.16		06/06/22	
2108				12/22	AP 05/04/22 0140166	SHELL SERVICE STATION FUEL-EXEC.MGMT.-T.SMITH US BANK	13.85		06/06/22	
2108				12/22	AP 05/03/22 0140166	MARISCOS MIRAMAR MEALS-EXEC.MGMT.-T.SMITH US BANK	9.35		06/06/22	
2108				12/22	AP 04/25/22 0140166	SUBWAY 24539 MEALS-EXEC.MGMT.-T.SMITH US BANK	61.67		06/06/22	
						JETHRO S PORK CHOP GRILL MEALS-ILEA GRADUATION				
ACCOUNT TOTAL							2,887.90	318.72	2,569.18	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2163				12/22	AP 06/02/22 0000000	HAWKEYE COMMUNITY COLLEGE-CF	50.00		06/14/22	
2108				12/22	AP 05/11/22 0140166	REG:FBI INST.DEV.-SCHMIDT WATERLOO;7/11-7/15/22 US BANK	299.00		06/06/22	
2108				12/22	AP 05/10/22 0140166	IN *STREET COP TRAINING REG:PATROL TACT.-N.YOUNG US BANK		50.00	06/06/22	
2108				12/22	AP 05/10/22 0140166	IOWA POLICE CHIEFS ASSOCI REF:INTERNAL AFFAIRS US BANK		300.00	06/06/22	
2108				12/22	AP 05/10/22 0140166	IOWA POLICE CHIEFS ASSOCI REF:INTERNAL AFFAIRS-5/26 US BANK		50.00	06/06/22	
2108				12/22	AP 05/05/22 0140166	IOWA POLICE CHIEFS ASSOCI REF:INTERNAL AFFAIRS US BANK	750.00		06/06/22	
2108				12/22	AP 04/29/22 0140166	88 TACTICAL REG:HIGH THRT.CQB-DOUGAN US BANK	150.00		06/06/22	
2108				12/22	AP 04/29/22 0140166	IOWA POLICE CHIEFS ASSOCI REG:'22 ANNUAL CONF-BERTE US BANK	25.00		06/06/22	
2108				12/22	AP 04/27/22 0140166	ISSDA REG:RECORD RETENTION-HARN US BANK	50.00		06/06/22	
2108				12/22	AP 04/21/22 0140166	IOWA POLICE CHIEFS ASSOCI REG:INTERNAL AFFAIRS US BANK	455.00		06/06/22	
						GRANT WRITING USA REG:GRANT WRITING-CARMAN				
ACCOUNT TOTAL							1,779.00	400.00	1,379.00	

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FUND 101 GENERAL FUND											
101-5521-415.83-08						TRANSPORTATION&EDUCATION / ACADEMY					
2163		12/22 AP		05/20/22	0000000	IOWA LAW ENFORCEMENT ACADEMY	6,650.00		06/14/22		
						303RD BASIC LEVEL 1 TRNG. D.SCHARNAU;5/3-8/19/22					
2108		12/22 AP		05/12/22	0140166	US BANK	230.00		06/06/22		
						IOWA PRISON INDUSTRIES LLEA UNIFORM-D.SCHARNAU					
		ACCOUNT TOTAL						6,880.00	.00	6,880.00	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS											
2163		12/22 AP		05/21/22	0000000	SCEELS ALL SPORTS BIKE REPAIRS	127.00		06/14/22		
		ACCOUNT TOTAL						127.00	.00	127.00	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE											
2163		12/22 AP		05/10/22	0000000	WERTJES UNIFORMS	6.00		06/14/22		
						UNIF.ALLOW.-PATCHES SEWN GAVIN CARMAN					
2163		12/22 AP		05/06/22	0000000	WERTJES UNIFORMS	155.97		06/14/22		
						UNIF.ALLOW.-PANTS;POLO LIESEL REIMERS					
2163		12/22 AP		04/11/22	0000000	WERTJES UNIFORMS	908.47		06/14/22		
						INTL.UNIFORM-NEW OFFICER DYLAN SCHARNAU					
2163		12/22 AP		04/11/22	0000000	WERTJES UNIFORMS	79.50		06/14/22		
						INTL.UNIFORM-NEW OFFICER DYLAN SCHARNAU					
		ACCOUNT TOTAL						1,149.94	.00	1,149.94	
101-5521-415.93-01 EQUIPMENT / EQUIPMENT											
2108		12/22 AP		05/03/22	0140166	US BANK	118.65		06/06/22		
						AMZN MKTP US*1380S58R1 TAILLIGHTS;INNER TUBES					
		ACCOUNT TOTAL						118.65	.00	118.65	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY											
2163		12/22 AP		05/09/22	0000000	CEDAR BEND HUMANE SOCIETY	2,301.00		06/14/22		
						APR'22 ANIMAL SURRENDER					
2163		12/22 AP		05/01/22	0000000	WATERLOO, CITY OF	8,276.10		06/14/22		
						ANIMAL CALLS;4/1-4/30/22					
		ACCOUNT TOTAL						10,577.10	.00	10,577.10	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
2136		12/22 AP		05/31/22	0000000	CULLIGAN WATER CONDITIONING	85.80		06/14/22		
						WATER BOTTLES-CEMETERY					
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.80		06/14/22		
						COPY PAPER					

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FUND 101 GENERAL FUND										
101-6613-433		72-01			OPERATING SUPPLIES /	OPERATING SUPPLIES				
2108		12/22 AP		05/05/22	0140166	US BANK	29.73		06/06/22	
					AMAZON.COM*1Q8W019U2 AMZN	ORGANIZER FOR CEMETERY				
ACCOUNT TOTAL							117.33	.00	117.33	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2153		12/22 AP		06/03/22	0000000	O'DONNELL ACE HARDWARE	19.98		06/14/22	
					PROJECT#: 062503	LIGHT BULBS				
2136		12/22 AP		06/01/22	0000000	O'DONNELL ACE HARDWARE	59.07		06/14/22	
					PROJECT#: 062509	BATTERIES-SMOKE DETECTORS				
2153		12/22 AP		06/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	168.28		06/14/22	
					PROJECT#: 062506	TOLIET TISSUE FOR PARKS				
2103		12/22 AP		05/27/22	0000000	JOHNSTONE SUPPLY OF WATERLOO	61.68		06/14/22	
					PROJECT#: 062506	HVAC FILTERS				
2153		12/22 AP		05/27/22	0000000	ARTISAN CEILING SYSTEMS AND	672.00		06/14/22	
					PROJECT#: 062503	CEILING TILE				
2103		12/22 AP		05/26/22	0000000	O'DONNELL ACE HARDWARE	13.38		06/14/22	
					PROJECT#: 062506	TAPE				
2103		12/22 AP		05/26/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	222.82		06/14/22	
					PROJECT#: 062511	TOWELS,DISINFECTANT WIPES				
2103		12/22 AP		05/25/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	183.62		06/14/22	
					PROJECT#: 062514	CAN LINERS				
2103		12/22 AP		05/25/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	161.88		06/14/22	
					PROJECT#: 062507	PAPER TOWELS				
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	41.62		06/14/22	
					PROJECT#: 062503	CLEANER, LINERS, SOAP, TOWEL TISSUES				
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	123.72		06/14/22	
					PROJECT#: 062506	CLEANER, LINERS, SOAP, TOWEL TISSUES				
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	143.43		06/14/22	
					PROJECT#: 062507	CLEANER, LINERS, SOAP, TOWEL TISSUES				
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	920.92		06/14/22	
					PROJECT#: 062511	CLEANER, LINERS, SOAP, TOWEL TISSUES				
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	85.84		06/14/22	
					PROJECT#: 062515	CLEANER, LINERS, SOAP, TOWEL TISSUES				

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FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
2103				12/22 AP 05/24/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.35		06/14/22	
					COPY PAPER				
2103				12/22 AP 05/20/22	0000000 ECHO GROUP, INC.	137.88		06/14/22	
					LIGHT BULBS AND TESTER				
					PROJECT#: 062514				
2108				12/22 AP 05/20/22	0140166 US BANK	20.98		06/06/22	
					AMZN MKTP US*1L4UZ2SN0 RESTROOM SIGNAGE				
					PROJECT#: 062507				
2103				12/22 AP 05/19/22	0000000 CITY LAUNDERING CO.	51.41		06/14/22	
					RESTOCK 1ST AID CABINET				
					PROJECT#: 062501				
2103				12/22 AP 05/19/22	0000000 CITY LAUNDERING CO.	24.08		06/14/22	
					RESTOCK 1ST AID CABINET				
					PROJECT#: 062506				
2066				12/22 AP 05/18/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	447.41		06/14/22	
					TISSUE, SOAP AND TOWELS				
					PROJECT#: 062510				
2066				12/22 AP 05/17/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	44.45		06/14/22	
					SANITARY NAPKINS				
					PROJECT#: 062514				
2066				12/22 AP 05/16/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	1,019.72		06/14/22	
					CLEANERS, LINERS, TOWELS, SOAP, TISSUES				
					PROJECT#: 062514				
2108				12/22 AP 05/10/22	0140166 US BANK	68.18		06/06/22	
					AMZN MKTP US*13G66VM2 HANDICAP DOOR SIGNAGE				
					PROJECT#: 062507				
2108				12/22 AP 05/05/22	0140166 US BANK	70.00		06/06/22	
					AMZN MKTP US*1300I9901 TRASH CAN LINERS				
					PROJECT#: 062505				
2087				12/22 AP 05/02/22	0000000 ULINE, INC.	198.08		06/14/22	
					VOMIT ABSORBENT				
					PROJECT#: 062511				
2108				12/22 AP 05/02/22	0140166 US BANK	26.78		06/06/22	
					AMAZON.COM*1Q9UD0350 AMZN INSPECTION SHEET HOLDERS				
					PROJECT#: 062516				
2108				12/22 AP 05/02/22	0140166 US BANK	31.22		06/06/22	
					AMAZON.COM*1Q5400NL2 AMZN DRILL BITS				
					PROJECT#: 062511				
2136				12/22 AP 04/05/22	0000000 O'DONNELL ACE HARDWARE	17.38		06/14/22	
					BATTERIES				
					PROJECT#: 062501				
2136				12/22 AP 03/22/22	0000000 O'DONNELL ACE HARDWARE	51.99		06/14/22	
					EXTENSION CORD				
					PROJECT#: 062503				
2136				12/22 AP 03/03/22	0000000 O'DONNELL ACE HARDWARE	61.99		06/14/22	
					DRILL BITS				
					PROJECT#: 062506				
2136				12/22 AP 02/07/22	0000000 O'DONNELL ACE HARDWARE	17.36		06/14/22	
					GLASS CLEANERS AND CLOTHS				

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
PROJECT#: 062507										
2136		12/22 AP		02/02/22	0000000	O'DONNELL ACE HARDWARE	14.69			06/14/22
PROJECT#: 062511										
ACCOUNT TOTAL							5,183.19	.00	5,183.19	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2136		12/22 AP		04/07/22	0000000	O'DONNELL ACE HARDWARE	104.99			06/14/22
PROJECT#: 062501										
ACCOUNT TOTAL							104.99	.00	104.99	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2103		12/22 AP		05/31/22	0000000	O'DONNELL ACE HARDWARE	6.69			06/14/22
PROJECT#: 062506										
2123		12/22 AP		05/31/22	0000000	KOCH CONSTRUCTION, INC.	323.94			06/14/22
PROJECT#: 062509										
2123		12/22 AP		05/30/22	0000000	HAWKEYE ALARM & SIGNAL CO.	95.00			06/14/22
PROJECT#: 062506										
2103		12/22 AP		05/27/22	0000000	CONTROL INSTALLATIONS OF IOWA	780.37			06/14/22
PROJECT#: 062507										
2103		12/22 AP		05/25/22	0000000	JOHNSTONE SUPPLY OF WATERLOO	230.07			06/14/22
PROJECT#: 062506										
2087		12/22 AP		05/24/22	0000000	O'DONNELL ACE HARDWARE	2.80			06/14/22
PROJECT#: 062511										
2066		12/22 AP		05/20/22	0000000	KOCH CONSTRUCTION, INC.	203.94			06/14/22
PROJECT#: 062507										
2066		12/22 AP		05/20/22	0000000	KOCH CONSTRUCTION, INC.	184.48			06/14/22
PROJECT#: 062501										
2066		12/22 AP		05/20/22	0000000	KOCH CONSTRUCTION, INC.	166.24			06/14/22
PROJECT#: 062503										
2087		12/22 AP		05/20/22	0000000	O'DONNELL ACE HARDWARE	5.38			06/14/22
PROJECT#: 062514										
2087		12/22 AP		05/20/22	0000000	O'DONNELL ACE HARDWARE	2.69			06/14/22

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FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
PROJECT#:		062514							
2087		12/22 AP		05/20/22	0000000 O'DONNELL ACE HARDWARE	15.69		06/14/22	
					BALL VALVE				
PROJECT#:		062508							
2087		12/22 AP		05/19/22	0000000 O'DONNELL ACE HARDWARE	12.68		06/14/22	
					FITTINGS-NIPPLES				
PROJECT#:		062508							
2103		12/22 AP		05/19/22	0000000 MENARDS-CEDAR FALLS	6.45		06/14/22	
					FAUCET REPAIR				
PROJECT#:		062514							
2066		12/22 AP		05/18/22	0000000 ECHO GROUP, INC.	42.44		06/14/22	
					POLE LIGHT OUTLET COVER				
PROJECT#:		062511							
2087		12/22 AP		05/18/22	0000000 O'DONNELL ACE HARDWARE	9.38		06/14/22	
					PLUMBING FITTINGS-NIPPLES				
PROJECT#:		062508							
2087		12/22 AP		05/18/22	0000000 O'DONNELL ACE HARDWARE	42.14		06/14/22	
					COVER BOXES, PUTTY, TEE				
PROJECT#:		062508							
2087		12/22 AP		05/18/22	0000000 O'DONNELL ACE HARDWARE	4.99		06/14/22	
					UNION BRASS				
PROJECT#:		062508							
2087		12/22 AP		05/18/22	0000000 O'DONNELL ACE HARDWARE	3.38		06/14/22	
					LOCKNUTS				
PROJECT#:		062508							
2103		12/22 AP		05/18/22	0000000 FERGUSON ENTERPRISES, INC.	98.56		06/14/22	
					FAUCET FOR CONCESSIONS				
PROJECT#:		062514							
2087		12/22 AP		05/17/22	0000000 O'DONNELL ACE HARDWARE	26.46		06/14/22	
					GASKET, NIPPLES, ELBOWS				
PROJECT#:		062508							
2087		12/22 AP		05/17/22	0000000 O'DONNELL ACE HARDWARE	23.99		06/14/22	
					SINK FITTING				
PROJECT#:		062508							
2087		12/22 AP		05/13/22	0000000 PLUMB SUPPLY COMPANY, LLC	47.42		06/14/22	
					WALL CLOSET NUTS				
PROJECT#:		062501							
2136		12/22 AP		05/11/22	0000000 STETSON BUILDING PRODUCTS LLC	151.76		06/14/22	
					CAULK FOR AQUATIC CENTER				
PROJECT#:		062514							
2087		12/22 AP		05/10/22	0000000 PLUMB SUPPLY COMPANY, LLC	120.81		06/14/22	
					SINK REPAIR-SOLENOID VALV				
PROJECT#:		062503							
2066		12/22 AP		05/09/22	0000000 MENARDS-CEDAR FALLS	270.74		06/14/22	
					MEMBRANE, SEAL, FOAM, PIPE,				
PROJECT#:		062511							
2087		12/22 AP		05/09/22	0000000 PLUMB SUPPLY COMPANY, LLC	19.74		06/14/22	
					VAC BREAKERS				
PROJECT#:		062506							

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FUND 101 GENERAL FUND										
101-6616-446.73-06						OTHER SUPPLIES / BUILDING REPAIR				
2087			AP	12/22	05/06/22 0000000	PLUMB SUPPLY COMPANY, LLC	173.06		06/14/22	
						STOOL REPLACEMENT				
					PROJECT#: 062501					
2087			AP	12/22	05/04/22 0000000	PLUMB SUPPLY COMPANY, LLC	105.19		06/14/22	
						STOOL REPAIR-CLOSET KT				
					PROJECT#: 062514					
2153			AP	12/22	05/04/22 0000000	O'DONNELL ACE HARDWARE	8.99		06/14/22	
						PVC CEMENT				
					PROJECT#: 062514					
2108			AP	12/22	05/02/22 0140166	US BANK	17.19		06/06/22	
						AMAZON.COM*1Q7H1LN32 AMZN				
					PROJECT#: 062507					
2136			AP	12/22	04/28/22 0000000	O'DONNELL ACE HARDWARE	9.78		06/14/22	
						EPOXY AND FASTENER				
					PROJECT#: 062507					
2087			AP	12/22	04/25/22 0000000	PLUMB SUPPLY COMPANY, LLC		292.41	06/14/22	
						CREDIT FOR DISPOSAL				
					PROJECT#: 062508					
2136			AP	12/22	03/30/22 0000000	O'DONNELL ACE HARDWARE	13.17		06/14/22	
						DREMEL GRINDERS				
					PROJECT#: 062501					
2066			AP	12/22	03/29/22 0000000	MENARDS-CEDAR FALLS	99.96		06/14/22	
						SAND PAPER,GRINDER WHEEL,				
						SHelf BRACKETS				
					PROJECT#: 062511					
2066			AP	12/22	03/29/22 0000000	MENARDS-CEDAR FALLS	7.98		06/14/22	
						CLOSET ROD-INVESTIGATIONS				
					PROJECT#: 062514					
2136			AP	12/22	02/22/22 0000000	O'DONNELL ACE HARDWARE	2.39		06/14/22	
						PIPE NIPPLE				
					PROJECT#: 062506					
2136			AP	12/22	02/22/22 0000000	O'DONNELL ACE HARDWARE	12.38		06/14/22	
						ELBOW FOR CONDUIT				
					PROJECT#: 062506					
						ACCOUNT TOTAL	3,348.32	292.41	3,055.91	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
2136			AP	12/22	06/01/22 0000000	PLUNKETT'S PEST CONTROL, INC	49.19		06/14/22	
						PEST CONTROL SERVICES				
					PROJECT#: 062511					
2136			AP	12/22	06/01/22 0000000	PLUNKETT'S PEST CONTROL, INC	24.96		06/14/22	
						PEST CONTROL SERVICES				
					PROJECT#: 062508					
2136			AP	12/22	06/01/22 0000000	PLUNKETT'S PEST CONTROL, INC	42.80		06/14/22	
						PEST CONTROL SERVICES				
					PROJECT#: 062514					
2136			AP	12/22	06/01/22 0000000	PLUNKETT'S PEST CONTROL, INC	42.80		06/14/22	
						PEST CONTROL SERVICES				

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FUND 101 GENERAL FUND										
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued				
PROJECT#: 062507										
2136		12/22 AP		06/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	180.31			06/14/22
PEST CONTROL SERVICES										
PROJECT#: 062506										
2136		12/22 AP		06/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	26.75			06/14/22
PEST CONTROL SERVICES										
PROJECT#: 062505										
2136		12/22 AP		06/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	32.10			06/14/22
PEST CONTROL SERVICES										
PROJECT#: 062510										
2136		12/22 AP		05/23/22	0000000	PLUNKETT'S PEST CONTROL, INC	77.50			06/14/22
PEST CONTROL-CONCESSIONS										
PROJECT#: 062514										
2136		12/22 AP		05/06/22	0000000	PLUNKETT'S PEST CONTROL, INC	72.50			06/14/22
PEST CONTROL SERVICES										
PROJECT#: 062503										
ACCOUNT TOTAL							548.91	.00	548.91	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
2123		12/22 AP		06/01/22	0000000	FRESH START CLEANING SOLUTION	3,700.00			06/14/22
JANITORIAL SERVICES										
PROJECT#: 062501										
2123		12/22 AP		06/01/22	0000000	FRESH START CLEANING SOLUTION	700.00			06/14/22
JANITORIAL SERVICES										
PROJECT#: 062509										
2123		12/22 AP		06/01/22	0000000	FRESH START CLEANING SOLUTION	7,000.00			06/14/22
JANITORIAL SERVICES										
PROJECT#: 062507										
2123		12/22 AP		06/01/22	0000000	FRESH START CLEANING SOLUTION	3,165.00			06/14/22
JANITORIAL SERVICES										
PROJECT#: 062511										
2123		12/22 AP		06/01/22	0000000	FRESH START CLEANING SOLUTION	770.00			06/14/22
JANITORIAL SERVICES										
PROJECT#: 062508										
2123		12/22 AP		06/01/22	0000000	FRESH START CLEANING SOLUTION	3,300.00			06/14/22
JANITORIAL SERVICES										
PROJECT#: 062503										
2123		12/22 AP		06/01/22	0000000	FRESH START CLEANING SOLUTION	1,865.00			06/14/22
JANITORIAL SERVICES										
PROJECT#: 062506										
2123		12/22 AP		06/01/22	0000000	FRESH START CLEANING SOLUTION	1,500.00			06/14/22
JANITORIAL SERVICES										
PROJECT#: 062505										
2123		12/22 AP		06/01/22	0000000	FRESH START CLEANING SOLUTION	1,300.00			06/14/22
JANITORIAL SERVICES										
PROJECT#: 062515										
2123		12/22 AP		05/30/22	0000000	MILLER WINDOW SERVICE	260.00			06/14/22

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS							continued			
WINDOW WASHING										
PROJECT#:		062506								
2123		12/22 AP 05/30/22		0000000		MILLER WINDOW SERVICE	675.00		06/14/22	
WINDOW WASHING										
PROJECT#:		062509								
2123		12/22 AP 05/30/22		0000000		MILLER WINDOW SERVICE	95.00		06/14/22	
WINDOW WASHING										
PROJECT#:		062505								
2123		12/22 AP 05/30/22		0000000		MILLER WINDOW SERVICE	515.00		06/14/22	
WINDOW WASHING										
PROJECT#:		062501								
2123		12/22 AP 05/30/22		0000000		MILLER WINDOW SERVICE	490.00		06/14/22	
WINDOW WASHING										
PROJECT#:		062503								
2123		12/22 AP 05/30/22		0000000		MILLER WINDOW SERVICE	220.00		06/14/22	
WINDOW WASHING										
PROJECT#:		062507								
2123		12/22 AP 05/30/22		0000000		MILLER WINDOW SERVICE	710.00		06/14/22	
WINDOW WASHING										
PROJECT#:		062511								
2066		12/22 AP 05/12/22		0000000		HAWKEYE ALARM & SIGNAL CO.	190.00		06/14/22	
FIRE ALARM INSPECTIONS										
PROJECT#:		062503								
2066		12/22 AP 05/12/22		0000000		HAWKEYE ALARM & SIGNAL CO.	287.50		06/14/22	
FIRE ALARM INSPECTIONS										
PROJECT#:		062505								
2066		12/22 AP 05/12/22		0000000		HAWKEYE ALARM & SIGNAL CO.	350.00		06/14/22	
FIRE ALARM INSPECTIONS										
PROJECT#:		062507								
2066		12/22 AP 05/12/22		0000000		HAWKEYE ALARM & SIGNAL CO.	207.50		06/14/22	
FIRE ALARM INSPECTIONS										
PROJECT#:		062515								
2066		12/22 AP 05/12/22		0000000		HAWKEYE ALARM & SIGNAL CO.	434.60		06/14/22	
FIRE ALARM INSPECTIONS										
PROJECT#:		062511								
2066		12/22 AP 05/11/22		0000000		NATIONAL ELEVATOR INSPECTION	80.00		06/14/22	
ELEVATOR INSPECTION										
PROJECT#:		062503								
2153		12/22 AP 04/29/22		0000000		ARAMARK	28.80		06/14/22	
MAT SERVICE										
PROJECT#:		062506								
2153		12/22 AP 04/22/22		0000000		ARAMARK	28.80		06/14/22	
MAT SERVICE										
PROJECT#:		062506								
2153		12/22 AP 04/08/22		0000000		ARAMARK	28.80		06/14/22	
MAT SERVICE										
PROJECT#:		062506								
2153		12/22 AP 04/01/22		0000000		ARAMARK	28.80		06/14/22	
MAT SERVICE										

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
PROJECT#: 062506										
2153		12/22 AP		03/25/22	0000000	ARAMARK	28.80			06/14/22
PROJECT#: 062506										
ACCOUNT TOTAL							27,958.60	.00	27,958.60	
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING										
2153		12/22 AP		05/26/22	0000000	AIRE SERV.OF THE CEDAR VALLEY	291.71			06/14/22
PROJECT#: 062503										
ACCOUNT TOTAL							291.71	.00	291.71	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2153		12/22 AP		05/26/22	0000000	TESTAMERICA LABORATORIES, INC	21.00			06/14/22
PROJECT#: 062516										
2103		12/22 AP		05/20/22	0000000	GOODWIN TUCKER GROUP	404.50			06/14/22
PROJECT#: 062516										
2066		12/22 AP		05/19/22	0000000	OLESON SOD COMPANY	480.00			06/14/22
ACCOUNT TOTAL										
ACCOUNT TOTAL							905.50	.00	905.50	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2135		12/22 AP		05/23/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	22.47			06/14/22
PROJECT#: 062516										
2130		12/22 AP		05/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.57			06/14/22
PROJECT#: 062516										
2108		12/22 AP		05/16/22	0140166	US BANK	29.57			06/06/22
PROJECT#: 062516										
ACCOUNT TOTAL							59.61	.00	59.61	
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2108		12/22 AP		05/09/22	0140166	US BANK	107.99			06/06/22
PROJECT#: 062516										
ACCOUNT TOTAL							107.99	.00	107.99	
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2130		12/22 AP		05/12/22	0000000	AECOM TECHNICAL SERVICES, INC	679.12			06/14/22
PROJECT#: 062516										
ACCOUNT TOTAL							679.12	.00	679.12	

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FUND 101 GENERAL FUND										
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued				
PROJECT#: 023139										
ACCOUNT TOTAL							679.12	.00	679.12	
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2103				12/22	AP 05/24/22 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	6.74			06/14/22
ACCOUNT TOTAL							6.74	.00	6.74	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2153				12/22	AP 06/06/22 0000000	BUILDERS SELECT LLC	100.98			06/14/22
						GAF SEAL A RIDGE 25'				
2153				12/22	AP 06/01/22 0000000	DIAMOND VOGEL PAINT - #52	29.01			06/14/22
						PAINT, BRUSH				
2136				12/22	AP 05/31/22 0000000	O'DONNELL ACE HARDWARE	8.99			06/14/22
						PAINT				
2153				12/22	AP 05/31/22 0000000	CULLIGAN WATER CONDITIONING	23.04			06/14/22
						WATER FOR 606 UNION ROAD				
2123				12/22	AP 05/26/22 0000000	MCDONALD SUPPLY WATERLOO	245.44			06/14/22
						TOLIET				
2136				12/22	AP 05/26/22 0000000	O'DONNELL ACE HARDWARE	72.98			06/14/22
						BULBS AND A TOTE				
2136				12/22	AP 05/26/22 0000000	O'DONNELL ACE HARDWARE	25.99			06/14/22
						ELECTRIC BALLAST				
2136				12/22	AP 05/26/22 0000000	STOKES WELDING	420.00			06/14/22
						BENCH REPAIR				
2087				12/22	AP 05/25/22 0000000	O'DONNELL ACE HARDWARE	80.68			06/14/22
						SOLDER,TORCH PROPANE				
2087				12/22	AP 05/25/22 0000000	O'DONNELL ACE HARDWARE	45.43			06/14/22
						WAX RING,BOLTS,SILICONE, LIQUID NAILS				
2153				12/22	AP 05/24/22 0000000	MENARDS-CEDAR FALLS	750.41			06/14/22
						SOAKER HOSE,SHUT OFF,VALV HOSE REPAIR,WASHERS				
2087				12/22	AP 05/20/22 0000000	O'DONNELL ACE HARDWARE	28.97			06/14/22
						CLEANER,GLOVES				
2066				12/22	AP 05/19/22 0000000	MENARDS-CEDAR FALLS	15.19			06/14/22
						CABLE TIES				
2087				12/22	AP 05/19/22 0000000	PROSHIELD FIRE & SECURITY	395.00			06/14/22
						606 FIRE EXTINGUISHERS				
2103				12/22	AP 05/19/22 0000000	CITY LAUNDERING CO.	35.54			06/14/22
						RESTOCK 1ST AID CABINET				
2103				12/22	AP 05/19/22 0000000	FASTENAL COMPANY	111.40			06/14/22
						SAFETY GLASSES				
2066				12/22	AP 05/18/22 0000000	MENARDS-CEDAR FALLS	21.20			06/14/22
						TAPE,BOLTS,SLEEVE				
2066				12/22	AP 05/18/22 0000000	MENARDS-CEDAR FALLS	19.99			06/14/22
						BIRDSALL BATHROOM-BALLAST				

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FUND 101 GENERAL FUND										
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2087				12/22	AP 05/18/22 0000000	POLK'S LOCK SERVICE, INC.	8.00			06/14/22
						PFIFFER PARK KEYS				
2066				12/22	AP 05/17/22 0000000	MENARDS-CEDAR FALLS	54.95			06/14/22
						PIT TOLIET SEATS				
2136				12/22	AP 05/10/22 0000000	O'DONNELL ACE HARDWARE	11.38			06/14/22
						BUSHING, ELBOW				
2108				12/22	AP 05/04/22 0140166	US BANK		23.45		06/06/22
						FLEET FARM 5600				
2108				12/22	AP 05/02/22 0140166	US BANK	221.70			06/06/22
						DERO BIKE RACKS				
						REPAIR FOR BIKE STATION				
						ACCOUNT TOTAL	2,726.27	23.45		2,702.82
101-6633-423.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
2108				12/22	AP 04/29/22 0140166	US BANK	125.17			06/06/22
						CASEYS #1427				
2108				12/22	AP 04/28/22 0140166	US BANK	120.33			06/06/22
						SPEEDWAY 04701				
2108				12/22	AP 04/28/22 0140166	US BANK	11.75			06/06/22
						PIZZA RANCH - JACKSON				
						LUNCH:BRETT MORRIS				
						ACCOUNT TOTAL	257.25	.00		257.25
101-6633-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
2123				12/22	AP 05/31/22 0000000	BENTON'S READY MIX CONCRETE,	375.00			06/14/22
						CONCRETE-DAMAGED SIDEWALK				
						/EAB CLAY ST				
2136				12/22	AP 05/27/22 0000000	STOKES WELDING	620.99			06/14/22
						CHAINSAW SUPPLIES				
2123				12/22	AP 05/26/22 0000000	BENTON'S READY MIX CONCRETE,	450.00			06/14/22
						CONCRETE-DAMAGED SIDEWALK				
						/EAB CLAY ST				
2123				12/22	AP 05/24/22 0000000	BENTON'S READY MIX CONCRETE,	571.50			06/14/22
						CONCRETE-DAMAGED SIDEWALK				
						/EAB OLIVE ST				
						ACCOUNT TOTAL	2,017.49	.00		2,017.49
						FUND TOTAL	152,162.16	3,065.77		149,096.39
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2103				12/22	AP 05/24/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	6.74			06/14/22
						COPY PAPER				
						ACCOUNT TOTAL	6.74	.00		6.74

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
2123				12/22	AP 05/25/22 0000000	MENARDS-CEDAR FALLS	50.57			06/14/22
						STAR DRIVE,SCREWS				
2123				12/22	AP 05/25/22 0000000	MENARDS-CEDAR FALLS	63.24			06/14/22
						TAP CON TOOL,GLUE,TAPE				
2123				12/22	AP 05/24/22 0000000	MENARDS-CEDAR FALLS	234.97			06/14/22
						MITER SAW TABLE,ROLLERS				
2103				12/22	AP 05/23/22 0000000	GIERKE-ROBINSON COMPANY, INC.	141.40			06/14/22
						ASPHALT LUTE				
						ACCOUNT TOTAL	490.18	.00	490.18	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
2136				12/22	AP 05/26/22 0000000	O'DONNELL ACE HARDWARE	7.69			06/14/22
						DRILL BITS				
						ACCOUNT TOTAL	7.69	.00	7.69	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2103				12/22	AP 05/19/22 0000000	CITY LAUNDERING CO.	27.20			06/14/22
						RESTOCK 1ST AID CABINET				
2103				12/22	AP 05/19/22 0000000	FASTENAL COMPANY	111.40			06/14/22
						SAFETY GLASSES				
2153				12/22	AP 04/28/22 0000000	CITY LAUNDERING CO.	26.90			06/14/22
						RESTOCK FIRST AID CABINET				
						ACCOUNT TOTAL	165.50	.00	165.50	
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2136				12/22	AP 05/25/22 0000000	XCESSORIES SQUARED DEV.& MFG.	1,945.50			06/14/22
						SIGN POSTS				
						ACCOUNT TOTAL	1,945.50	.00	1,945.50	
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2087				12/22	AP 05/23/22 0000000	O'DONNELL ACE HARDWARE	21.99			06/14/22
						ANCHORS				
2153				12/22	AP 05/23/22 0000000	UTILITY EQUIPMENT COMPANY	113.00			06/14/22
						ADJ.SHUT OFF CASTERS				
2103				12/22	AP 05/18/22 0000000	MENARDS-CEDAR FALLS	2.48			06/14/22
						COUPLER FOR SPRINKLER				
						ACCOUNT TOTAL	137.47	.00	137.47	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										

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FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued					
2123		12/22 AP		06/03/22	0000000	BUILDERS SELECT LLC	43.96			06/14/22	
						FORM LUMBER					
2123		12/22 AP		06/01/22	0000000	BUILDERS SELECT LLC	16.49			06/14/22	
						FORM LUMBER					
2123		12/22 AP		05/31/22	0000000	ASPRO, INC.	101.76			06/14/22	
						HOX MIX ASPHALT					
2123		12/22 AP		05/31/22	0000000	ASPRO, INC.	253.44			06/14/22	
						HOX MIX ASPHALT					
2123		12/22 AP		05/24/22	0000000	BENTON'S READY MIX CONCRETE, R ON LAKE RIDGE	1,016.00			06/14/22	
						CONCRETE FOR STREET REPAI					
2123		12/22 AP		05/24/22	0000000	MENARDS-CEDAR FALLS	26.94			06/14/22	
						SEALANT					
2123		12/22 AP		05/23/22	0000000	BENTON'S READY MIX CONCRETE, R ON PINOAK	600.00			06/14/22	
						CONCRETE FOR STREBET REPAI					
2153		12/22 AP		05/22/22	0000000	BMC AGGREGATES L.C.	366.29			06/14/22	
						ROADSTONE					
2153		12/22 AP		05/22/22	0000000	BMC AGGREGATES L.C.	51.14			06/14/22	
						PEA GRAVEL					
2103		12/22 AP		05/21/22	0000000	ASPRO, INC.	388.80			06/14/22	
						HOT MIX ASPHALT					
2123		12/22 AP		05/20/22	0000000	BENTON'S READY MIX CONCRETE, REPAIR	218.75			06/14/22	
						CONCRETE FOR PINOAK ST					
2103		12/22 AP		05/19/22	0000000	BENTON'S READY MIX CONCRETE,	1,016.00			06/14/22	
						CONCRETE-LAKE RIDGE					
2103		12/22 AP		05/15/22	0000000	BMC AGGREGATES L.C.	551.34			06/14/22	
						3/8 WASHED CHIPS FOR					
						SPRAY PATCHING					
2103		12/22 AP		05/14/22	0000000	ASPRO, INC.	349.44			06/14/22	
						HOT MIX ASPHALT					
		ACCOUNT TOTAL						5,000.35	.00		5,000.35
206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
2108		12/22 AP		04/26/22	0140166	US BANK	270.00			06/06/22	
						ISU INTRANS					
						REG:2022 MOTOR GRADER					
2108		12/22 AP		04/22/22	0140166	US BANK	90.00			06/06/22	
						ISU INTRANS					
						REG:2022 MOTOR GRADER					
		ACCOUNT TOTAL						360.00	.00		360.00
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.35			06/14/22	
						COPY PAPER					
		ACCOUNT TOTAL						1.35	.00		1.35
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				
2066		12/22 AP		05/09/22	0000000	ECHO GROUP, INC.	57.24		06/14/22		
		SEALTIGHT									
2066		12/22 AP		05/05/22	0000000	ECHO GROUP, INC.	132.81		06/14/22		
		ELECTRICAL CONNECTORS									
2066		12/22 AP		05/05/22	0000000	FASTENAL COMPANY	7.00		06/14/22		
		HARDWARE									
2066		12/22 AP		05/05/22	0000000	LAWSON PRODUCTS, INC.	116.57		06/14/22		
		MISC SUPPLIES									
2108		12/22 AP		04/28/22	0140166	US BANK	21.78		06/06/22		
		AMZN MKTP US*1Q9XP3W31 ELECTRICAL CONNECTORS									
2108		12/22 AP		04/21/22	0140166	US BANK	47.01		06/06/22		
		ALLIED ELECTRONICS INC ELECTRICAL COMPONENTS									
		ACCOUNT TOTAL						382.41	.00	382.41	
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											
2103		12/22 AP		05/19/22	0000000	CITY LAUNDERING CO.	24.08		06/14/22		
		RESTOCK 1ST AID CABINET									
2153		12/22 AP		04/28/22	0000000	CITY LAUNDERING CO.	24.97		06/14/22		
		RESTOCK FIRST AID CABINET									
		ACCOUNT TOTAL						49.05	.00	49.05	
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS											
2066		12/22 AP		05/09/22	0000000	IOWA PRISON INDUSTRIES	1,609.50		06/14/22		
		SIGNS									
		ACCOUNT TOTAL						1,609.50	.00	1,609.50	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS											
2136		12/22 AP		05/25/22	0000000	XCESSORIES SQUARED DEV.& MFG.	5,250.25		06/14/22		
		SIGN POSTS									
		ACCOUNT TOTAL						5,250.25	.00	5,250.25	
		FUND TOTAL						15,405.99	.00	15,405.99	
FUND 215 HOSPITAL FUND											
FUND 216 POLICE BLOCK GRANT FUND											

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2135		12/22 AP	05/23/22	0000000		OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.60			06/14/22
ACCOUNT TOTAL							3.60	.00	3.60	
FUND TOTAL							3.60	.00	3.60	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2121		12/22 AP	06/02/22	0000000		OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	.76			06/14/22
2135		12/22 AP	05/23/22	0000000		OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	.90			06/14/22
ACCOUNT TOTAL							1.66	.00	1.66	
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT										
2151		12/22 AP	06/07/22	0000000		OEL CONSTRUCTION SERVICES, IN PROJECT#: 3248-CDBG'21 SIDEWALK INF 023248	31,081.72			06/14/22
ACCOUNT TOTAL							31,081.72	.00	31,081.72	
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT										
2162		12/22 AP	05/25/22	0000000		MUNICIPAL PIPE TOOL CO., INC. PROJECT#: 3297-LINING PROJECT 023297	235,000.00			06/14/22
ACCOUNT TOTAL							235,000.00	.00	235,000.00	
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2										
2176		12/22 AP	06/13/22	0000000		ST. PATRICK SCHOOL PROJECT#: CV2-STATE CARES-SCHOOL EQ 022353 SCHOOL EQUIPMENT	2,275.22			06/14/22
2108		12/22 AP	04/28/22	0004736		US BANK PROJECT#: MARKERTEK VIDEO SUPPLY 022353 STATE CARES CV2	1,092.50			06/06/22
ACCOUNT TOTAL							3,367.72	.00	3,367.72	
FUND TOTAL							269,451.10	.00	269,451.10	

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FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44						STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION				
2130		12/22 AP	06/06/22	0000000		PETERSON CONTRACTORS	189,202.71			06/14/22
					3230-2022	STREET CONST.				
		PROJECT#:			023230					
					ACCOUNT TOTAL		189,202.71	.00	189,202.71	
242-1240-431.92-99 STRUCTURE IMPROV & BLDGS / STREET PATCHING										
2130		12/22 AP	06/01/22	0000000		BOULDER CONTRACTING, LLC	67,710.03			06/14/22
					3275-2021	STREET PATCHING				
		PROJECT#:			023275	CFU				
					ACCOUNT TOTAL		67,710.03	.00	67,710.03	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
2130		12/22 AP	04/15/22	0000000		FOTH INFRASTRUCTURE & ENVIRON	161,158.24			06/14/22
					3283-MAIN ST	RECONSTRUCT.				
		PROJECT#:			023283	SERVICES THROUGH 03/31/22				
					ACCOUNT TOTAL		161,158.24	.00	161,158.24	
					FUND TOTAL		418,070.98	.00	418,070.98	
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2135		12/22 AP	05/24/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	4.44			06/14/22
						SCISSORS				
2135		12/22 AP	05/23/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	3.60			06/14/22
						COPY PAPER				
2108		12/22 AP	05/20/22	0140166		US BANK	29.97			06/06/22
					AMZN MKTP US*1L3CT5KK2	TAPE MEASURE				
2108		12/22 AP	05/05/22	0140166		US BANK	595.37			06/06/22
					B&H PHOTO 800-606-6969	MEM CARD, BATTERIES, FILTER				
2108		12/22 AP	05/04/22	0140166		US BANK	96.69			06/06/22
					B&H PHOTO 800-606-6969	MICROPHNE, CHARGER, BATTERY				
					ACCOUNT TOTAL		730.07	.00	730.07	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2108		12/22 AP	05/20/22	0140166		US BANK	13.00			06/06/22
					SQ *TWISTED ASIAN/LEMONAD	MEAL:CF STATE TRAC-MENNEN				
2108		12/22 AP	05/20/22	0140166		US BANK	19.50			06/06/22
					DRAKE DINING	MEAL:CF STATE TRAC-MENNEN				
2108		12/22 AP	05/11/22	0140166		US BANK	20.85			06/06/22

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FUND 254 CABLE TV FUND									
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued			
WINGSTOP 1067									
2108				12/22 AP 04/27/22	0140166 US BANK	12.68		06/06/22	
KWIK STAR 41900004192									
ACCOUNT TOTAL						66.03	0.00	66.03	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
2108				12/22 AP 05/10/22	0140166 US BANK		4.80	06/06/22	
ADOBE INC REFUND TAX CHARGED									
ACCOUNT TOTAL						0.00	4.80	4.80	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
2121				12/22 AP 06/03/22	0000000 VSA INC	1,030.00		06/14/22	
SENNHEISER HEADSETS									
2121				12/22 AP 06/02/22	0000000 B & H PHOTO-VIDEO-PRO AUDIO	7,335.36		06/14/22	
TERADEK 4K LT 3GSDI 1500									
2108				12/22 AP 05/19/22	0140166 US BANK	1,174.35		06/06/22	
AMZN MKTP US*1L6587Q90									
2108				12/22 AP 05/19/22	0140166 US BANK	102.42		06/06/22	
MARKERTEK VIDEO SUPPLY									
2108				12/22 AP 05/18/22	0140166 US BANK	101.99		06/06/22	
AMZN MKTP US*1L1RR9VR2									
2108				12/22 AP 05/16/22	0140166 US BANK	38.54		06/06/22	
AMZN MKTP US*1L54584Y2									
2108				12/22 AP 05/13/22	0140166 US BANK	449.16		06/06/22	
NEWEGG MARKETPLACE									
2108				12/22 AP 05/12/22	0140166 US BANK	55.99		06/06/22	
NEWEGG MARKETPLACE									
2108				12/22 AP 05/12/22	0140166 US BANK	507.44		06/06/22	
B&H PHOTO 800-606-6969									
2108				12/22 AP 05/11/22	0140166 US BANK	3,367.87		06/06/22	
NEWEGG INC.									
2108				12/22 AP 05/11/22	0140166 US BANK		95.69	06/06/22	
NEWEGG MARKETPLACE									
2108				12/22 AP 05/10/22	0140166 US BANK	30.04		06/06/22	
AMAZON.COM*1L71H8B31									
2108				12/22 AP 05/03/22	0140166 US BANK	2,386.74		06/06/22	
B&H PHOTO 800-606-6969									
2108				12/22 AP 05/03/22	0140166 US BANK	91.80		06/06/22	
B&H PHOTO 800-606-6969									
2108				12/22 AP 05/02/22	0140166 US BANK	59.98		06/06/22	
AMZN MKTP US*134FQ8GP1									
2108				12/22 AP 04/26/22	0140166 US BANK	1,291.68		06/06/22	
B&H PHOTO 800-606-6969									
2108				12/22 AP 04/21/22	0140166 US BANK		20.30	06/06/22	
NEWEGG MARKETPLACE									

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FUND 254 CABLE TV FUND										
254-1088-431.93-01 EQUIPMENT / EQUIPMENT continued										
ACCOUNT TOTAL							18,023.36	115.99	17,907.37	
FUND TOTAL							18,819.46	120.79	18,698.67	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2135		12/22 AP		05/23/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.39		06/14/22	
COPY PAPER										
2108		12/22 AP		05/19/22	0140166	US BANK	63.65		06/06/22	
SP LA-CO INDUSTRIES										
CASE OF RAILROAD CHALK										
ACCOUNT TOTAL							69.04	.00	69.04	
258-5531-435.71-04 OFFICE SUPPLIES / TICKETS										
2121		12/22 AP		05/27/22	0000000	PARTEK SOLUTIONS, INC.	2,891.88		06/14/22	
PARKING CITATION PAPER										
ACCOUNT TOTAL							2,891.88	.00	2,891.88	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
2121		12/22 AP		05/31/22	0000000	IPS GROUP, INC	167.65		06/14/22	
CC & GATEWAY FEES-MAY'22										
(2) PAYSTATIONS										
2121		12/22 AP		05/31/22	0000000	IPS GROUP, INC	2,723.40		06/14/22	
PRKNG CITATION FEES-MAY22										
ACCOUNT TOTAL							2,891.05	.00	2,891.05	
FUND TOTAL							5,851.97	.00	5,851.97	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2108		12/22 AP		05/18/22	0140166	US BANK	2.44		06/06/22	
WM SUPERCENTER #753										
COFFEE STIR										
2108		12/22 AP		04/22/22	0140166	US BANK	5.38		06/06/22	
WAL-MART #0753										
NAPKINS										
ACCOUNT TOTAL							7.82	.00	7.82	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
2124		12/22 AP		01/03/22	0000000	IOWA ECONOMIC DEV.AUTHORITY F	1,500.00		06/14/22	
JULY 2021-JUNE 2022										
TOURISM CO-OP LEADS										

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FUND 261 TOURISM & VISITORS										
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
2124		12/22 AP		01/03/22	0000000	IOWA ECONOMIC DEV.AUTHORITY F	3,250.00			06/14/22
				JULY 2021-JUNE 2022		TOURISM CO-OP BANNER AD				
ACCOUNT TOTAL							4,750.00	.00	4,750.00	
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2108		12/22 AP		05/12/22	0140166	US BANK	158.10			06/06/22
						OKOBOJI COMMONS HOTEL				
						ITIP BOARD & MEMBERSHIP				
PROJECT#:					032424					
2108		12/22 AP		04/26/22	0140166	US BANK	2.00			06/06/22
						PARKING RAMP				
						PARKING-ISAE MEETING				
PROJECT#:					032423					
2108		12/22 AP		04/25/22	0140166	US BANK		122.08		06/06/22
						MARRIOTT DES MOINES				
						REFUND-CHARGED 2 NIGHTS				
PROJECT#:					032424					
2108		12/22 AP		04/22/22	0140166	US BANK	150.97			06/06/22
						MARRIOTT DES MOINES				
						IA TOURISM CONFERENCE				
2108		12/22 AP		04/22/22	0140166	US BANK	122.08			06/06/22
						MARRIOTT DES MOINES				
						IA TOURISM CONFERENCE				
PROJECT#:					032424					
2108		12/22 AP		04/21/22	0140166	US BANK	122.08			06/06/22
						MARRIOTT DES MOINES				
						IA TOURISM CONFERENCE				
PROJECT#:					032424					
2108		12/22 AP		04/21/22	0140166	US BANK	11.00			06/06/22
						PARKING RAMP				
						PARKING-IA TOURISM CONFRN				
PROJECT#:					032424					
ACCOUNT TOTAL							566.23	122.08	444.15	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2108		12/22 AP		04/29/22	0140166	US BANK	25.00			06/06/22
						IOWATRAVELINDUSTRY.ORG				
						ITIP BOARD/MEMBRSHP MEET				
PROJECT#:					032424					
ACCOUNT TOTAL							25.00	.00	25.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
2124		12/22 AP		05/27/22	0000000	ARAMARK	5.20			06/14/22
						MAT SERVICE				
2124		12/22 AP		05/13/22	0000000	ARAMARK	5.20			06/14/22
						MAT SERVICE				
ACCOUNT TOTAL							10.40	.00	10.40	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										

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FUND 261 TOURISM & VISITORS										
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS							continued			
2108		12/22 AP		05/19/22	0140166	US BANK	50.33		06/06/22	
						J'S HOMESTYLE COOKING				
						FRUIT TWISTERS-VOLUNTEER				
2108		12/22 AP		05/18/22	0140166	US BANK	50.09		06/06/22	
						AMERICAN COLOR IMAGING IN				
						BANNER-CEDAR FALLS BEER				
2108		12/22 AP		05/18/22	0140166	US BANK	16.34		06/06/22	
						WM SUPERCENTER #753				
						JUICE, CANDY				
						ACCOUNT TOTAL	116.76	.00	116.76	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
2108		12/22 AP		05/16/22	0140166	US BANK	26.61		06/06/22	
						AMZN MKTP US*1L7UH1LS0				
						CONFERENCE NAME TAGS				
2108		12/22 AP		05/12/22	0140166	US BANK	33.00		06/06/22	
						TST* WHISKEY ROAD TAVERN				
						SITE VISIT-TECHNOLOGY				
2108		12/22 AP		05/05/22	0140166	US BANK	67.37		06/06/22	
						TST* GEORGES LOCAL				
						MET WITH IA 7V7 EVENT				
						ACCOUNT TOTAL	126.98	.00	126.98	
						FUND TOTAL	5,603.19	122.08	5,481.11	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2047		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.86		06/14/22	
						PIN STYLE NAME BADGES				
2112		12/22 AP		05/10/22	0140166	US BANK	18.98		06/06/22	
						SP CARDSTOCK WAREHOU				
						GREEN CARDSTOCK				
						ACCOUNT TOTAL	42.84	.00	42.84	
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2047		12/22 AP		06/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	65.10		06/14/22	
						DECAF & REGULAR COFFEE				
2112		12/22 AP		05/12/22	0140166	US BANK	93.15		06/06/22	
						AMZN MKTP US*131MC4SN2				
						COFFEE CUPS				
2112		12/22 AP		05/11/22	0140166	US BANK	22.89		06/06/22	
						AMZN MKTP US*139Q85B72				
						BUTTERSCOTH CANDY				
2112		12/22 AP		04/28/22	0140166	US BANK	8.46		06/06/22	
						HOBBY-LOBBY #0135				
						CRAFT ITEMS TO MAKE MAY				
2112		12/22 AP		04/27/22	0140166	US BANK	22.25		06/06/22	
						HY-VEE CEDAR FALLS 1052				
						SNACKS 4 MAY DAY BASKETS				
						ACCOUNT TOTAL	211.85	.00	211.85	

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
2047		12/22 AP		05/17/22	0000000	FERGUSON ENTERPRISES, INC. REPLACEMENT	1,942.53			06/14/22
						GARBAGE DISPOSAL				
						ACCOUNT TOTAL	1,942.53	.00	1,942.53	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
2047		12/22 AP		06/06/22	0000000	MASMAR, MANDY SUE	100.00			06/14/22
						SENIOR LINE DANCING FOR JUNE '22				
2047		12/22 AP		06/01/22	0000000	COMMUNITY MAIN STREET	60.00			06/14/22
						GIFT CERTIFICATES				
2112		12/22 AP		05/16/22	0140166	US BANK	25.89			06/06/22
						AMZN MKTP US*1R4LZ1F11 3" TERRA COTTA POTS				
2112		12/22 AP		05/10/22	0140166	US BANK	39.49			06/06/22
						AMZN MKTP US*1L47W6H01 SOIL & PAINT				
2047		12/22 AP		04/12/22	0000000	DAIGLE, JUDITH J	395.00			06/14/22
						FOLK MUSIC CONCERT				
						ACCOUNT TOTAL	620.38	.00	620.38	
						FUND TOTAL	2,817.60	.00	2,817.60	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
298-2280-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
2138		12/22 AP		05/25/22	0000000	MITYLITE INC	3,108.00			06/14/22
						MAE LATA SEATING PER CIP BUDGET. FINAL 50% PAYMENT				
						ACCOUNT TOTAL	3,108.00	.00	3,108.00	
						FUND TOTAL	3,108.00	.00	3,108.00	
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										

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FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION										
2130				12/22	AP 06/06/22 0000000	PETERSON CONTRACTORS	246,591.48			06/14/22
						3189-W VIKING IND.PARK V				
						PROJECT#: 023189				
ACCOUNT TOTAL							246,591.48	.00	246,591.48	
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE										
2130				12/22	AP 06/03/22 0000000	OWEN CONTRACTING INC.	28,455.82			06/14/22
						3242-DWNTWN STREETSCP II				
						PROJECT#: 023242				
2130				12/22	AP 02/25/22 0000000	SNYDER & ASSOCIATES, INC.	2,073.75			06/14/22
						3242-DWNTWN STREETSCP II				
						SERVICES THROUGH 01/31/22				
						PROJECT#: 023242				
2130				12/22	AP 12/30/21 0000000	SNYDER & ASSOCIATES, INC.	2,526.32			06/14/22
						3242-DWNTWN STREETSCP II				
						SERVICES THROUGH 11/30/21				
						PROJECT#: 023242				
ACCOUNT TOTAL							33,055.89	.00	33,055.89	
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE										
2130				12/22	AP 06/03/22 0000000	OWEN CONTRACTING INC.	19,391.16			06/14/22
						3245-CYBER LANE EXTENSION				
						PROJECT#: 023245				
ACCOUNT TOTAL							19,391.16	.00	19,391.16	
FUND TOTAL							299,038.53	.00	299,038.53	

- 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

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FUND 438 2020 BOND FUND										
438-1220-2130	431.95-73			12/22	06/01/22 0000000	SIDEWALK RECONSTRUCTION / COBALT CONTRACTING LC	4,156.92		06/14/22	
					3266-'21	PUBLIC SIDEWALK				
					PROJECT#:	023266				
					ACCOUNT TOTAL		4,156.92	.00	4,156.92	
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
438-1220-2130	12/22	AP	06/06/22	0000000		PETERSON CONTRACTORS	26,858.97		06/14/22	
					3228	GREENHILL/S MAIN INT				
					PROJECT#:	023228				
					ACCOUNT TOTAL		26,858.97	.00	26,858.97	
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
438-1220-2130	12/22	AP	06/06/22	0000000		PETERSON CONTRACTORS	170,120.14		06/14/22	
					3171	CEDAR HEIGHTS RECON.				
					PROJECT#:	023171				
					ACCOUNT TOTAL		170,120.14	.00	170,120.14	
					FUND TOTAL		201,136.03	.00	201,136.03	
FUND 439 2022 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-2152	431.98-88			12/22	05/26/22 0000000	ASHWORTH DR TO HUDSON RD / AHLERS AND COONEY, P.C.	1,161.50		06/14/22	
					3244	ASHWORTH DR EXT. 5/5/22-5/17/22				
					PROJECT#:	023244				
443-1220-2152	12/22	AP	05/26/22	0000000		AHLERS AND COONEY, P.C.	2,703.00		06/14/22	
					3244	ASHWORTH DR EXT. JOHNSON/NICOL, 4/20-5/18				
					PROJECT#:	023244				
					ACCOUNT TOTAL		3,864.50	.00	3,864.50	
					FUND TOTAL		3,864.50	.00	3,864.50	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										

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FUND 483 ECONOMIC DEVELOPMENT										
483-2245-432.89-03 MISCELLANEOUS SERVICES / CFU-TIF PAYMENT										
2121		12/22 AP	06/02/22	0000000		CEDAR FALLS UTILITIES	1,935.73		06/14/22	
		FY22 TIF 2ND 1/2 PINN.PRA				PINNACLE PRAIRIE				
2121		12/22 AP	06/02/22	0000000		CEDAR FALLS UTILITIES	250,000.00		06/14/22	
		FY22 TIF 2ND 1/2 UNIFIED								
ACCOUNT TOTAL							251,935.73	.00	251,935.73	
483-2245-432.89-16 MISCELLANEOUS SERVICES / ECON DEVEL MARKETING										
2121		12/22 AP	06/01/22	0000000		CEDAR FALLS ECONOMIC DEVELOPM	30,000.00		06/14/22	
		FUNDS FROM CFU PILOT FOR				ECONOMIC DEVELOPMENT				
ACCOUNT TOTAL							30,000.00	.00	30,000.00	
FUND TOTAL							281,935.73	.00	281,935.73	
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										
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2103		12/22 AP	05/24/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.33		06/14/22	
		COPY PAPER								
2108		12/22 AP	05/09/22	0140166		US BANK	189.00		06/06/22	
		AMZN MKTP US*134080490				SAFE FOR FRONT OFFICE				
ACCOUNT TOTAL							190.33	.00	190.33	
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
2163		12/22 AP	05/01/22	0000000		WATERLOO, CITY OF	101.85		06/14/22	
		DEER DISPOSAL;4/1-4/30/22								
ACCOUNT TOTAL							101.85	.00	101.85	
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2103		12/22 AP	05/24/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	13.49		06/14/22	
		COPY PAPER								
ACCOUNT TOTAL							13.49	.00	13.49	

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FUND 551 REFUSE FUND										
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2136		12/22 AP		05/31/22	0000000	CULLIGAN WATER CONDITIONING	28.60			06/14/22
						WATER BOTTLES-TRANS STAT				
2066		12/22 AP		05/20/22	0000000	MENARDS-CEDAR FALLS	105.98			06/14/22
						INVERTER FOR RFID				
2136		12/22 AP		04/30/22	0000000	CULLIGAN WATER CONDITIONING	14.30			06/14/22
						WATER BOTTLES-TRANS STAT				
2136		12/22 AP		03/31/22	0000000	CULLIGAN WATER CONDITIONING	14.30			06/14/22
						WATER BOTTLES-TRANS STAT				
						ACCOUNT TOTAL	163.18	.00	163.18	
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS										
2087		12/22 AP		05/25/22	0000000	O'DONNELL ACE HARDWARE	16.69			06/14/22
						RIVET TOOL FOR RFID				
						INSTALLATION				
						ACCOUNT TOTAL	16.69	.00	16.69	
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING										
2136		12/22 AP		05/03/22	0000000	STOREY KENWORTHY	90.08			06/14/22
						BULK PICK UP PADS				
						ACCOUNT TOTAL	90.08	.00	90.08	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2103		12/22 AP		05/19/22	0000000	CITY LAUNDERING CO.	27.20			06/14/22
						RESTOCK 1ST AID CABINET				
2153		12/22 AP		04/28/22	0000000	CITY LAUNDERING CO.	26.91			06/14/22
						RESTOCK FIRST AID CABINET				
						ACCOUNT TOTAL	54.11	.00	54.11	
551-6685-436.72-64 OPERATING SUPPLIES / AUTOMATED CARTS										
2153		12/22 AP		05/26/22	0000000	CASCADE ENGINEERING INC	35,546.50			06/14/22
						AUTOMATED CARTS				
						ACCOUNT TOTAL	35,546.50	.00	35,546.50	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
2123		12/22 AP		05/27/22	0000000	MENARDS-CEDAR FALLS	24.88			06/14/22
						HOSE REPAIR FOR AUTO				
						TRUCK				
						ACCOUNT TOTAL	24.88	.00	24.88	

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FUND 551 REFUSE FUND										
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
2136		12/22 AP		06/03/22	0000000	WEIKERT IRON AND METAL	2,821.00			06/14/22
APPLIANCE RECYCLING										
2136		12/22 AP		05/31/22	0000000	REPUBLIC SERVICES OF IOWA	8,676.57			06/14/22
BALING WIRE FOR RECYCLING										
2123		12/22 AP		05/27/22	0000000	MIDWEST ELECTRONIC RECOVERY	552.90			06/14/22
ELECTRONIC RECYCLING										
2153		12/22 AP		05/17/22	0000000	SAM ANNIS & CO.	84.92			06/14/22
PROPANE TANK REFILL FOR RECYCLING										
ACCOUNT TOTAL							12,135.39	.00	12,135.39	
FUND TOTAL							48,336.50	.00	48,336.50	
FUND 552 SEWER RENTAL FUND										
552-6655-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.80			06/14/22
COPY PAPER										
ACCOUNT TOTAL							1.80	.00	1.80	
552-6655-436.72-17 OPERATING SUPPLIES / UNIFORMS										
2162		12/22 AP		05/26/22	0000000	COVER-ALL EMBROIDERY, INC.	351.00			06/14/22
SUMMER CAPS										
ACCOUNT TOTAL							351.00	.00	351.00	
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT										
2162		12/22 AP		05/24/22	0000000	ARIES INDUSTRIES INC.	2,694.84			06/14/22
TV CAMERA REPAIR										
2162		12/22 AP		05/24/22	0000000	ARIES INDUSTRIES INC.	2,291.37			06/14/22
TV CAMERA REPAIR										
2162		12/22 AP		05/16/22	0000000	ARIES INDUSTRIES INC.	276.84			06/14/22
TV VAN CAMERA REPAIR										
ACCOUNT TOTAL							5,263.05	.00	5,263.05	
552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
2108		12/22 AP		05/18/22	0140166	US BANK	18.56			06/06/22
WM SUPERCENTER #753 PLATES										
ACCOUNT TOTAL							18.56	.00	18.56	
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
2162		12/22 AP		05/19/22	0000000	CITY LAUNDERING CO.	162.85			06/14/22
						RESTOCK FIRST AID CABINET				
						ACCOUNT TOTAL	162.85	.00	162.85	
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
552-6655-436.73-13						OTHER SUPPLIES / SANITARY SEWERS				
2123		12/22 AP		06/02/22	0000000	CRITEX LLC	2,239.85			06/14/22
						MR MANHOLE PIPE				
2153		12/22 AP		05/23/22	0000000	UTILITY EQUIPMENT COMPANY	1,608.57			06/14/22
						SANITARY MANHOLE LIDS				
2103		12/22 AP		05/18/22	0000000	BENTON'S READY MIX CONCRETE, W 4TH	337.50			06/14/22
						SANITARY BOX OUT CONCRETE				
						ACCOUNT TOTAL	4,185.92	.00	4,185.92	
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL										
552-6655-436.73-27						OTHER SUPPLIES / IOWA ONE CALL				
2103		12/22 AP		05/20/22	0000000	IOWA ONE CALL	334.80			06/14/22
						ONE CALLS FOR APRIL 2022				
						ACCOUNT TOTAL	334.80	.00	334.80	
552-6655-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
552-6655-436.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
2108		12/22 AP		05/13/22	0140166	US BANK	33.51			06/06/22
						DUBUQUE MINING CO				
2108		12/22 AP		05/13/22	0140166	US BANK	8.61			06/06/22
						KWIK STAR 49500004952				
2108		12/22 AP		05/12/22	0140166	US BANK	63.70			06/06/22
						MEADOWBROOK CITGO				
						GAS:DROP OFF TV VAN				
						ACCOUNT TOTAL	105.82	.00	105.82	
552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
552-6655-436.92-01						STRUCTURE IMPROV & BLDGS				
2162		12/22 AP		05/25/22	0000000	MUNICIPAL PIPE TOOL CO., INC.	5,412.77			06/14/22
						3297-LINING PROJECT				
						PROJECT#: 023297				
						ACCOUNT TOTAL	5,412.77	.00	5,412.77	
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
552-6665-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.50			06/14/22
						COPY PAPER				
						ACCOUNT TOTAL	4.50	.00	4.50	

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FUND 552 SEWER RENTAL FUND										
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
2162		12/22 AP		05/27/22	0000000	NORTH CENTRAL LABORATORIES	139.26		06/14/22	
		LAB SUPPLIES								
2162		12/22 AP		05/26/22	0000000	MIDLAND SCIENTIFIC, INC.	49.09		06/14/22	
		LAB SUPPLIES								
ACCOUNT TOTAL							188.35	.00	188.35	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2162		12/22 AP		06/07/22	0000000	MENARDS-CEDAR FALLS	164.90		06/14/22	
		MORTOR								
2162		12/22 AP		06/07/22	0000000	MENARDS-CEDAR FALLS	19.12		06/14/22	
		FRAMING LUMBER								
2162		12/22 AP		06/01/22	0000000	O'DONNELL ACE HARDWARE	81.38		06/14/22	
		SHUTOFF, SEALANT, CAULK								
		MENDR HOSE								
2162		12/22 AP		05/31/22	0000000	NORLAB, INC.	247.00		06/14/22	
		TRACING DYE								
2162		12/22 AP		05/27/22	0000000	O'DONNELL ACE HARDWARE	39.38		06/14/22	
		FLAT BAR								
2162		12/22 AP		05/25/22	0000000	ARNOLD MOTOR SUPPLY	25.98		06/14/22	
		V BELTS								
2162		12/22 AP		05/25/22	0000000	ARNOLD MOTOR SUPPLY	38.97		06/14/22	
		V BELTS								
2162		12/22 AP		05/25/22	0000000	O'DONNELL ACE HARDWARE	53.20		06/14/22	
		BRUSHES, PUTTY KNIFE								
2162		12/22 AP		05/24/22	0000000	ARNOLD MOTOR SUPPLY	25.98		06/14/22	
		V BELTS								
2162		12/22 AP		05/24/22	0000000	ARNOLD MOTOR SUPPLY	25.98		06/14/22	
		V BELTS								
2162		12/22 AP		05/24/22	0000000	MILLER MECHANICAL SPECIALITIE	159.38		06/14/22	
		O-RINGS-DRIP PODS								
2162		12/22 AP		05/23/22	0000000	ARNOLD MOTOR SUPPLY	57.00		06/14/22	
		RUST INHIBITOR								
2162		12/22 AP		05/13/22	0000000	EVOQUA WATER TECHNOLOGIES LLC	70.48		06/14/22	
		GASKET KIT								
2162		12/22 AP		05/09/22	0000000	FERGUSON ENTERPRISES, INC.	64.66		06/14/22	
		PLUMBING SUPPLIES								
2108		12/22 AP		04/28/22	0140166	US BANK	43.98		06/06/22	
		FARM & FLT OF CEDAR FLS								
		MINERAL OIL								
ACCOUNT TOTAL							1,143.37	.00	1,143.37	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
2162		12/22 AP		06/06/22	0000000	MENARDS-CEDAR FALLS	51.93		06/14/22	
		FILTERS, GRAFFITI REMOVER								
2162		12/22 AP		05/26/22	0000000	GRAINGER PARTS	314.50		06/14/22	

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FUND 552 SEWER RENTAL FUND									
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.						continued			
2162				12/22 AP 05/25/22	0000000 CONTACT KITS GRAINGER PARTS	377.68		06/14/22	
2162				12/22 AP 05/25/22	0000000 CONTACT KITS GRAINGER PARTS	214.96		06/14/22	
ACCOUNT TOTAL						959.07	.00	959.07	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
2162				12/22 AP 04/08/22	0000000 ARAMARK RUGS	23.36		06/14/22	
2162				12/22 AP 04/01/22	0000000 ARAMARK RUGS	23.36		06/14/22	
2162				12/22 AP 03/25/22	0000000 ARAMARK RUGS	23.36		06/14/22	
ACCOUNT TOTAL						70.08	.00	70.08	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
2162				12/22 AP 05/31/22	0000000 TESTAMERICA LABORATORIES, INC LAB TESTING	738.00		06/14/22	
ACCOUNT TOTAL						738.00	.00	738.00	
552-6665-436.93-01 EQUIPMENT / EQUIPMENT									
2162				12/22 AP 05/13/22	0000000 HUPP ELECTRIC MOTORS PUMP REBUILD	6,025.06		06/14/22	
ACCOUNT TOTAL						6,025.06	.00	6,025.06	
FUND TOTAL						24,965.00	.00	24,965.00	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2135				12/22 AP 05/23/22	0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.50		06/14/22	
2130				12/22 AP 05/18/22	0000000 OFFICE EXPRESS OFFICE PRODUCT LEGAL PADS, SHARPIES	.80		06/14/22	
2123				12/22 AP 05/17/22	0000000 C & C WELDING & SANDBLASTING VACUUM HEAD-PERMA BL ALLEY	1,030.34		06/14/22	
ACCOUNT TOTAL						1,035.64	.00	1,035.64	

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FUND 555 STORM WATER UTILITY											
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS											
2123		12/22 AP		05/31/22	0000000	GIERKE-ROBINSON COMPANY, INC. EXPANSION FOR 2ND STREET EAST PARKING LOT INTAKES	403.20		06/14/22		
2123		12/22 AP		05/26/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR 2ND STREET PARKING LOT	900.00		06/14/22		
2123		12/22 AP		05/25/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CUP OF JOE PARKING LOT	173.00		06/14/22		
2153		12/22 AP		05/23/22	0000000	UTILITY EQUIPMENT COMPANY STORM LIDS AND FRAMES	2,789.25		06/14/22		
2103		12/22 AP		05/19/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR PIN OAK	375.00		06/14/22		
2066		12/22 AP		05/18/22	0000000	MENARDS-CEDAR FALLS LUMBER-CATCH BASIN BOX ON PINOAK	364.08		06/14/22		
2066		12/22 AP		05/18/22	0000000	MENARDS-CEDAR FALLS LUMBER-CATCH BASIN BOX ON PINOAK	76.56		06/14/22		
2103		12/22 AP		05/18/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-PIN OAK CATCH BASIN	600.00		06/14/22		
		ACCOUNT TOTAL						5,681.09	.00	5,681.09	
		FUND TOTAL						6,716.73	.00	6,716.73	
FUND 570 SEWER ASSESSMENT											
FUND 606 DATA PROCESSING FUND											
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2121		12/22 AP		05/26/22	0000000	STOREY KENWORTHY	87.43		06/14/22		
2135		12/22 AP		05/23/22	0000000	OFFICE EXPRESS OFFICE PRODUCT PENS, NOTEBOOKS, HIGHLIGHTERS COPY PAPER	2.70		06/14/22		
2121		12/22 AP		05/05/22	0000000	STOREY KENWORTHY	543.18		06/14/22		
2152		12/22 AP		04/20/22	0000000	GORDON FLESCH COMPANY PLOTTER INK-MATTE BLACK	290.00		06/14/22		
		ACCOUNT TOTAL						923.31	.00	923.31	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
2121		12/22 AP		04/01/22	0000000	GMIS INTERNATIONAL MEMBERSHIP 7/1/22-7/30/23	200.00		06/14/22		
		ACCOUNT TOTAL						200.00	.00	200.00	
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.											
2108		12/22 AP		05/02/22	0140166	US BANK STK*BIGSTOCKPHOTO.COM ONLINE IMAGE SUBSCRIPTION	99.00		06/06/22		
		ACCOUNT TOTAL						99.00	.00	99.00	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
2121		12/22 AP		05/26/22	0000000	STORMWIND LLC	3,180.00			06/14/22
						REG:STRMWND-JAEGER,AMELIN				
						ULTIMATE ACCESS				
						ACCOUNT TOTAL	3,180.00	0.00	3,180.00	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2108		12/22 AP		05/19/22	0140166	US BANK	1,652.26			06/06/22
						AMZN MKTP US*1L5VH65S0				
						MINI PC REPLACEMENTS				
						ACCOUNT TOTAL	1,652.26	0.00	1,652.26	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
2121		12/22 AP		06/03/22	0000000	IP PATHWAYS, LLC	2,400.00			06/14/22
						DRASA SERVICE SET UP				
2121		12/22 AP		06/03/22	0000000	IP PATHWAYS, LLC	6,928.50			06/14/22
						DRASA SERVICE SET UP				
2152		12/22 AP		06/03/22	0000000	IP PATHWAYS, LLC	168.00			06/14/22
						DR AS A SERVICE SETUP				
2152		12/22 AP		05/31/22	0000000	INTECONNEX	3,163.12			06/14/22
						CAMERA-4TH/STATE STREETS				
2121		12/22 AP		05/20/22	0000000	CDW GOVERNMENT, INC.	1,834.62			06/14/22
						24*MONITORS & KEYBOARDS				
2108		12/22 AP		05/06/22	0140166	US BANK	28.97			06/06/22
						AMZN MKTP US*1Q7W86YD0				
						LAPTOP CHARGER-M BUCK				
2121		12/22 AP		04/29/22	0000000	STRICTLY TECHNOLOGY, LLC	1,143.47			06/14/22
						LAPTOP (CELLULAR) K CROSS				
						ACCOUNT TOTAL	15,666.68	0.00	15,666.68	
						FUND TOTAL	21,721.25	0.00	21,721.25	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2103		12/22 AP		05/24/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.50			06/14/22
						COPY PAPER				
						ACCOUNT TOTAL	4.50	0.00	4.50	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
2153		12/22 AP		06/07/22	0000000	CONSOLIDATED ENERGY COMPANY	1,053.33			06/14/22
						GAS AT GREENWOOD CEMETERY				

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FUND 685 VEHICLE MAINTENANCE FUND											
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL						continued					
2153		12/22 AP		06/07/22	0000000	HTP ENERGY	16,694.18		06/14/22		
		BLUFF STREET DIESEL									
2153		12/22 AP		06/07/22	0000000	HTP ENERGY	16,694.18		06/14/22		
		TECH PKWY DIESEL									
2153		12/22 AP		05/24/22	0000000	NORTHLAND PRODUCTS CO.	291.90		06/14/22		
		USED OIL DISPOSAL									
2123		12/22 AP		04/13/22	0000000	NORTHLAND PRODUCTS CO.	283.50		06/14/22		
		USED OIL DISPOSAL									
		ACCOUNT TOTAL						35,017.09	.00	35,017.09	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS											
2123		12/22 AP		05/26/22	0000000	KAY, PHILIP R. SHOP SCRAPER	25.50		06/14/22		
		ACCOUNT TOTAL						25.50	.00	25.50	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											
2152		12/22 AP		06/01/22	0000000	BROWN'S SHOE FIT	160.00		06/14/22		
		SAFETY SHOES-B NEUENDORF P.O. 56728									
2103		12/22 AP		05/19/22	0000000	CITY LAUNDERING CO.	56.25		06/14/22		
		RESTOCK 1ST AID CABINET									
2153		12/22 AP		04/28/22	0000000	CITY LAUNDERING CO.	23.43		06/14/22		
		RESTOCK FIRST AID CABINET									
		ACCOUNT TOTAL						239.68	.00	239.68	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES											
2153		12/22 AP		06/01/22	0000000	LAWSON PRODUCTS, INC.	37.12		06/14/22		
		MISC SHOP SUPPLIES									
2153		12/22 AP		05/31/22	0000000	OUTDOOR & MORE	295.22		06/14/22		
		U BELTS FOR MOWERS									
2123		12/22 AP		05/26/22	0000000	CONTINENTAL RESEARCH CORP.	220.29		06/14/22		
		DEGREASER									
2123		12/22 AP		05/25/22	0000000	LAWSON PRODUCTS, INC.	181.54		06/14/22		
		DIAMOND GRIP ASSORTMENT									
2087		12/22 AP		05/03/22	0000000	POLK'S LOCK SERVICE, INC.	90.00		06/14/22		
		SPARE KEY MADE FOR #2403									
2108		12/22 AP		04/22/22	0140166	US BANK	720.00		06/06/22		
		KWIK TRIP 478 00004788 CAR WASH CARDS 15									
		ACCOUNT TOTAL						1,544.17	.00	1,544.17	
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS											
2153		12/22 AP		06/01/22	0000000	RADIO COMMUNICATIONS CO., INC.	2,000.00		06/14/22		

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS						continued			
800 RADIO SERVICE 7/2022-06/2023									
2136				12/22 AP 05/25/22	0000000	PRECISE MRM LLC	1,020.00		06/14/22
AVL CELL CHARGES									
ACCOUNT TOTAL							3,020.00	.00	3,020.00
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
2153				12/22 AP 04/29/22	0000000	ARAMARK	82.45		06/14/22
SHOP TOWELS									
2153				12/22 AP 04/22/22	0000000	ARAMARK	82.45		06/14/22
SHOP TOWELS									
2153				12/22 AP 04/08/22	0000000	ARAMARK	82.45		06/14/22
SHOP TOWELS									
2153				12/22 AP 04/01/22	0000000	ARAMARK	82.45		06/14/22
SHOP TOWELS									
2153				12/22 AP 03/25/22	0000000	ARAMARK	82.45		06/14/22
SHOP TOWELS									
ACCOUNT TOTAL							412.25	.00	412.25
FUND TOTAL							40,263.19	.00	40,263.19
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
2121				12/22 AP 05/20/22	0000000	IA.DIV.LABOR-BOILER/ELEVATOR	80.00		06/14/22
BOILER INSPECTION FEE									
ACCOUNT TOTAL							80.00	.00	80.00
FUND TOTAL							80.00	.00	80.00
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									

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
GRAND TOTAL							1,819,351.51	3,308.64	1,816,042.87